

AN INFORMATION REPORT

**A Handbook for
Interlocal Agreements
and Contracts**

**ADVISORY COMMISSION ON INTERGOVERNMENTAL RELATIONS
WASHINGTON, D. C. 20575**

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PREFACE

The Advisory Commission has strongly supported the use of interlocal cooperation as one basic method of broadening the geographical base for handling common governmental functions. In one of its earliest reports, the Commission pointed out:

Intergovernmental cooperation at the local level either by formal written contracts or by informal verbal agreements often provides a workable method of meeting particular problems... when separate action by individual local units is uneconomical and when the consolidation or transfer of the function is not economically or politically feasible. These interlocal arrangements are of two major types--(1) the provision of governmental services on a contractual basis by one unit of government to one or more additional units, and (2) the joint conduct by two or more units of government of a particular function or the joint operation of a particular governmental facility.¹

The Commission endorsed and included in its State Legislative Program model legislation authorizing formal interlocal cooperation through written agreements and contracts.²

Interlocal agreements and contracts have been widely used in some areas and for some purposes, but many policy-makers still are not fully aware of their potential. In addition, some public officials and administrators, who make decisions regarding this joint approach and negotiate the necessary formal agreements and contracts, frequently are unfamiliar with many of the provisions that should or could be included and with various alternatives that might be used. The allocation of costs, the establishment of administrative arrangements, the extent of reporting and other mutual responsibilities lend themselves to various approaches.

Last year, the Commission took note of this situation and agreed that wider and better use of interlocal agreements and contracts could be encouraged by developing and distributing a handbook which described the major features of such agreements and contained specific examples. Such a handbook, it was felt, would assist State legislators in preparing enabling legislation. It would aid local legislative bodies in making decisions regarding the use and negotiation of agreements or contracts and in approving them. It would be helpful to local administrators in drafting and negotiating such agreements and contracts. And, finally, it would help fill an information gap confronting public service groups and individual citizens who want to better understand this device and encourage its use. The Advisory Commission subsequently contracted with the National League of Cities to collect the necessary materials and prepare guidelines for drafting interlocal contracts and agreements.

This handbook consists of two parts. Part I presents a brief general discussion of interlocal agreements and contracts with specific examples of the kinds of problems that have been surmounted by them. It includes a discussion of the constitutional and statutory provisions drawing on both model bill language and actual enactments. For those interested in more detailed information there is an annotated bibliography at the end of Part I. It includes general references and a State-by-State listing. Contents of reports are briefly noted in the annotations. Special attention is given to case studies, survey summaries of the use of contracts and agreements, and compilations of citations to State authorizing legislation.

Part II reviews the specific elements included in agreements and contracts and provides guidelines concerning their drafting with cross references to pertinent sections of the subsequent model and sample agreements. The guidelines are followed by models and examples, the bulk of the handbook, which provide a selection designed to highlight the two basic types--(1) those providing governmental services on a contractual basis and (2) those authorizing joint undertakings of a function or joint operation of a facility. In each case, an effort has been made to include examples of contracts and agreements among various parties (counties, cities, towns, special districts), for various purposes (fire, police, recreation, garbage collection, sewage disposal, water supply), for various kinds of operation (regulatory, provision of services, joint use of physical facilities), with various administrative arrangements (joint boards, new agencies, assignment of responsibility to existing offices and officials), and with various methods of payment.

The Advisory Commission hopes that this handbook will be useful to all who are considering interlocal agreements and contracts as a method of facilitating the provision of services by local governments. The Commission expresses its gratitude to the National League of Cities and its staff which participated in the preparation of the handbook and to the many local officials who cooperated with them in providing material and answering questions.

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TABLE OF CONTENTS

	<u>Page</u>
Preface	iii
PART I	
Interlocal Agreements and Contracts: The Adaptation of Area to Function	1
Interlocal Agreements and Contracts	2
Authority to Contract and to Enter Into Agreements--State Law	3
State Statutes and Constitutions	3
Legal Interpretations and Issues	5
Interlocal Contracts and Agreements in Action	8
The Use of Contracts and Agreements	8
Patterns of Cooperation	13
Contracts or Agreements?	13
Facilitating Interlocal Cooperation	14
State Agencies	14
Regional Organizations	15
Cities and Counties	16
University Bureaus and Professional Associations	17
Interlocal Cooperation Through Contracts and Agreements-- Conclusions	18
Footnotes	19
Appendix A - General Interlocal Cooperation Acts in the States	23
Appendix B - Interlocal Contracting and Joint Enterprises-- Model Act	24
Appendix C - State Constitutional Provisions Authorizing Inter- local Cooperation	29
Appendix D - Intergovernmental Cooperation--Model Constitu- tional Provision	30
Appendix E - Description of Major Services Available to Cities in Los Angeles County, 1961	31
Appendix F - Number of Units Which Participate in Interlocal Cooperation in the Detroit Metropolitan Area, by Function, 1964	33
Appendix G - State Assistance for Interlocal Cooperation-- Model Act	34

	<u>Page</u>
Annotated Bibliography	36
Tables: 1. Survey of Intergovernmental Cooperation in Cali- fornia Fiscal Year 1959-60	9
2. Use of Contracts Between Cities and Counties in the State of California and the County of Los Angeles, 1959	10
3. Formal Contracts and Agreements by New Jersey Municipalities, 1965	11

PART II

Guidelines on Development of Agreements and Contracts With Models and Examples	53
General Considerations	53
The Service Contract	53
Joint Agreements	54
Contract and Agreement Provisions	55
Nature of the Arrangement	55
Work to be Performed	55
Limitations	55
Service Charges	56
Financing	56
Administration	57
Fiscal Procedures	57
Personnel Rights	58
Staffing	58
Property Arrangements	58
Duration, Termination, and Amendment	58
Contracts and Agreements--Selected Examples	60
Detailed Listing	60
A. Service Contracts	61
B. Joint Agreements	127

PART I

INTERLOCAL AGREEMENTS AND CONTRACTS THE ADAPTATION OF AREA TO FUNCTION

As the Nation's population grows and people increasingly locate in cities and villages which in turn concentrate in metropolitan areas leaving fewer people in rural areas, a constant process of adaptation of government to changing needs takes place. One of the most difficult adjustments that must be made in areas where population is either growing, declining, or changing in character is relating governmental jurisdictional boundaries to the most desirable, feasible, or economical service areas for public functions. The "best" service area for a function will vary depending on the character of the function and the people being served. In its report on the Performance of Urban Functions: Local and Areawide, the Advisory Commission on Intergovernmental Relations identified a number of factors influencing consideration of the best area for administering functions.³

A broad range of alternatives are available to citizens and public officials in an area as they seek to adjust government to changing conditions. These adaptations may lead to structural changes such as the establishment of metropolitanwide general governments like those in Miami-Dade County and Nashville-Davidson County; the creation of special districts to provide specific functions in designated areas; annexation of territory to existing communities; the incorporation of new communities; or the transfer of functional responsibilities among existing governments. Such structural changes are occurring far more often than many would believe. Yet, much more frequent are procedural changes that do not involve modifications in structure or in basic functional responsibilities.

Procedural adaptations take a wide variety of forms ranging from informal agreements and understandings, exchange of information, sharing facilities, and rendering mutual aid; through more formal joint enterprises and undertakings; to binding legal arrangements based on formal agreements or contracts. Such examples of intergovernmental cooperation frequently take place simultaneously, with one type merging gradually into the other. Collectively, they constitute an intricate, flexible, and dynamic network through which the more stable and fundamental structural patterns are pragmatically reconciled to shifting public demands. They constitute the most convenient instrument available to officials for making a complex and fragmented structure of local government more workable and responsive to public needs.⁴

Procedural adaptation is possible either through informal understandings; through parallel formal action pursuant to the general authority of the cooperating jurisdictions or to specific statutory and charter provisions; or

by formal contract or agreement. All of these approaches have been used. But this handbook is only concerned with the formal contract or agreement.

INTERLOCAL AGREEMENTS AND CONTRACTS

An intergovernmental contract is a formal means by which governments undertake mutual obligations to one another. In the broadest sense, any such obligations formally entered into constitute a contract. Yet, it is useful to distinguish agreements providing for joint exercise of powers from contracts for services, which, in effect, constitute a simple "business" transaction between governments. The words "agreement" and "contract" will be used here in this specialized sense.

Parties to interlocal contracts and agreements may include all levels of government from special districts and school districts to the Government of the United States. Under certain circumstances and with proper authorization they can be entered into with localities in foreign countries.

Agreements and contracts are without doubt the most widely used formal method of cooperation among governments in the United States and present a flexible, yet predictable and enforceable method of adaptation among governmental jurisdictions. They make possible economies of scale, the provision of specialized services which would not otherwise be available to small governments, maximum utilization of certain types of facilities such as computers and technical and research equipment, and specialization among governments. They can be used to accommodate program needs to desirable service areas without affecting basic structure or organization. Consequently, needed services can be provided and necessary projects undertaken without waiting for long-range governmental reorganization decisions which ultimately may be necessary. The ideal organizational pattern may well be politically unfeasible. Furthermore, such an ideal will vary from function to function and as population shifts take place, economic conditions change, and technological discoveries are made. Agreements and contracts present a practical method of getting on with the public business at hand and meeting pressing demands.

The continuing dialogue which results from the negotiation and reexamination of contracts and agreements gives rise to a pattern of government that has been described as a fluid federalism in which the "constitution" is revised "not once in ten or twenty years, but every single day."⁵

In their broadest application, agreements can be used to undertake jointly any functions and responsibilities which governments could undertake singly, and contracts can similarly be used to purchase any services or facilities which one government is authorized to undertake or to provide on its own authority.

Joint agreements may merely give formal status to arrangements which might otherwise be carried on informally as, for example, sharing responsibility for maintenance and upkeep of a border street, a border park, or other facility between jurisdictions. They may provide a formal basis for mutual aid when the need arises in connection with firefighting. On the other hand, they may establish more specific obligations such as the assignment of vehicles and personnel for garbage disposal and land fill operations. Joint agreements can be used to formalize arrangements for construction of joint projects and to establish joint planning, building, and operating boards, commissions, or agencies. They may

also serve as the basis for the establishment of intergovernmental cooperative agencies, such as councils of governments and regional planning agencies. Indeed, with the new requirement in Federal legislation for review of urban development grant applications from metropolitan areas, this use of agreements may become increasingly important.⁶

Contracts may provide for the purchase of a needed resource such as water or a needed service such as building inspection, street sweeping, or garbage collection and disposal. Here, the relationship between the government buying the service and the one selling it would be virtually identical to that between any public agency purchaser and a vendor. Contracts, on the other hand, may go beyond a simple buyer-vendor relationship and provide for certain shared responsibilities, payments in kind or services, or the assignment of administrative responsibility. They may even be used to establish a supervisory or governing board--as is the case of the construction and operation of a joint airport.

Agreements or contracts which establish administrative agencies are alternatives, of course, to other approaches which could be taken. Special districts or agencies, for example, might be established under statutory provisions by resolution of local governments or by referendum among voters in the areas to be served. The agreement or contract approach permits greater flexibility and local adaptation to meet particular problems.

AUTHORITY TO CONTRACT AND TO ENTER INTO AGREEMENTS--STATE LAW

Most instances of formal intergovernmental cooperation through agreements and contracts are based on statutory authorizations, buttressed in a few States by constitutional provisions. This stems from the general rule of strict construction of municipal powers. Generally, local governments are limited to such contracts or agreements as may be authorized in express terms by charters, legislative acts, or constitutional provisions; or as may be necessarily implied from such express authorization. In addition, municipal corporations' powers generally are deemed to end at municipal boundaries.

State Statutes and Constitutions

All States authorize agreements and contracts at least among some local governments for certain purposes. Such specific statutory authorizations number as many as a hundred or more in some States. Their purposes cover such diverse functional needs as provision of police services, the operation of parks, the collection of garbage, the purchase of computers, and provision of mass transit facilities. While the aggregate of these authorizations may confer fairly broad authority on units of local government, this particularistic approach tends to hamper the fullest use of the contract and agreement devices. When authority is extended only to a limited number of jurisdictions or when authority is granted only to similar units of government (counties with counties, townships with townships, third through fifth class cities with third through fifth class cities, and so forth) arbitrary impediments to effective cooperation are created. Frequently the most meaningful cooperation is between--not simply among--levels of government, and this includes the State and Federal Government. Finally, the very complexity and multiplicity of these specific authorizations may result in an unawareness on the part of public officials of the opportunities for cooperation through contract and agreement.

Beginning with a 1921 authorization in California, State legislatures have increasingly provided broader, more general grants of authority to a wider range of local governments. When a model act was drafted by the Council of State Governments in 1957, fourteen States had general acts permitting agreements or contracts or both among most or all governments and covering most or all of the functions they were permitted to perform individually. Today, two-thirds of the States have general authorizing legislation, as well as a number of specific functional acts.⁷

The model act with some revisions appears in the Advisory Commission's 1967 State Legislative Program and is reproduced in Appendix B of this Handbook, page 24. It provides a broad general authorization for local governments and State agencies to exercise jointly by agreement or contract--among themselves, with public agencies in other States, or with the Federal Government--any powers and functions which they are capable of performing individually. It includes provision for entering into such cooperative agreements and specifies what shall be included. A requirement is included for review by the attorney general and by any State agency which may have authority in the area covered by the agreement. A filing procedure is also set forth. Agreements entered into across State lines are treated as interstate compacts. While there is a provision authorizing contracts for services between governments, details regarding the required content of such contracts, filing and review procedures, and other general governing provisions are not provided. In these instances, any specific provisions beyond the basic authorization have to be tailored to meet the existing body of public contract law in the State.

At least seven States have specific constitutional authorization for interlocal cooperation--including authorization for agreements, for contracts, or for both.⁸ These provisions vary considerably in their scope and language. Some are not self-enforcing and require legislative action for their implementation. Others apply only to home rule units of government, and still others apply only to a few enumerated governments.

The absence of specific constitutional authorization has not been a major factor in deterring this type of intergovernmental cooperation in the past. In the absence of specific restrictions, State legislatures have been deemed to have the power to authorize agreements and contracts by statute. Such authority has even been accepted for interlocal agreements across State lines--as in the cases of California, New York, Kansas, and Nevada where there was no specific constitutional language.⁹ But specific constitutional language stands as a fundamental recognition of the desirability of encouraging such joint intergovernmental action. If it is carefully drafted, it can also free such relationships from any possible strictures arising inadvertently from language designed for other purposes. Such restrictions can arise directly or by implication from the tendency in State constitutions to compartmentalize local government provisions. Relationships between the State, municipalities, and counties may be treated quite extensively, while horizontal relationships among the levels may be virtually ignored. These features along with the lack of specific language can produce interpretation of a provision which restricts or forecloses cooperation.

Furthermore, it may facilitate negotiation and adoption of interlocal agreements across State lines and with the Federal Government to include specific constitutional authorization for them. This could be particularly true if it were desired to permit local governments to take the initiative in negotiations.

Suggested constitutional language authorizing interlocal agreements across State lines and with the Federal Government has been developed by the Council of State Governments and is included in the Advisory Commission's 1967 State Legislative Program. This model, with additional language, can also be used to authorize all types of interlocal cooperation and joint enterprises among governments within a single State if this is thought necessary or desirable. The model, with optional language authorizing intrastate agreements provided in brackets, appears as Appendix D of this Handbook on page 30. On the other hand, two separate constitutional sections--one dealing with the interstate problems, the other with the intrastate--can be used for authorizing agreements. This approach was taken in the new Michigan constitution.¹⁰

Legal Interpretations and Issues

Although the specific law applicable to interlocal agreements and contracts varies considerably from State to State, several general issues and problems have arisen which throw light on the nature of the contracting and agreement device. Identification of these issues should be helpful to public officials in assessing the enabling legislation in their own State. When interstate contracts and agreements are contemplated it is even more important to be familiar with the types of issues raised by enabling legislation.

Considerable attention has been directed to the relationship between a "general" intergovernmental cooperation statute for agreements and contracts and the existing (or subsequent) specific functional authorizations. The major problem here has been the extent to which procedures outlined in specific functional authorizations apply to undertakings under a broad authorization and the extent to which specific provisions might limit a broad authorization.

The question has been raised, for example, whether governments can proceed to contract or enter into agreements under a general authorization when specific authorization is given in functional statutes. It has been claimed that even if localities proceed under a general authorization, they may not prescribe administrative or other arrangements which differ from those set forth in the specific functional statute.¹¹

A further complication is introduced when a narrow interpretation has been applied to a general contracting and agreement authorization thereby creating uncertainty as to whether a specific project could be undertaken pursuant to its provisions. In such cases, additional specific functional authorizations have frequently been adopted. But the question then arises as to whether cooperating governments can proceed at all in that functional area under the general authorization and if they do whether they are bound by the additional prescriptions of the supplementing act. As a matter of fact, the general Minnesota authorization for agreements, which applies to "any power," specifies that the procedures of a cooperative project must conform to the rules laid down in any other relevant act which is applicable to the specific function. The result is to blanket into the general act any procedures applicable to specific functions even though they may have been tailored for very special circumstances.¹² There is a danger then that multiplication of specific functional authorizations, while necessary for certain purposes, can vitiate much of the effectiveness of broad general authorizations.

Recent Minnesota legislation incorporates one approach to the problem.¹³ While authorizing regional planning agencies to be established by agreement under

the provisions of the general exercise of powers act, the act specifies certain procedures that are felt to be necessary in connection with regional planning undertakings. The simplicity and flexibility of the basic authorization is thereby maintained, but a clear basis of authority is provided, and specific provisions applicable only to planning undertakings are clearly established. Confusion regarding which authority to proceed under is thus avoided.

Another major question which arises in connection with general authorization for interlocal contracting and agreement is the extent and scope of the authorization. One issue is whether a general authorization for governments to exercise powers jointly or cooperatively by agreement encompasses both service contracts and joint exercise of powers agreements. In Michigan, for example, the basic general act includes both types of arrangements in the following language:

Any municipal corporation shall have power to join with any other municipal corporation or with any number or combination thereof by contract, or otherwise as may be permitted by law for the ownership, operation, or performance...of facilities or services.¹⁴

In Minnesota, on the other hand, the phrase "may jointly or cooperatively exercise any power common to the contracting parties," which appears in the authorizing legislation, has been interpreted by the Attorney General to mean interlocal agreements for co-ownership or joint maintenance, but not a contract for services.¹⁵ The model act developed by the Council of State Governments and revised by the Advisory Commission on Intergovernmental Relations expressly authorizes both agreements for joint exercise of powers and service contracts.¹⁶

Another difficulty created by the broad language used in some States is whether an interlocal agreement can be used to extend substantive authority to a local government to perform jointly a function it cannot perform by itself. The phrase in the model act, "any power or powers, privileges, or authority, exercised or capable of exercise, by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State," could be interpreted as meaning that only one of the cooperating governments was required to have the basic authority. In a number of States, however, legislatures have included language to make it clear that only those powers possessed individually can be exercised jointly. Optional language to accomplish this objective is included in the model act.¹⁷

Although the absence of specific constitutional authorization for interlocal contracting and agreements has not generally proven to be an obstacle to legislative authorization and its subsequent use, questions occasionally have been raised concerning the relationship between home rule grants and the authority to contract or enter into agreements. For example, there is some evidence that a Wisconsin statute authorizing contracts between a county and municipalities within its borders has rarely been used because of doubt concerning the constitutional power of the legislature to delegate to a county board of supervisors the type of home rule powers implied under the contracting authority.¹⁸ On the other hand, a decision in Colorado interpreting a grant of home rule as giving exclusive powers to perform functions has been viewed as a possible barrier to interlocal contracting and agreements to share the functions or have others perform them.¹⁹

State legislation may limit the application of an authorization by excessively specific designation of units authorized to cooperate. For example, legislation which authorizes counties to join with each other and with political subdivisions within their borders does not authorize the political subdivisions to cooperate among themselves unless a county is also party to the agreement. The model act is drafted to extend mutual authority to all units of government to cooperate with one another by agreement.²⁰

Another point that may arise in connection with the use of contracts or agreements is the extent to which one governing body can commit its successors. Normally it is assumed that contracts concluded by local governments in their proprietary capacity will bind their successors to meet the contractual obligations, including payments for goods or services. However, this is not the case with contracts entered in their public or governmental capacity. For example, where there was not precise statutory authorization, interlocal agreements requiring payments continuing beyond the terms of an incumbent governing body have been ruled to be an invalid exercise of the appropriation power. Although most State acts authorizing interlocal agreements and contracts are either silent on the question of duration or merely provide that contracts may be continued for a definite period, some few stipulate specific periods of duration with provision for renewal. The Wisconsin statute endeavors to retain flexibility for contracting parties while providing legal sanction with a broad mandate: "any such contract may bind the contracting parties for the length of time specified therein."²¹

Normally, intergovernmental contracts or agreements which are interstate need only be authorized by statute in both of the States and, if necessary, by constitutional provision. Even though they take the form of interstate compacts and some interstate compacts require congressional consent, such consent would only be required for interlocal agreements in very unusual circumstances. The compact clause of the constitution has been interpreted by the Supreme Court in the case of Virginia v. Tennessee²² as requiring congressional consent only when compacts affect the balance of the federal system or a power delegated to the national government. Normally, the powers exercised by local governments either individually or jointly would lie squarely within State jurisdiction and therefore raise no question of the balance of the federal system.

At present almost a dozen State statutes authorizing general interlocal contracting and agreements include provision for cooperation across State lines.²³ Such a provision is also included in the model act which makes the local governments the real parties in interest for legal purposes but also provides that the State is joined as a party, thus giving the agreement the status of an interstate compact.²⁴

There are occasions when local governments in States along the Canadian or Mexican borders may find it desirable to enter into agreements with communities in those neighboring countries. Specific authority for such agreements would be necessary. The model constitutional language developed by the Council of State Governments included in the Advisory Commission's 1967 State Legislative Program would authorize such agreements under State law.²⁵ The model act does not include specific provisions since experience is limited and special drafting problems could be presented.

To sum up, if intergovernmental contracts and agreements are to realize their full potential as a method of facilitating adaptation of area to function

in our complex federal system, attention must be directed to enabling legislation to assure that unintended and unnecessary impediments are not placed in the way of their use. Carefully drafted legislation will assure that maximum feasible use can be made of contracts and agreements while still protecting statewide interests and preserving essential principles of intergovernmental relations.

INTERLOCAL CONTRACTS AND AGREEMENTS IN ACTION

The specific purposes for which intergovernmental agreements and contracts are used vary considerably from State to State and even among areas in individual States. This, of course, reflects the differing patterns of governmental organization, of assigning functional responsibilities, and of local traditions and practices. But despite these varying conditions, such agreements and contracts are widely used to provide "proprietary" services, particularly such necessities as fire protection, water supply and sewage disposal.

In the realm of general governmental or legislative functions, they have been most commonly used for the provision of supporting services and ancillary activities, such as police radio, criminal identification, court records, and joint building and maintenance of jails and courthouses. All of these are functions where major substantive discretion is not required in day-to-day operations; performance methods are relatively standardized and accepted; the need for specialized and professional qualifications predominates; and the demand for the services is comparatively stable.

Interlocal agreements and contracts, however, are by no means limited to functions of this type. They have also been employed to provide services and facilities in functional areas where greater discretion is necessary and there is less standardization. In short, they can be used for a wide variety of public services and facilities--both of a "proprietary" and a "general governmental" nature.

The Use of Contracts and Agreements

A review of some of the surveys undertaken in several States during the past decade highlight the more common public needs which these cooperative devices have met,²⁶ including: water supply, sewage disposal, refuse disposal, fire protection, police protection, public health, recreation, library services, planning, and building code inspection and enforcement.

California. A survey of intergovernmental cooperation in California for fiscal 1959-1960 reported that 163 cities had cooperative agreements with other cities or special districts.²⁷ This survey did not include contracts between cities and counties and between cities and the State. Mutual aid agreements for police and fire protection and for civil defense were also omitted because they were so common throughout the State. The following table lists the type and number of written contracts and agreements reported in the survey.

Table 1

Survey of Intergovernmental Cooperation in California
Fiscal Year 1959-60

WRITTEN CONTRACTS AND WRITTEN AGREEMENTS BETWEEN CITIES AND SPECIAL DISTRICTS

Number of Cities Providing Services to Other Cities

1. Sewage Collection and disposal	18
2. Jail facilities	14
3. Engineering services	7
4. Animal control	7
5. Library services	6
6. Recreation facilities	5
7. Refuse disposal dumps	5
8. Police training	4
9. Radio maintenance	3
10. Civil defense training	2
11. Planning services	1
12. Purchasing	1
13. Law enforcement	1

Number of Cities Providing Services to Special Districts

1. Services to schools (primarily recreational)	59
2. Sewage collection and disposal	13
3. Fire protection services	8
4. Water service	6
5. Flood control and storm drainage	3
6. Fiscal services	3
7. Library	3
8. Refuse collection and disposal	2
9. Ambulance	1
10. Health	1
11. Radio maintenance	1

Number of Special Districts Providing Services to Cities

1. Sewage collection and disposal	48
2. Recreation facilities	38
3. Refuse disposal	10
4. Storm water disposal	5
5. Water supply	5
6. Library facilities	3
7. Purchasing	1

Source: Report to the California Legislature 1961 Regular Session, by the Senate Fact Finding Committee on Local Government, pp. 58-59.

A 1959 survey by the California County Supervisors' Association is summarized in a report on the Lakewood Plan in Los Angeles County.²⁸ It reported 724 contracts in Los Angeles County for services other than those performed by the county under State law and a total of 2,832 throughout the State. The following tabulation lists the number of contracts by function for cities statewide and in Los Angeles County.

Table 2

Use of Contracts Between Cities and Counties
in the State of California
and the County of Los Angeles, 1959

<u>County Service</u>	<u>Number of Cities Using Service</u>	
	<u>Statewide</u>	<u>Los Angeles</u>
Assessing	274	60
Tax collecting	248	60
Personnel service	16	12
Public health services	310	57
Library services	201	34
Dog control	118	24
Election services	222	54
Prisoner care	248	52
Prosecution	79	24
Criminal identification	65	
Law enforcement communication	193	44
Civil defense	63	
Ambulance service	106	39
Dumps	111	10
Maps	25	
Road laboratory service	45	
Building inspection	40	23
Planning	34	15
Airports	14	
Flood control	34	
Civic centers	9	
Street maintenance	116	72
Life guards	10	7
Recreation	60	43
Miscellaneous	<u>191</u>	<u>94</u>
Total	2,832	724

*Source: The Lakewood Plan (Urbana, Illinois: University of Illinois
Institute of Government and Public Affairs, 1961), p. 15.*

An idea of the variety and extent of the services provided by the contracts can be gained from the description of major services available to cities in Los Angeles County which appears as Appendix E, on page 31 of this Handbook.

New York State. A 1958 State Comptroller's report listed 1,142 cases of interlocal cooperation in ten selected fields by towns, villages, counties, and authorities.²⁹ All kinds of devices for cooperation were included without distinguishing between formal and informal arrangements. The cases of cooperation included water supply (254); village use of town or county assessment roll (244); recreation (211); consolidated health districts (132); joint fire districts (117); sewage treatment disposal (65); joint fire protection districts (46); county mutual self-insurance plans (34); joint lighting districts (32); and planning (17).

Kansas. The League of Kansas Municipalities published a report in 1964 which presented illustrations of interlocal cooperation (both formal and informal) among local governments in the following areas:³⁰

Airports	Jails
Buildings	Legal Services
Cemeteries	Libraries
Civil Defense	Mental Health
Courts	Planning
Elections	Police Protection
Electric Service	Purchasing
Engineering	Radio-Communications
Equipment	Recreation
Fire Protection	Refuse
Gas Service	Schools
Governing Bodies and Meetings	Sewerage
Health	Social Welfare
Highways	Traffic Control
Hospitals	Water Service
	Miscellaneous

New Jersey. Cooperation by local units in a wide range of functions was reported by the New Jersey League of Municipalities in 1965.³¹ The League survey found 308 contracts with counties for the provision of services to municipalities. These were almost exclusively for libraries and health services. Contractual arrangements where a municipality sold to one or more neighboring municipalities numbered 254, covering 19 different service function areas. Inter-municipal arrangements for joint performance of a function were indicated in 195 instances for 16 different service areas. The table below presents the functions and arrangements compiled from the New Jersey survey.

Table 3

Formal Contracts and Agreements by New Jersey Municipalities, 1965

<u>Function</u>	<u>Contract With County</u>	<u>Contract With Other Municipality</u>	<u>Inter- Municipal Agreement</u>
Sewers		103	34
Libraries	219		16
Fire Fighting		33	8
Health	70		14
Garbage Disposal	6	36	10
Radio	4	33	5
Water		31	20
Public Works & Snow Removal	9		7
Courts			47
Planning			7
Public Safety		10	2
Urban Renewal			13
Dog Control		5	
Fire Works			4
Purchasing			3
Street Lighting		3	
Public Relations			3
Recreation			2
Total	308	254	195

Source: "Inter-Municipal Activities and Joint Services in New Jersey,"
New Jersey Municipalities, June 1965, p. 10.

Detroit Michigan Metropolitan Area. In 1965, all but five of the 221 units of local government in Southeast Michigan reported they were involved in one or more methods of interlocal cooperation in performing their functions.³² Seventy-nine units had contractual agreements to provide services; 194 to receive services; 191 had joint service agreements; and 153 units were participants in informal agreements. The complete list of the functional areas and number of agreements appears in Appendix F, page 33.

Southeastern Pennsylvania. (The City of Philadelphia and the Counties of Delaware, Montgomery, Chester, and Berks.) A total of 693 agreements were reported in 1961, covering both formal or written compacts and informal or clearly understood unwritten compacts. The areas included were police radio and other law enforcement action (169); fire protection (51); sewage disposal (75); agreements involving school districts, authorities, and municipalities (347); other areas including refuse disposal, water supply, health, stray animal control, airports, road and bridge construction and maintenance (51).³³

In a more recent survey, in December 1965, the Office of Development Coordinator, Metropolitan Affairs, City of Philadelphia, reported the following formal agreements between Philadelphia and other governmental jurisdictions:³⁴ sewage disposal (13), including 19 different suburban communities; water supply (2); streets and highways (4); transportation (3); public health (1); finance-planning (the Chester County Planning Commission rents a computer from the City's Finance Department to process population data and make projections for 73 municipalities within the County); public safety (1); public welfare (1); airports-zoning (2). It was also reported that staff representatives from City and County Park Boards, Planning Commissions and Development Agencies in the area had reached concurrence on a formal agreement to implement a regional open-space planning program. Some local governing bodies had already adopted resolutions authorizing participation.

Milwaukee County, Wisconsin. In 1961 the Metropolitan Study Commission made a general investigation of approximately 25 areas of intergovernmental cooperation among the 49 units of government in Milwaukee County.³⁵ One hundred twenty-four cases of cooperative situations were reported, 55 percent of which were formally authorized. There were 52 formal agreements involving cities and villages with one another and with public schools, vocational schools, county, metropolitan sewerage commissions and Milwaukee sewerage commission. Among these were agreements for street construction and maintenance (16); drainage (7); various services on a fee or rental basis (14). Thirty formal agreements involved public schools with one another and with vocational schools, and eight involved vocational schools with one another and with the county.

St. Louis County, Missouri. In 1964 88 of the 96 cities, towns, villages in St. Louis County had a total of 341 service contracts with the County government in several functional areas:³⁶

Service	Number of Cities Contracting
Inspection Services	
Building & Mechanical	2
Plumbing	29
Electrical	54
Property Tax Collection	27

Service	Number of Cities Contracting
Police Services	
All	6
Radio	44
Health & Sanitation, General	79
Mosquito Control	5

Patterns of Cooperation

Where considerable use is made of interlocal contracts and agreements, two basic patterns emerge: a "horizontal" system and a "vertical" system. A "vertical" network of agreements develops between larger units such as cities, counties, or the State and smaller local governments. Frequently, for example, a county will take the initiative in informing local governments of the availability of the services and in facilitating their entering into contracts for the use of them. A somewhat comparable pattern develops when a central city provides services to surrounding towns, villages, and suburbs. On a more limited basis and in particular functional areas, this system will develop between States and local governments. While agreements could be used among any of the governments in a vertical relationship, contracts are more usual, since major jurisdictions have the facilities and the trained personnel which smaller jurisdictions need.

The "horizontal" pattern is based on agreements among similar governments for mutual undertakings. Towns and villages, for example, may establish joint police forces, enter into mutual aid fire agreements, or agree to share a sanitary land fill operation. School districts may agree to share recreational facilities, processing of library acquisitions, or a central purchasing program. Local fire protection districts may enter into mutual aid agreements. An "horizontal" relationship also develops when suburbs or rural localities agree to joint undertakings or contracts with special districts for specific services. For example, such municipalities not included within the service area of a water supply or sanitary district may contract for water or waste treatment and disposal services.

Contracts or Agreements?

The foregoing review of "horizontal" and "vertical" relationships raises the question of what factors influence the choice of a joint agreement as against a contract. Generally speaking, if a mutuality of interest, resources, facilities, and potential contribution does not exist a joint agreement approach is unlikely. For example, in developing mutual aid fire fighting agreements in the Cleveland metropolitan area, municipalities had come to accept them as a "you help us, we'll help you" relationship. This approach, however, was hardly applicable to their relations with the city of Cleveland, since its fire fighting organization was and is so much larger and more expensive than the suburban units that a real element of mutuality is lacking. The city therefore has required that arrangements with the suburbs be based on service contracts, with a payment for each fire run made.

The contract approach may also be more appropriate when the cooperating jurisdictions are of different types, with different organizational structures.

For example, water districts sharing common powers and objectives might conveniently enter into joint agreements for the development of a new storage reservoir; municipalities, on the other hand, might find it more expedient merely to contract with a water district for a certain amount of water at a stipulated charge.

Contracts for services are particularly well adapted for providing a commodity type of service such as water, or a standardized technical service such as police radio, criminal investigation laboratory facilities, and electronic data processing. Joint agreements seem to be better adapted to providing services that require program development and policy decisions, e.g., recreation, planning, and urban renewal.

FACILITATING INTERLOCAL COOPERATION

A number of the surveys of intergovernmental cooperation highlight the need for an institutionalized forum that brings governments together to consider potential areas of cooperation and to explore alternative approaches to the provision of services. Without such a forum, promising opportunities are lost by default. These surveys also indicate that a favorable climate for cooperation requires the presence of a government or agency that can give continuity and direction to efforts at cooperation and serve as an expeditor of intergovernmental coordination. Several studies conclude that an information gap regarding the availability of agreements and contracts is a major factor explaining the failure to use them more fully. A typical comment comes from a study of intergovernmental problems in the Chagrin Falls area of metropolitan Cleveland:

The principal handicap to the optimum development of services by contract by several different units is the absence of a focal point of leadership for continuously doing these things that will get community leaders together and solve problems. This is the greatest challenge to the Chagrin Falls area if the intermunicipal contract method is to be continued.³⁷

Various approaches have been developed to provide the necessary organization for facilitating interlocal contracting and agreements.

State Agencies

A number of State agencies concerned with local affairs have developed handbooks, assembled information, and provided assistance to governments considering interlocal contracting and agreements. In its first annual report, the California Coordinating Council on Urban Policy (subsequently renamed the Intergovernmental Council on Urban Growth) recognized this role and recommended that local governments be supported and encouraged by the State in their efforts toward intergovernmental cooperation and in the use of contracts and agreements. The recommendation urged regional action to cope with regional problems.³⁸

In New York, the State Office for Local Government cooperated with the Joint Legislative Committee on Metropolitan Areas Study in publishing a digest of New York State law on municipal cooperation to make more generally available citations and brief summaries of all of the various statutory authorizations for cooperative undertakings.³⁹ In addition, this Office published a handbook, Local Government Cooperation: Uses-Procedures-Case Studies, a Guide for Municipal

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Officials, which reviews the effective uses of cooperation, and provides a guide to the principal procedures including contracts for services, agreements for joint action, and special county service districts.⁴⁰ The Bureau of Municipal Affairs in Pennsylvania, whose functions have recently been transferred to the newly established State Office for Community Development, maintains a roster of cooperative agreements in the State which is available, along with sample agreement forms, to any municipality interested in exploring the use of contracts and agreements.

Georgia legislation enacted in 1963 goes a step beyond assistance and provides a positive incentive for cooperative undertakings. It authorizes a greater State share of financial assistance for joint projects than that stipulated under basic aid programs. A model act based on the Georgia statute is included in the 1967 State Legislative Program of the Advisory Commission and is reproduced in Appendix G of this Handbook, page 34 .

Regional Organizations

More and more, local governments are participating in regional organizations designed to provide a common meeting place for discussing mutual problems and seeking solutions. Such bodies can foster and facilitate intergovernmental contracts and agreements by providing a forum for exploration and negotiation and by offering technical assistance and facilities for exchange of information. The Intergovernmental Cooperation Committee of the Milwaukee, Wisconsin, Metropolitan Study Commission, in its final report on intergovernmental cooperation, concluded that there must be a foundation of intergovernmental communication between officials of governments at the high levels and that "a forum for the joint and mutual exploration by the heads of government in the county of the many mutual problems involved the rendering of municipal services is a necessity."⁴¹ The Committee recommended formation of an intergovernmental cooperation advisory council which, among other functions, would assist local governments in making maximum use of formal and informal agreements by actively promoting them.

Today, regional organizations of governments and public officials take many forms, ranging from formally established independent legal entities generally called councils of governments; through less formally structured conferences, committees, and commissions of public officials; to quite informal gatherings.⁴²

Broad enabling interlocal contracting and agreement statutes may themselves provide a legal basis for establishing a formally structured council of governments. Alternatively, specific authorizing legislation is used in a number of States. The Advisory Commission has developed a model statute authorizing the establishment of "Regional Councils of Public Officials" with powers to include authority to "promote cooperative arrangements and coordinate action among its members."⁴³ Such councils provide a continuing formal entity that can serve as a forum for bringing interested governments together. They can be staffed to render professional and technical assistance.

The compact agreement establishing the Mid-Willamette Valley Council of Governments in the Salem, Oregon area includes among its purposes the utilization of various tools of intergovernmental cooperation, including joint enterprises through formal agreements "within contemporary political structures." Pursuant to this mandate, the Council has conceived, encouraged, administered, and even participated in a number of formal agreements and contracts for joint

undertakings and for the provision of services. The Salem area regional transportation study, for example, was based on a contract among two counties, the city, the regional planning council, the council of governments, and the State highway department. The regional airport was upgraded by a joint agreement involving the two counties and the city of Salem. In developing an areawide program for the provision of sewage facilities, contracts will be made available by the city to provide administrative and engineering services for county sewer districts. Counties also may contract with Salem for park maintenance and construction services under a regional park program which has been developed.⁴⁴

Less formally structured and staffed areawide committees, councils, and commissions are authorized under a wide variety of State acts. Washington legislation adopted in 1965 is a case in point.⁴⁵ It authorizes counties, cities, and towns to establish regional conferences to study regional and governmental problems of mutual concern. Earlier legislation in Virginia authorizes cities and counties to form associations for the purpose of promoting the interests and welfare of the individual member communities by investigation, discussion, and cooperative effort.⁴⁶

Regional planning agencies are still another type of areawide organization which encourage and facilitate the use of intergovernmental contracts and agreements. Areawide plans for the physical development of a region frequently include areawide projects and undertakings which might most advantageously be accomplished through formal joint efforts either by contract or agreement, rather than by depending on State or county agencies or on new special districts or authorities. By focusing on this alternative approach, potential contracts and agreements can be brought to the attention of the local officials responsible for achieving planning objectives.

It is not at all uncommon for public officials and community leaders in an area to meet together periodically to discuss common problems. Such continuing efforts, not dependent upon specific State authorizing legislation, may lack the stability, structure, and staff of councils of governments and other regional agencies. However, they can initiate steps leading to formal contracts and agreements and may, in fact, themselves be the forerunners of one of the more formal regional arrangements established under State law. Witness the Plymouth, Michigan Community Leadership Conference, initiated by the Plymouth Community Chamber of Commerce in March of 1966, consisting of delegates from Plymouth, Plymouth Township, and Canton Township. Delegates included both public officials and other community leaders. The Conference has produced recommendations and encouragement for joint service programs among the units of government, including consideration of possible joint police protection and refuse disposal programs.⁴⁷ Another example is provided by a planning effort in the Roseburg, Oregon, area. In 1965 a Planning Forum was inaugurated by the area Chamber of Commerce to help coordinate future development in the area. It soon found itself dealing with problems of a regional nature. This led to cooperative efforts including a memorandum of agreement between the city and county on road maintenance. The culmination of these initial efforts was the formal establishment of the Central Umpqua Regional Planning Commission.

Cities and Counties

In developing interlocal contracts and agreements which launch various cooperative undertakings, cities and counties frequently generate the continuing attention and staffing that constitute one of the vital conditions necessary

for their successful use. The extensive network of relationships between Philadelphia and surrounding jurisdictions, for example, produced an administrative change in city government four years ago; this, in turn, triggered additional developments. Early in 1963, the mayor of the central city issued an executive order which established a comprehensive and coordinated program for metropolitan cooperation through the use of intergovernmental agreements. The order instructed all city officials to cooperate with neighboring county, township, and other local jurisdictions, to the fullest degree possible, in developing joint action on common problems. It stressed the need for program planning and designated the Office of Development Coordinator in the Mayor's office as the focal point of the city's effort.⁴⁸

The most highly developed machinery for a county program of assistance to local governments--based on contract and agreement relationships--is found in Los Angeles County. Contract services have long been provided by the County to incorporated cities; as early as 1950, approximately 400 contracts provided the basis for services to some 45 cities. In April 1954 a further step was taken with the incorporation of the city of Lakewood which developed a contract services plan in cooperation with the county; the Lakewood plan provided virtually all municipal services to the city. This growing use of contracts prompted administrative changes and an Office of County-City Coordinator was established in the Office of the County's Chief Administrative Officer. The Coordinator is a full-time position with staff; the unit provides direction for the program and works closely with county departments and city officials in developing, negotiating, and processing contracts. In addition, each affected county department has an appointed contract city service representative. Finally, standard formal agreements have been developed for the basic services provided and a "general services agreement" has also been drafted to be used in cases where a standard form is lacking.⁴⁹

University Bureaus and Professional Associations

Many other agencies may provide information or services of a more general nature regarding interlocal contracts or agreements. University institutes of local government and bureaus of community services and development from time to time have studied the scope and use of interlocal contracting agreements within States. They have prepared reports and memorandums and in other ways served to disseminate information concerning the value of contracts and agreements. In this connection, the Fels Institute of Local and State Government at the University of Pennsylvania should be cited; the Institute maintains a current file of sample contracts and agreements which are made available to interested local governments.

State and national associations of public officials frequently provide similar informational services. But they rarely become directly involved in assisting individual governments to develop specific areas of cooperation and to negotiate and enter into contracts or agreements. A number of State leagues of municipalities, including those in Georgia, Kansas, New Jersey, California, and Minnesota have conducted surveys of such contracts and agreements within their respective States and prepared summary reports. They also have compiled citations to State law authorizing interlocal contracts and agreements and some leagues maintain files of sample agreements and contracts for their members.⁵⁰ To cite an example, the League of Minnesota municipalities recently completed a comprehensive survey of interlocal cooperation throughout the State. A follow-up report will summarize the use of interlocal contracts and agreements and the result-

ing administrative arrangements. A file of all agreements and contracts used has been assembled and sample copies are made available to local officials. Following another approach, the League of California Cities in 1963 published a handbook on Inter-Municipal Cooperation Through Contractual Agreements which provides information regarding their use, points to be considered in drafting, and several model contract and agreement forms.

On a national basis, the National Institute of Municipal Law Officers maintains a file of sample contracts and agreements from around the country and the annual report of their Committee on Inter-Municipal Cooperation in the NIMLO Municipal Law Review summarizes developments during the preceding year. The Municipal Yearbook, published by the International City Managers' Association, also includes several sections which review recent trends in this field.

INTERLOCAL COOPERATION THROUGH CONTRACTS AND AGREEMENTS--CONCLUSIONS

Intergovernmental contracts and agreements are the most widely used formal method of accommodating governmental problems to geographic boundaries. They provide a formal yet flexible and adaptable method for public jurisdictions of all types and at all levels to cooperate and share responsibility for providing public services and facilities. They constitute a method of adaptation which bypasses basic structural and organizational problems and the issue of allocating responsibility among levels of government. Finally, they stress consolidation of services, rather than consolidation of governments.

The purpose of this brief review of intergovernmental contracts and agreements is not to compare this mode of adaptation of governments to other approaches. Several Advisory Commission reports and other studies, discuss this broader question in depth.⁵¹ In any event, it is generally conceded that contracts and agreements are useful devices that should be available to governments. They may complement or supplement other approaches. They place operating tools in the hands of public officials and enable them to discharge their responsibilities more effectively. When used wisely and with discrimination, they enhance the opportunities available for initiating intergovernmental cooperation on a horizontal or vertical basis. For all these reasons, they merit greater consideration by decision-makers at all levels of government and by the public-at-large.

FOOTNOTES

1. Governmental Structure, Organization, and Planning in Metropolitan Areas, Report A-5, (Washington, D. C.: July 1961), pages 24 and 25.
2. 1967 State Legislative Program, Report M-33, (Washington, D. C.: September 1966), pages 477-483.
3. Performance of Urban Functions: Local and Areawide, Report M-21, (Washington, D. C.: September 1963).
4. Brief descriptions and evaluations of various methods of structural and procedural adjustment and reorganization of local governments are included in: Governmental Structure, Organization, and Planning in Metropolitan Areas, op. cit.; Alternative Approaches to Governmental Reorganization in Metropolitan Areas, Report A-11, (Washington, D. C.: The Advisory Commission on Intergovernmental Relations, June 1962); State Responsibility in Urban Regional Development, (Chicago, Illinois: The Council of State Governments, 1962); and Roscoe C. Martin, Metropolis in Transition: Local Government Adaptation to Changing Urban Needs, (Washington, D. C.: The Housing and Home Finance Agency, 1963).
5. Roscoe C. Martin, op. cit., page 23.
6. See Section 204, Demonstration Cities and Metropolitan Development Act of 1966, Public Law 89-754.
7. See Appendix A, page 23, for a list of these States, with statutory citations.
8. See Appendix C, page 29, for listing and citations.
9. See Frederick L. Zimmerman and Mitchell Wendell, "No Positive Barriers," National Civic Review, November 1959, pages 522-525 and 554 and Herbert L. Wiltsee and Mitchell Wendell, "Intergovernmental Relations," in State Constitutional Revision, edited by W. Brooke Graves, (Chicago, Illinois: Public Administration Service, 1960), pages 253-264.
10. Article VII, Section 28, for intrastate; and Article III, Section 5, for interstate.
11. See, for example, The Intergovernmental Cooperation Committee, Metropolitan Study Commission, Final Report on Intergovernmental Cooperation in Milwaukee County, (Milwaukee, Wisconsin: 1961), page 17ff.
12. Leigh S. Grosenick, "Many Hands Make the Burden Light," Minnesota Municipalities, Vol. 50, No. 6, (June 1965), page 156.

13. Minnesota Statutes Annotated, Chapter 462.371; Minnesota Laws of 1965, Chapter 694.
14. Michigan Statutes Annotated 5.4082; Public Act 35 of 1951, Section 2. See "Research Brief on Legislation on Intergovernmental Cooperative Agreements," (Detroit, Michigan: Citizens Research Council of Michigan, February 1966), page 5.
15. Max A. Pock, Consolidating Police Functions in Metropolitan Areas, (Ann Arbor, Michigan: The University of Michigan Law School, 1962), p. 32.
16. See Appendix B, page 24, for text.
17. See Appendix B, Section 4, page 26.
18. Final Report on Intergovernmental Cooperation in Milwaukee County, op. cit., page 19.
19. Governor's Local Affairs Study Commission, Local Government in Colorado, (Denver, Colorado: 1966), page 81.
20. Appendix B, Sections 3 and 4, page 26.
21. Wisconsin Statutes Annotated, Section 66.30(4). For a brief discussion of this whole question and further citations see Pock, op. cit., pages 33 and 34.
22. 148 U. S. 503 (1893).
23. California, Indiana, Missouri, New Mexico, Nevada, Oregon, Utah, Nebraska, Minnesota, and Kentucky.
24. Appendix B, Section 5, page 27. The introductory statement includes a discussion of this question.
25. Appendix D, page 30.
26. For a listing of such studies, see the annotated bibliography, pages 36-51.
27. Senate Fact Finding Committee on Local Government, State of California, Report to the Legislature, 1961 Regular Session, pages 58 and 59.
28. Samuel K. Gove, The Lakewood Plan, (Urbana, Illinois: Institute of Government and Public Affairs, University of Illinois, 1961).
29. Interlocal Cooperation in New York State, (Albany, New York: Comptroller, State of New York, 1958).
30. The League of Kansas Municipalities, Intergovernmental Cooperation--Key to the Future, (Topeka, Kansas: 1964).
31. John E. Trafford, "Inter-Municipal Activities and Joint Services in New Jersey," New Jersey Municipalities, June 1965, pages 8-11.

32. Citizens Research Council of Michigan, Staff Papers on Governmental Organization for Metropolitan Southeast Michigan, (Lansing, Michigan: January 1965).
33. George S. Blair, Interjurisdictional Agreements in Southeastern Pennsylvania, (Philadelphia, Pennsylvania: Fels Institute of Local and State Governments, University of Pennsylvania, 1960).
34. "Cooperative Agreements and Arrangements, Philadelphia and Other Governmental Jurisdictions," prepared by the Office of Development Coordinator, Metropolitan Affairs, City of Philadelphia, Pennsylvanian, December 1965, pages 4-6.
35. Final Report on Intergovernmental Cooperation in Milwaukee County, op. cit.
36. Services Provided to Municipalities by the St. Louis County Government, Prepared by the Governmental Research Institute, April 1964.
37. Cleveland Bureau of Governmental Research, Intergovernmental Problems in the Chagrin Falls Areas--A Case Study, (Cleveland, Ohio: February 1960), page 27.
38. California Urban Policy for Intergovernmental Action, First Report of the Coordinating Council on Urban Policy, (Sacramento, California: January 1965), pages 16-18.
39. Municipal Cooperation--A Digest of New York State Law, 1963 Revised Edition, (Albany, New York: New York Joint Legislative Committee on Metropolitan Areas Study, 1963).
40. Albany, New York: Office for Local Government, April 1963.
41. Final Report on Intergovernmental Cooperation in Milwaukee County, op. cit., pages 36 and 37.
42. For additional information see Advisory Commission on Intergovernmental Relations, Metropolitan Councils of Governments, Report M-32, (Washington, D. C.: August 1966).
43. 1967 State Legislative Program, op. cit., pages 367-370.
44. These examples are cited in Roscoe C. Martin, op. cit., pages 32-34.
45. Washington, Laws of 1965, Chapter 84 (H.B. 621).
46. Virginia Code of 1950, Section 15.1-20 (Virginia Acts 1956, Chapter 246).
47. Carl Pursell, "Plymouth Community Leadership Conference," Michigan Municipal Review, Vol. XXXIX, No. 9, (September 1966), pages 238-239.
48. Philip M. Savage, "How Philadelphia Fosters Intergovernmental Cooperation," Nation's Cities, April 1964, pp. 19-21.

49. Charles M. O'Connor, "Report of the Committee on Inter-Municipal Cooperation," NIMLO Municipal Law Review, 1965 edition. (Washington, D. C.: National Institute of Municipal Law Officers, 1965), pp. 167-173.
50. For citations to reports of surveys and listings of statutes refer to the annotated bibliography, pp. 31-51.
51. See references in footnote 2.

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APPENDIX A

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 contracts), 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. 4 A	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
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
West Virginia	W. Va. Code, Sec. 8A-4-31	1937
Wisconsin	Wis. Stat. Ann., Sec. 66.30	1939

*NOTE: Not all of these State statutes are equally broad either as to powers which may be exercised jointly or 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).

APPENDIX B

INTERLOCAL CONTRACTING AND JOINT ENTERPRISES

Model Act

The relationship of local governmental units to the functions which they are expected to perform raises difficult questions. The burgeoning of governmental services and the changing demands of modern life have sometimes required functions to be administered within geographic units larger than, or at least not coincident with the boundaries of existing political subdivisions. To a limited extent, municipal consolidations and annexations have taken place in an attempt to meet altered demographic situations. But the problem of devising appropriate local government areas remains. Often it is only a single function, or a limited number of functions that should be performed on a different or consolidated basis. In these instances the abolition of existing units is too extreme a remedy. On the other hand, special districts can and have been formed for school, fire protection, public sanitation, etc. Such districts are of great utility and doubtless will continue to be important. However, the creation of such districts usually requires special action from state authorities and may result in the withdrawal of control over the function from the political subdivisions formerly responsible for it. In these circumstances, there may be a large number of situations in which joint or cooperative rendering of one or more services by existing political subdivisions is called for.

In recent years states have been authorizing their political subdivisions to enter into interlocal agreements or contracts. Arrangements under which smaller communities send their high school pupils to the schools in adjacent larger cities, purchase water from a metropolitan supply system, receive police and fire protection from neighboring communities, or establish joint drainage facilities are becoming relatively frequent. However, legislation authorizing such arrangements had, almost without exception, been particularistic, related only to the peculiar requirements of a designated local activity. The suggested Interlocal Cooperation Act which follows authorizes joint or cooperative activities on a general basis. It leaves it up to the local governmental units to decide what function or functions might better be performed by them in concert. The act does not grant any new powers to localities; it merely permits the exercise of power already possessed by the subdivision in conjunction with one or more other local communities for a common end. By leaving this degree of initiative with the localities themselves, the act seeks to make it easier for them to enter upon cooperative undertakings.

Because local governments and subdivisions have responsibility for the administration of certain state functions, and because the state in turn bears certain responsibilities for its subdivisions, some degree of control over interlocal agreements is both necessary and desirable. The suggested act provides this control by specifying the basic contents of such agreements and by requiring review by the attorney general and, in some cases, by other state officers before an agreement goes into effect.

It is believed that legislation of this type will be most useful if drawn so as to permit its use for any local function. However, it is recognized that some activities may present special problems and that states may wish to continue the practice of making special statutory provision for such types of interlocal cooperation. It would be quite possible for a state to enact this statute for use with reference to most types of interlocal cooperation and to make provision elsewhere in state law for types of interlocal functions requiring special handling.

Alternative language is offered in section 4(a) which would provide a broad or narrow use of the joint agreement power. Without the language in parenthesis, the act

permits two or more public agencies to exercise a power jointly or cooperatively as long as one of them possesses the power. For example, Community A which has the power to build and maintain a public water supply system and Community B which does not have such a power, could enter into an agreement for the joint or cooperative construction and maintenance of such a facility. Some states may wish to enact a statute of this breadth. However, others may wish to limit the statute to use in situations where all agreeing public agencies can exercise the power separately. Inclusion of the language provided in parenthesis would accomplish this limitation if desired.

It should be noted that the suggested act is drafted for use between or among communities whether or not they are located within a single state. Patterns of settlement often make it advantageous for communities at or near state lines to enter into cooperative relationships with neighboring subdivisions on the other side of the state boundary. It is clear that such relationships are possible when cast in the form of interstate compacts. Accordingly, the suggested act specifically gives interlocal agreements across state boundaries the status of compacts. However, the usual interstate compact is an instrument to which states are party. Since the contemplated interlocal agreements should be the primary creation and responsibility of the local communities, the act makes them the real parties in interest for legal purposes and places the state more in the position of guarantor. Since this means that the obligation is enforceable against the state if necessary, the interlocal agreement will have all the necessary attributes of a compact. However, the state in turn is protected by the requirement of prior approval of the agreement by state authorities and by the provisions of section 5 preserving the state's right of recourse against a nonperforming locality.

There has been much confusion concerning the need for congressional consent to interstate compacts. The wording of the Compact Clause of the Constitution has led some to believe that all compacts need congressional consent. However, this is clearly not the case. The leading case of *Virginia v. Tennessee*, 148 U.S. 503 (1893) makes it clear that only those compacts which affect the balance of the federal system or affect a power delegated to the national government require congressional consent. Such pronouncements as have come from state courts also take this position. *Bode v. Barrett*, 412 Ill. 204, 106 NE 2d 521 (1952); *Dixie Wholesale Grocery Inc. v. Morton*, 278 Ky. 705, 129 SW 2d 184 (1939), Cert. Den. 308 U.S. 609; *Roberts Tobacco Co. v. Michigan Dept. of Revenue*, 322 Mich. 519, 34 NW 2d 54 (1948); *Russell v. American Ass'n.*, 139 Tenn. 124, 201 SW 151 (1918). Finally, it should be noted that the Southern Regional Education Compact to which a large number of states are party has been in full force and operation for over seven years even though it does not have the consent of Congress and when challenged, the compact was upheld. *McCreedy v. Byrd*, 195 Md. 131, 73 A 2d 8 (1950). Except where very unusual circumstances exist, it seems clear that powers exercised by local governments either individually or in concert, lie squarely within state jurisdiction and so raise no question of the balance of our federal system. Accordingly, in the absence of special circumstances, it is clear that interlocal agreements between or among subdivisions in different states would not need the consent of Congress.

Some of the states have boundaries with Canada or Mexico. Therefore, it may be that some border localities in these states might have occasion to enter into interlocal agreements with communities in these neighboring foreign countries. The suggested act makes no provision for such agreements since it is felt that agreements with foreign governmental units may raise special problems. States having such boundaries might want to consider whether to devise means for extending the benefits of this suggested act to agreements between their subdivisions and local governments across an international boundary. Any state wishing to follow this course, might add appropriate provisions to the suggested act at the time of passage or might amend its statute later after experience with the legislation within the United States has been gained.

Suggested Legislation

[Title should conform to state requirements.]

(Be it enacted, etc.)

1 Section 1. Purpose. It is the purpose of this act to permit local governmental

2 units to make the most efficient use of their powers by enabling them to cooperate
3 with other localities on a basis of mutual advantage and thereby to provide services
4 and facilities in a manner and pursuant to forms of governmental organization that
5 will accord best with geographic, economic, population, and other factors influencing
6 the needs and development of local communities

1 Section 2. Short Title. This act may be cited as the Interlocal Cooperation Act.

1 Section 3. Definitions. For the purposes of this act:

2 (1) The term "public agency" shall mean any political subdivision [insert enumera-
3 tion, if desired] of this state; any agency of the state government or of the United
4 States; and any political subdivision of another state.

5 (2) The term "state" shall mean a state of the United States and the District of
6 Columbia.

1 Section 4. Interlocal Agreements. (a) Any power or powers, privileges or author-
2 ity exercised or capable of exercise by a public agency of this state may be exercised
3 and enjoyed jointly with any other public agency of this state [having the power or
4 powers, privilege or authority], and jointly with any public agency of any other state
5 or of the United States to the extent that laws of such other state or of the United
6 States permit such joint exercise or enjoyment. Any agency of the state government
7 when acting jointly with any public agency may exercise and enjoy all of the powers,
8 privileges and authority conferred by this act upon a public agency.

9 (b) Any two or more public agencies may enter into agreements with one another
10 for joint or cooperative action pursuant to the provisions of this act. Appropriate
11 action by ordinance, resolution, or otherwise pursuant to law of the governing bodies
12 of the participating public agencies shall be necessary before any such agreement may
13 enter into force.

14 (c) Any such agreement shall specify the following:

15 (1) Its duration.

16 (2) The precise organization, composition and nature of any separate legal
17 or administrative entity created thereby together with the powers delegated thereto,
18 provided such entity may be legally created.

19 (3) Its purpose or purposes.

20 (4) The manner of financing the joint or cooperative undertaking and of
21 establishing and maintaining a budget therefor.

22 (5) The permissible method or methods to be employed in accomplishing the
23 partial or complete termination of the agreement and for disposing of property upon
24 such partial or complete termination.

25 (6) Any other necessary and proper matters.

26 (d) In the event that the agreement does not establish a separate legal entity to
27 conduct the joint or cooperative undertaking, the agreement shall, in addition to
28 items 1, 3, 4, 5, and 6 enumerated in subdivision (c) hereof, contain the following:

29 (1) Provision for an administrator or a joint board responsible for admin-
30 istering the joint or cooperative undertaking. In the case of a joint board public
31 agencies party to the agreement shall be represented.

32 (2) The manner of acquiring, holding, and disposing of real and personal
33 property used in the joint or cooperative undertaking.

34 (e) No agreement made pursuant to this act shall relieve any public agency of any
35 obligation or responsibility imposed upon it by law except that to the extent of actual
36 and timely performance thereof by a joint board or other legal or administrative entity
37 created by an agreement made hereunder, said performances may be offered in satisfac-
38 tion of the obligation or responsibility.

39 (f) Every agreement made hereunder shall, prior to and as a condition precedent
40 to its entry into force, be submitted to the attorney general who shall determine
41 whether the agreement is in proper form and compatible with the laws of this state.
42 The attorney general shall approve any agreement submitted to him hereunder unless he
43 shall find that it does not meet the conditions set forth herein and shall detail in
44 writing addressed to the governing bodies of the public agencies concerned the specif-
45 ic respects in which the proposed agreement fails to meet the requirements of law.
46 Failure to disapprove an agreement submitted hereunder within [] days of its sub-
47 mission shall constitute approval thereof.

48 [(g) Financing of joint projects by agreement shall be as provided by law.]

1 Section 5. Filing, Status, and Actions. Prior to its entry into force, an agree-
2 ment made pursuant to this act shall be filed with [the keeper of local public records]
3 and with the [secretary of state]. In the event that an agreement entered into pur-
4 suant to this act is between or among one or more public agencies of this state and
5 one or more public agencies of another state or of the United States said agreement
6 shall have the status of an interstate compact, but in any case or controversy involv-
7 ing performance or interpretation thereof or liability thereunder, the public agencies
8 party thereto shall be real parties in interest and the state may maintain an action
9 to recoup or otherwise make itself whole for any damages or liability which it may in-
10 cur by reason of being joined as a party therein. Such action shall be maintainable
11 against any public agency or agencies whose default, failure of performance, or other
12 conduct caused or contributed to the incurring of damage or liability by the state.

1 Section 6. Additional Approval in Certain Cases. In the event that an agreement
2 made pursuant to this act shall deal in whole or in part with the provision of serv-
3 ices of facilities with regard to which an officer or agency of the state government
4 has constitutional or statutory powers of control, the agreement shall, as a condition
5 precedent to its entry into force, be submitted to the state officer or agency having
6 such power of control and shall be approved or disapproved by him or it as to all
7 matters within his or its jurisdiction in the same manner and subject to the same re-
8 quirements governing the action of the attorney general pursuant to section 4(f) of
9 this act. This requirement of submission and approval shall be in addition to and not
10 in substitution for the requirement of submission to and approval by the attorney
11 general.

1 Section 7. Appropriations, Furnishing of Property, Personnel and Service. Any
2 public agency entering into an agreement pursuant to this act may appropriate funds
3 and may sell, lease, give, or otherwise supply the administrative joint board or other

4 legal or administrative entity created to operate the joint or cooperative undertaking
5 by providing such personnel or services therefor as may be within its legal power to
6 furnish.

1 Section 8. Interlocal Contracts. Any one or more public agencies may contract
2 with any one or more other public agencies to perform any governmental service, activ-
3 ity, or undertaking which [[each public agency] or [any of the public agencies]]
4 entering into the contract is authorized by law to perform, provided that such con-
5 tract shall be authorized by the governing body of each party to the contract. Such
6 contract shall set forth fully the purposes, powers, rights, objectives, and responsi-
7 bilities of the contracting parties.¹

1 Section 9. Separability. [Insert separability clause.]

1 Section 10. Effective Date. [Insert effective date.]

1. Interlocal contracts for services raise some problems different than those raised by interlocal agreements for joint enterprises. Existing general law governing contracts by local governments should be examined to relate this authorization to them, if necessary. Additional provisions may be needed or desirable in this section. Provisions similar to those in subsection 4(f), the filing provisions of section 5, and the additional approval in section 6 could be considered in this connection.

Source: Advisory Commission on Intergovernmental Relations, 1967 State Legislative Program of the Advisory Commission on Intergovernmental Relations, Washington, D. C.: October 1966, pp. 477-483. This model act was adopted, with certain revisions, from Council of State Governments, Suggested State Legislation--Program for 1957, Chicago, Illinois: Council of State Governments, October 1956, pp. 93-97.

APPENDIX C

STATE CONSTITUTIONAL PROVISIONS AUTHORIZING INTERLOCAL COOPERATION

Citations and Date of Enactment

State	Citation	Enactment Date
Alaska	Const., art. X, Sec. 13	1959
California	Const., art. 11, Sec. 4-1/2	1922
Georgia	Const., Title 2, art. VII, Sec. 6, c. 2-59	1941
Hawaii	Const., art. 14, Sec. 5	1959
Michigan	Const., art. 7, Sec. 28 (intrastate) art. 3, Sec. 5 (interstate)	1963
Missouri	Const., art. 6, Sec. 16	1945
New York	Const., art. IX, Sec. 1(c)	1963

Note: Not all of these constitutional provisions are equally broad either as to powers authorized or units of government which may participate, nor do they all specifically authorize both agreements and service contracts.

APPENDIX D

INTERGOVERNMENTAL COOPERATION

Model Constitutional Provision

In recent years, new or revised state constitutions (notably those of Michigan, Alaska, and Hawaii) have contained specific provisions authorizing intergovernmental relations. Apparently, constitution makers have thought that interstate, federal-state and interlocal cooperation have reached a point where they would benefit from specific recognition in constitutional texts. Since the purpose of such provisions is to enable more flexibility in such cooperative endeavors than might otherwise be encouraged, they should be drawn in the broadest possible terms.

A suggested constitutional amendment, formulated by the New York State Joint Legislative Committee on Interstate Cooperation, is offered for the consideration of those who are contemplating specific provisions on intergovernmental relations. It authorizes interstate and federal-state cooperation. Inclusion of the phrase "any one or more foreign powers, including any governmental unit thereof" is merely to make sure that the cooperation authorized is no less broad than that contemplated by Article I, Section 10, Clause 3 (the compact clause) of the Constitution of the United States. With the addition of the bracketed optional language it will also specifically authorize intrastate intergovernmental cooperation, thereby covering the whole range of possible combinations of cooperating jurisdictions.

Since some of the more recent state constitutions contain general provisions dealing explicitly with intergovernmental relations, it may be that in the future, other states will follow this practice. Because of the stylistic variations in state constitutions, the adoption of such a change may necessitate conforming alterations in other parts of the constitutional document. The draft language suggested below is designed to reduce or avoid such additional changes to the greatest degree possible. However, each state should examine the situation to see how the wording of the amendment would fit into its own constitutional pattern and to determine what adaptations, if any, are desirable.

The theory on which this suggested constitutional amendment has been drafted is that the language should be broadly enabling in character. It is recognized that limitations of some sort may be desirable but these are believed to be more appropriate for statute than for constitutional provision. Attention is called to the Interlocal Contracting and Joint Enterprises Act that precedes this model in Appendix B. Limitations of the type contained therein may be illustrative of the situations in which statutory implementation or restriction of the constitutional authority here granted would be appropriate.

Suggested Constitutional Provision

[Title, format, and procedural practice for constitutional amendment should conform to state practice and requirements.]

- 1 Subject to any provision which the legislature may make by statute, the state, or any one or more
- 2 of its municipal corporations and other subdivisions, may exercise any of their respective powers, or
- 3 perform any of their respective functions and may participate in the financing thereof jointly or in
- 4 cooperation with any one or more [municipal corporations or other subdivisions within this state or
- 5 with] other states, or municipal corporations, or other subdivisions of such states, or with the United
- 6 States, including any territory, possession or other governmental unit thereof, or with any one or more
- 7 foreign powers, including any governmental unit thereof.

Source: Extracted, with optional language added, from Advisory Commission on Intergovernmental Relations, 1967 State Legislative Program of the Advisory Commission on Intergovernmental Relations, (Washington, D. C.: October 1966), pp. 387-390 and Council of State Governments, Suggested State Legislation--Program for 1961, (Chicago, Illinois: Council of State Governments, October 1960), pp. 63-66.

APPENDIX E

DESCRIPTION OF MAJOR SERVICES AVAILABLE TO CITIES
IN LOS ANGELES COUNTY, 1961

Service	Description	Department
Assessment and Tax Collection	Assesses annually all taxable property in the County.	Assessor
	Prepares assessment roll including all taxable land, improvements and personal property in the County. Collects and distributes taxes. Collects business and regulatory license fees.	Tax Collector
Basic Health Services	Provides basic health services required by State law; for example, communicable disease control, public health nursing service, public health education, environmental sanitation services, tuberculosis control, and Health Officer's clinics.	Health
Bicycle License Enforcement	Conducts bicycle licensing programs and inspections.	Sheriff
Building and Safety Code Enforcement	Enforces cities' building, plumbing and electrical codes; makes all inspections and issues all permits and orders required by such enforcement.	Engineer
Business Licenses	Insures that all individuals and companies doing business within the city have obtained applicable licenses.	Tax Collector
	Investigates licensed businesses for conformance with business license ordinances. Investigates applications for licenses.	Sheriff
Consolidation of Elections	Adds city or special district measures to primary or general election ballots.	Registrar of Voters
Emergency Ambulance Service	Answers police calls for emergency ambulance service; administers emergency medical aid. (County contracts with ambulance agencies and medical facilities for these services.)	General Hospital
Enforcement of City Health Ordinances	Enforces city's special health and sanitation ordinances. Provides rodent control service.	Health
Fire Protection	Conducts fire prevention program including: Inspections of dwellings, commercial and industrial buildings, and special fire hazards such as oil fields and weed growths. Educational programs in schools and for the general public. Operates fire fighting services including: Fire stations and related facilities with specialized equipment and professionally trained personnel. Central communications and dispatching service. Analyzes fire causes and conducts research on methods and problems of fire fighting. Issues permits and licenses; for example, oil truck safety factors. Provides auxiliary service including postfire investigations for cause, rescue work, consultant services.	Fire Department
Industrial Waste Regulation	Controls commercial and industrial discharge of waste into sewers. Guards against pollution of surface and underground waters by industrial waste. Regulates rubbish and refuse disposal.	Engineer
Law Enforcement	Provides general 24-hour patrol service. Enforces traffic laws and maintains traffic flow. Conducts crime detection and prevention program. Furnishes auxiliary services including a basic criminal index and other records and statistics, two-way radio system, interlocking teletype system with other police agencies throughout California and adjoining states, photography and fingerprinting, and recruitment and training. Provides pre-sentence and post-sentence detention facilities, and auxiliary services such as booking, hospitalization, feeding, rehabilitation, and paroling of prisoners.	Sheriff
Library Services	Renders complete service to the adult and juvenile reading public, including selection, order and purchase of books, a central book stock, readers' advisory service, teachers' library, cataloging of all books, etc.	Library
Microfilm Record Storage	Provides underground storage for microfilmed city records.	Sheriff
Park Services	Furnishes complete maintenance service for park facilities including craft maintenance of equipment and facilities, and installation of special events facilities. Offers park planning consultant services.	Parks and Recreation
Personnel Services	Offers complete personnel services including: Classification of positions Recruitment programs Examinations Consultant services	Civil Service Commission

Appendix E (concl'd.)

Service	Description	Department
Planning and Zoning (Staff Services)	Processes tentative subdivision maps, requests for zone changes, zone exceptions, and special permits Investigates zoning violations. Attends council meetings on zoning as staff consultant. Prepares new record maps. Revises record maps.	Regional Planning Commission Engineer
Pound Service	Licenses dogs; enforces dog leashing ordinances. Impounds stray and unwanted animals. Investigates cases involving inhumane treatment of animals. Removes dead animals from public streets and private property.	Poundmaster
Prosecution of City Ordinance Violations	Furnishes services in connection with filing and prosecuting violations of city ordinances.	District Attorney
Recreation Services	Plans and provides supervision and leadership for athletic events, cultural activities, and various social events for all age groups. Provides lifeguard and beach maintenance services. Provides in-service training in recreation leadership. Offers consultant services of staff specialists to community upon request.	Parks and Recreation
Roadside Tree Service	Provides complete services including issuance of permits, planting tree maintenance and removal of dead and hazardous trees.	Parks and Recreation
Sample Ballots	Addresses, inserts, and mails sample ballots to registered voters for elections in cities and special districts.	Registrar of Voters
School Crossing Guard Service	Administers school crossing guard services.	Sheriff
Sewer Construction	Makes survey, drafts plans, prepares specifications, etc. in connection with sanitary sewer improvements.	Engineer
Sewer Maintenance	Conducts preventive maintenance against sewer stoppages and damages.	Engineer
Street Construction—Work other than ordinary maintenance and repairs	Includes: Construction and/or installation of streets, bridges, traffic signals, signs, markings, striping, and permanent sidewalk repairs; major street reconstruction or alterations; storm and flood relief measures; cleaning and sweeping of streets; engineering services in connection with traffic and lighting, road construction, construction permits and inspection, and subdivisions; roadside weed abatement.	Road
Street Maintenance—Ordinary maintenance and repairs	Maintains and/or repairs streets, bridges, traffic signals, warning and regulating signs and devices, traffic striping and street marking, and emergency sidewalk damage.	Road
Street Lighting	Designs, installs and maintains street lights.	Road
Subdivision Map Checking	Checks the accuracy of survey and mathematical details of final subdivision maps.	Engineer

Source: Report to the Legislature by the Senate Fact Finding Committee on Local Government, 1961 Regular Session, Sacramento: Senate of the State of California, 1961, pp. 58-59.

APPENDIX F

NUMBER OF UNITS WHICH PARTICIPATE IN INTERLOCAL COOPERATION
IN THE DETROIT METROPOLITAN AREAS, BY FUNCTION, 1964

Function	Number of Units Which:			
	Contract To Provide Service	Contract To Receive Service	Are Involved In Joint Agreements	Informally Cooperate
I. GENERAL GOVERNMENT				
Assessing Functions, All	....	....	....	47
Assessing, Part	4	94	....	39
Elections	14	....	1	12
Other, Finance	....	1	....	2
Personnel, General	....	....	....	11
Purchasing	....	....	....	3
Other General Government Functions	2	1	....	2
II. POLICE SERVICES				
All Police Services	1	1	....	6
Animal Control	5	11	8	22
Communications, Police	11	74	31	65
Criminal Investigation	....	....	13	65
Jail	9	89	....	22
Juvenile Activities	....	....	31	48
Patrol Service	5	11	16	36
Personnel, Police	....	....	43	4
Traffic	3	....	17	26
Other Police Services	1	....	23	1
III. FIRE SERVICES				
All Fire Services	28	45	10	6
Buildings and Equipment, Fire	3	3	6	5
Communications, Fire	3	23	13	11
Fire Fighting — Running Card Response	....	....	24	....
Fire Fighting — Other	4	13	53	31
Fire Prevention	1	....	....	9
Personnel, Fire	....	....	19	6
Other Fire Services	1	1	....	3
IV. CIVIL DEFENSE	....	....	24	47
V. PUBLIC WORKS AND UTILITIES				
Public Transportation	1	....	....	11
Public Works Inspection	3	31	9	9
Other Engineering and Inspection	1	23	....	3
Reciprocal Licensing of Building Trades	....	....	116	1
Refuse Collection	1	1	....	1
Refuse Disposal	10	14	33	6
Sewerage, Sanitary	9	69	4	....
Sewerage, Storm	6	46	4	....
Sewage Treatment	13	88	6	3
Streets and Highways	19	74	22	23
Water Distribution System	8	25	....	2
Water Supply	19	77	21	9
Other Public Works	5	9	....	2
VI. PARKS AND RECREATION				
Parks	5	6	23	14
Recreation	3	3	12	9
VII. PUBLIC HEALTH, HOSPITALS AND WELFARE				
All Public Health Services	....	....	4	4
Public Health Services, Part	4	16	11	10
Hospitals	5	52	37	2
Welfare	2	2	9	11
VIII. LIBRARIES				
All Library Services	8	38	3	10
Library Services, Part	8	35	39	19
IX. PLANNING, URBAN RENEWAL AND HOUSING				
Planning	1	1	10	24
Urban Redevelopment	....	....	....	5
Other Planning, Urban Renewal and Housing Services	....	....	22	1
Other Services Not Included In Above	....	....	4	1

Source: Metropolitan Fund, Inc., *Regional Organization, Part One*,
Detroit, Michigan, 1965, p. 46.

APPENDIX G

STATE ASSISTANCE FOR INTERLOCAL COOPERATION

Model Act

Many organizations of government officials have recognized the need for authority by local governments, especially in urban areas, to cooperate with each other where the efficient and economical provision of governmental services requires functions to be administered within geographic areas larger than the boundaries of the existing political subdivisions. Such cooperation permits local governments to cope more adequately with area-wide problems, finance necessary services on an equitable basis, take advantage of the economies of scale, and avoid creation of special districts. There is included in this volume proposed state legislation authorizing localities to participate in joint undertakings with other localities having common interests. At least 45 states have adopted all or a portion of such general interlocal cooperation authority. Other proposed legislation includes voluntary transfer of functions between municipalities and counties, and removal of constitutional barriers to intergovernmental cooperation.

However, such legislation by itself does not actively promote joint undertakings nor permit a positive state role. In addition, states should consider the enactment of legislation to actively encourage joint undertakings by local governments having common program objectives affecting the development of urban areas overlapping existing political boundaries. A new Georgia act, enacted in 1963, authorizes state aid where political subdivisions establish joint undertakings. It is an example of how other states might actively encourage joint urban development efforts by two or more of their political subdivisions.

Briefly, the Georgia act authorizes all state departments and agencies, empowered to assist individual political subdivisions in the state, to also assist any two or more such political subdivisions jointly in cases where the political subdivisions are "able and willing to provide for the consolidation, combining, merger, or joint administration of...any...function...by the two or more units, so as to effectuate economy or simplification in the administration or financing thereof."¹ The Georgia law also provides that the state share of financial assistance can be increased for joint projects.

The new Georgia law is reproduced below and suggested for consideration by other states wishing to furnish or make available services, assistance, funds, property and other incentives to any two or more localities in connection with joint undertakings.

The last sentence in section 1 authorizing the state to assume up to the entire cost of the consolidated program, and section 3 authorizing state agencies to consolidate their field offices for such consolidated programs are intended to meet Georgia's statutory needs which may not be present elsewhere. Other states considering this legislation may therefore not wish to include these provisions.

Suggested Legislation

[Title should conform to state requirements.]

(Be it enacted, etc.)

1 Section 1. The state and all departments, boards, bureaus, commissions, and other

1. Section 1, Act No. 303, Georgia Laws 1963, p. 354.

2 agencies thereof are hereby authorized and empowered, within the limitations of the
3 constitution, to furnish and make available services, assistance, funds, property, and
4 other incentives to any two or more counties, municipal corporations, public corpora-
5 tions, and other subdivisions of this state, or any combination thereof, in connection
6 with any program of services, benefits, administration or other undertaking in which
7 the state or any of its above-named agencies participates by furnishing supervision,
8 services, property, administration of funds, where such counties, municipal corpora-
9 tions, public corporations, or other subdivisions are thereby able and willing to pro-
10 vide for the consolidation, combining, merger, or joint administration of such program
11 or any part or function thereof, by the two or more units, so as to effectuate economy
12 or simplification in the administration or financing thereof. [The incentives herein-
13 before referred to shall also include the assuming by the state or its agencies of a
14 greater share, or where funds are available and such is deemed feasible, the entire
15 cost of such participating program.]²

1 Section 2. The state and all of its aforesaid agencies are likewise empowered to
2 execute such contracts, plans or other documents as may be necessary or desirable to
3 effectuate the purposes hereof.

1 [Section 3. The state and all of its aforesaid agencies are likewise empowered to
2 establish and maintain area offices for such combined, consolidated, or merged under-
3 takings.]³

1 Section 4. The state and its aforesaid agencies shall be authorized to prescribe
2 such reasonable rules, regulations, and requirements, and to require the submission of
3 such plans and reports from the participating units, as may be deemed necessary or
4 desirable to the proper administration of this act.

1 Section 5. [Insert effective date.]

2. As indicated in the explanatory statement, this language reflects Georgia's statu-
tory needs and may not be appropriate in other states.

3. As indicated in the explanatory statement, this language reflects Georgia's statu-
tory needs and may not be appropriate in other states.

Source: Advisory Commission on Intergovernmental Relations, 1967 State Legislative Program
of the Advisory Commission on Intergovernmental Relations, Washington, D. C.:
October 1966, pp. 230-232.

ANNOTATED BIBLIOGRAPHY

The following bibliography is designed to supplement the material in Parts I and II of the Handbook. Following a section of general references, it provides a State-by-State listing of sources with particular emphasis on case studies, listings of States authorizing legislation, surveys of the extent of use of contracts and agreements, and evaluations of their use. A selection of citations from A Selected Bibliography on Interlocal Governmental Cooperation, United States Department of Agriculture, Economic Research Service, Misc. Pub. No. 958, February 1964, is included.

General References

Advisory Commission on Intergovernmental Relations. Governmental Structure, Organization, and Planning in Metropolitan Areas. Report No. A-5. Washington, D. C.: July 1961.

Advisory Commission on Intergovernmental Relations. Alternative Approaches to Governmental Reorganization in Metropolitan Areas. Report No. A-11. Washington, D. C.: June 1962.

These two reports present alternative methods (including contracts and agreements) of governmental administration, organization, and reorganization in metropolitan areas. The second report provides additional detail and evaluation of the alternatives.

Bauer, John. "City Utilities Serve Neighbors." National Municipal Review. Vol. 33, No. 7 (July 1944), pp. 342-349.

A study based on 43 cities of 100,000 population and over. With few exceptions, the city-owned systems furnish services to neighboring communities, usually on the basis of mutual agreements.

Carrell, Jephtha J. "Learning to Work Together." National Municipal Review. Vol. 43, No. 10 (November 1954), pp. 526-533.

Suggests interjurisdictional agreements are an integrating device in areas where myriad of governments exist in what is essentially a single service area. Discusses extent of such agreements in Philadelphia metropolitan district: 756 compacts exist. Record of achievement with these types of agreements is small in relation to size of problem. Good statement of characteristics and values of interlocal agreement.

Foster, William S. "Metropolitan Sewerage Pacts in 1960." American City. Part I, "Inter-city Contracts," Vol. 75, No. 10 (October 1960), pp. 87-89. Part II, "Intermunicipal Sewerage Compacts," Vol. 75, No. 11 (November 1960), pp. 169-176. Part III, "Metropolitan Sewerage Compacts," Vol. 75, No. 12 (December 1960), pp. 143-147.

An analysis of inter-city contracts.

Graves, W. Brooke. Interlocal Relations: The History and Background of Intergovernmental Agreements. Information and Education Service Report No. 23. Washington, D. C.: National Association of Counties Research Foundation, 1963. 9pp.

Discusses the historical development and present use of interlocal contracts and agreements as part of a consideration of various methods of interlocal cooperation. Appears also as Chapter XXI, "Interlocal Relations," with footnotes and bibliography in Graves' American Intergovernmental Relations: Their Origins, Historical Development, and Current Status, New York: Charles Scribners' Sons, 1964, pp. 737-782.

Grosenick, Leigh. "A Comparative Analysis of Joint Exercise of Powers Legislation in the United States." Unpublished M. A. Thesis, University of Minnesota. Minneapolis, 1965.

Compares the provisions of the twenty-five general State interlocal cooperation acts authorizing contracts and agreements.

Hillenbrand, Bernard F. "Urban Counties in 1958." Municipal Yearbook, 1959, pp. 60-66. Chicago, Illinois: International City Managers' Association. Report of a survey by the National Association of County Officials to each of the 266 urban counties in the 168 standard metropolitan areas in the United States. Conclusions from 125 questionnaires returned were: counties enter into cooperative agreements with other units of local government; only a small minority of the counties report no intergovernmental cooperation; greatest amount of cooperation is between cities and counties; inter-county cooperation exists to a more limited extent and mostly through informal agreements; county-State and county-special district cooperative relationships are in force in about 40 percent of the counties.

International City Managers' Association. The Municipal Yearbook. Annual. Chicago, Illinois.

Each annual volume provides coverage of current developments in interlocal cooperation, including contracts and agreements.

International City Managers' Association. City-County Cooperation in Providing Municipal Services. MIS Report No. 191, December 1959. Chicago, Illinois: 1959. 15pp.

Reports on extent of city-county cooperation; barriers encountered; methods used, including contracts and agreements, and their features; and provides some guidelines for cooperation.

International City Managers' Association. Contracting for Municipal Services. MIS Report No. 240, January 1964. Chicago, Illinois: 1964. 19pp.

Summarizes results of questionnaire on contracts indicating the extent of their use, considerations influencing their use, and their major features. Suggests various methods of conducting studies to determine the feasibility of contract arrangements.

Jarz, Emil F. "Intermunicipal Co-operation in Fire Fighting." Public Management. Vol. 24, No. 2 (February 1942), pp. 46-51.

Outlines three forms of cooperation in fire fighting: outside service, mutual aid, and joint departments. Outside service is the most common. Reviews the legal authorizations in 20 States studied and the administrative practices in 30 cities; also discusses court decisions and

liabilities involved. Author concludes that most States studied have ample legislation for outside aid which often also includes mutual aid.

Jarz, Emil F. "Intermunicipal Co-operation in Police Protection." Public Management. Vol. 24, No. 3 (March 1942), pp. 68-72.

Most central cities of the metropolitan areas studied have taken advantage of the Federal Communications Commission's rules authorizing co-operation in police radio broadcasting; thus, suburbs unable to install their own transmitters receive benefits.

Jarz, Emil F. "Administration of Joint Municipal Airports." Public Management. Vol. 24, No. 4 (April 1942), pp. 108-112.

Survey of 41 airports in 19 States.

Jarz, Emil F. "Intermunicipal Co-operation in Sewerage Disposal." Public Management. Vol. 24, No. 9 (September 1942), pp. 267-272.

A discussion of the various intermunicipal arrangements made by 18 of the largest cities in the United States. Brief critique which concludes that written contract based on cost of service is preferable.

Jarz, Emil F. "Intermunicipal Co-operation in Water Supply." Public Management. Vol. 25, No. 1 (January 1943), pp. 7-12.

A survey of 30 cities where cooperation arose when inadequate water supplies were exhausted in smaller cities. Article describes administrative practices in several cities and outlines provisions found in most contracts.

Kerstetter, John R. Joint City-County Occupancy of Public Office Buildings. Chicago, American Municipal Association, 1952. 21pp. (Processed.)

Housing of municipal and county officials in a single jointly-owned structure has been pioneered by a number of county-seat cities and their county governments with generally satisfactory results, a small but growing pattern of local intergovernmental cooperation. Report includes most instances of joint occupancy with physical, financial, and operational data, and comments on each.

Martin, Roscoe C. Metropolis In Transition: Local Government Adaptations to Changing Urban Needs. Washington, D. C.: Housing and Home Finance Agency, September 1963.

Provides a general summary of methods (including contracts and agreements) of adjusting urban government to varying needs and conditions. Includes case studies illustrating the various methods.

National Institute of Municipal Law Officers. NIMLO Municipal Law Review. Annual. Washington, D. C.

Includes annual reports of the Committee on Inter-Municipal Cooperation which summarizes legislative, administrative, and judicial developments in interlocal cooperation including use of contracts and agreements.

Pock, Max A. Consolidating Police Functions in Metropolitan Areas. Ann Arbor, Michigan: Legislative Research Center, The University of Michigan Law School, 1962.

Includes a chapter on "Transfer and Joint Exercise of Police Functions by Interlocal Compact" which provides a good legal analysis of the scope of State authorization for contracts and agreements and their application to police functions.

United States Conference of Mayors. Out-of-City Fire Protection Service Policies and Practices in 132 Major Cities. Research Report No. 297, October 20, 1948. Washington, D. C. 12pp.

Municipal attitudes and practices in furnishing fire protection services beyond a city's corporate limits follow no general pattern and are influenced greatly by character of area next to the city. Discusses mutual aid and contractual agreements and other approaches to furnishing assistance.

United States Department of Agriculture. Economic Research Service. A Study of Cooperation Among Local Governments in Rural Areas of Five States. Washington, D. C.

Under contract with the Economic Research Service, the Bureau of Government Research of Indiana University undertook a study of cooperation among rural local governments in Alabama, Indiana, Nebraska, Pennsylvania, and Wisconsin. A series of case studies, a number of them dealing with contracts and agreements, were undertaken. For the report of the Alabama study and for reference to draft reports on the Indiana, Pennsylvania, and Wisconsin studies see the State entries below.

Zimmerman, Frederick L. and Wendell, Mitchell. "No Positive Barriers." National Civic Review. November 1959, pp. 522-525, 554.

Discusses some State constitutional issues involved in intergovernmental cooperation.

Alabama

Highsaw, Robert B. and Dyer, John A. Conflict and Change in Local Government: Patterns of Co-operation. University, Alabama: University of Alabama Press, 1965.

Summarizes the legal status of cooperation in Alabama, provides case studies including a regional library contract and an airport joint agreement, and evaluates the experience with them.

Alaska

Local Affairs Agency. "Contract Policing for Cities and Boroughs." Alaska Local Government. Vol. V, No. 3 (April 1965).

Describes legal basis for and provision of police services by contract.

California

Beebe, James W., and Firestone, Alan M. "How a Combination of Revenue Bond Financing and Joint Exercise of Powers Enables the San Diego Metropolitan Area to Solve Its Sewage Disposal Problem." Western City. Vol. 37, No. 4 (April 1962), pp. 27-28.

Cities and towns using San Diego Metropolitan Sewerage System cooperate in financing through annual rents and maintenance and operation charge.

California. Legislature. Assembly Interim Committee on Municipal and County Government. Transcript of Proceedings on the Subject of Cooperative Metropolitan Services, November 13, 1962. Los Angeles, 1962. 72pp. (Mimeographed.) Statements made by interested administrative officials of cities and counties as well as representatives of local governmental associations in California regarding cooperative services. Also included is a listing of California statutes authorizing cities and counties to perform services for each other or jointly.

California. Legislature. Senate Fact Finding Committee on Local Government. Report to the Legislature, 1961 Regular Session. Sacramento, California: 1961. 82pp. Includes a report on a survey of intergovernmental cooperation 1959-60. Summarizes extent of use of contracts and agreements. Provides discussion of Lakewood Plan.

County-City Coordinator's Office, Chief Administrative Office, County of Los Angeles. "Services Provided by the County of Los Angeles to Cities in Los Angeles County as of July 1, 1966." Los Angeles, California: 1966. 6pp. (Processed.)

A chart presentation of 54 types of services provided to 74 cities.

Crouch, Winston W., and Maccoby, Wendell. Sanitation Administration in the Los Angeles Metropolitan Area - A Study in Development of Public Policy and Administrative Organization. Los Angeles, California: University of California, Bureau of Governmental Research, 1952. 92pp.

The study includes a detailed review of the municipal contractual agreements in this field and a description of the administrative organization.

Donoghue, James R. Intergovernmental Cooperation in Fire Protection in the Los Angeles Area. Studies in Local Government. No. 7. Los Angeles, California: University of California, Bureau of Governmental Research, 1943. 126pp.

Analyzes the amount of cooperation among fire fighting agencies in Los Angeles area, evolution during decade prior to 1943, and the extent to which the national emergency stimulated joint arrangements among local governments for fire defense. Information was derived from personal surveys of 25 of 47 jurisdictions in Los Angeles area. Contains information regarding liability, enabling legislation, formal contracts and agreements, and informal cooperation. Extensive bibliography on fire protection included.

Earle, Howard H. A Study of Contract Services Provided by the Los Angeles County Sheriff's Department to Municipalities in Los Angeles County. Los Angeles, California: University of Southern California Bookstore, June 1960.

Gove, Samuel K. The Lakewood Plan. Commission Papers of the Institute of Government and Public Affairs. Urbana, Illinois: University of Illinois, May 1961. 26pp.

The report examines the substance of the "Lakewood Plan" of contracts with Los Angeles County, its variety and flexibility, and also reviews the principal points in favor and in opposition to it. An appendix gives a description of the major services available to cities by Los Angeles County.

Hanna, E. R. "County Road Administration in California." Better Roads. Vol. 32, No. 10 (October 1962), pp. 15-17, 35.

Reference is to joint exercise of powers act under which extensive cooperation occurs between and among cities and counties. Exchange agreements on road maintenance are common.

Jamison, Judith Norwell. "Neighboring Areas Join Hands." National Municipal Review. Vol. 35, No. 3 (March 1946), pp. 111-114.

A discussion of the history of and state of intergovernmental arrangements involving contract services and reciprocal agreements among governmental units in Los Angeles County. Lists by function the dates of enabling legislation and suggests possibilities which are not exploited. In three areas (tax assessment and collection, public health administration, and library services), consolidation of city functions in the hands of county officials is complete but wholly voluntary.

Jamison, Judith Norwell and Bigger, Richard. "Metropolitan Coordination in Los Angeles." Public Administration Review. Vol. 17, No. 3 (Summer 1957), pp. 164-169.

Report on the establishment of a city-county coordinator, an administrative position unique in local government. Coordinator serves as the focal point for negotiations necessary to the establishment, coordination, and operation of the multifold administrative services rendered by the county to its citizens. Other aspects of county-city relationships are also touched.

Ketcham, Ronald M. "Intergovernmental Cooperation." Tax Digest. Vol. 19, No. 4 (April 1941), pp. 124-125 and 134-135.

An account of the more than 200 intergovernmental contracts in the Los Angeles area. Although there are still problems, the record of the two decades preceding 1941 indicated that formal and informal cooperation played an important part in promoting efficiency, economy, and standardization of service.

"The Lakewood Experiment -- A Three Way Discussion." Tax Digest. Vol. 33, No. 1 (January 1955), pp. 17-23, 29-34.

Three essays about Lakewood, California, are combined to give varying points of view regarding this contractual approach to administration. Part 1 is written by Robert T. Andersen, Lakewood City Administrator; Part 2 by John R. Leach, Chief Administrative Officer of the County of Los Angeles; and Part 3 by Paul B. Wilcox, Executive Director of a property owners' association of Long Beach. The first two essays are laudatory and the third critical.

Leach, John R. "The Lakewood Plan." The Urban County Congress, pp. 25-31. Washington, D. C.: National Association of County Officials, 1959.

An explanation of various facets of the Lakewood Plan, some observations about its effect on Los Angeles County government, and trends which may develop from this pattern of county-city contractual arrangements.

League of California Cities. Inter-Municipal Cooperation Through Contractual Agreements. Berkeley, California, 1963. 48pp.

A handbook for use by local governments summarizing legal authority, identifying areas of concern, inventorying contract opportunities, providing model forms and presenting case studies.

Prior, Charles H. "How Joint City-County Planning Program Operates in Sunnyvale, California." Western City. Vol. 26, No. 2 (February 1950), pp. 27-29.
Inauguration of a city-county contractual arrangement in planning

Stewart, Frank M. and Ketcham, R. M. "Intergovernmental Contracts in California." Public Administration Review. Vol. 1, No. 3 (Spring 1941), pp. 242-248.

Description of the extensive functional consolidation among the units of government in Los Angeles County, especially through short-term contractual agreements. Views cooperation as a possible transition to consolidation or federation.

Warren, Robert O. Government in Metropolitan Regions: A Reappraisal of Fractionated Political Organization. Davis, California: Institute of Governmental Affairs, University of California, 1966. 327pp.

Provides a summary review of the history and present use of contracting for services in Los Angeles County. In an analysis asserts that contracting offers a sound method of providing services in Los Angeles County. Includes a chart which summarizes contract arrangements in 1963.

Wesenberg, B. B. "One Police Department for Two Cities." American City. Vol. 75, No. 2 (February 1960), pp. 154-156.

The city manager of Cypress and Dairyland, California, explains a joint police force for two cities. (Dairyland is a completely agricultural municipality.)

Delaware

Dolan, Paul. "Informal Approaches to Administration in Northern Delaware." County Officer. Vol. 23, No. 3 (March 1958), pp. 58-59, 70.

Account of the informal and contractual arrangements in northern Delaware.

"Sewage Problems Can Be Solved Without Separate Districts: Wilmington, Delaware." American City. Vol. 71, No. 2 (February 1956), pp. 138-139.

Wilmington, Delaware, and the suburban area show how to build an integrated sewerage system without creating an extra level "authority." Governments used contract alone.

Georgia

Burgess, James V., Jr.; Posey, G. Harold; and Bell, George A., Jr. A Study of Intergovernmental Cooperation in Georgia: Legal Basis. Athens, Georgia: The Institute of Community and Area Development, The University of Georgia, 1963. 20pp.

A review of legal authorization for intergovernmental cooperation including contracting for services. Provides citations to State code.

Burgess, James V., Jr., and Bell, George A., Jr. A Study of Intergovernmental Cooperation in Georgia: Fire Protection. Athens, Georgia: The Institute of Community and Area Development, The University of Georgia, 1962. 14pp.

Presents legal basis for cooperation, including contracts, examples of their use, and evaluation of cooperative efforts.

Fuller, A. E. "Extension of Water Mains in Unincorporated Urban Area." The Urban County Congress, pp. 79-81. Washington, D. C.: National Association of County Officials, 1959.

Reports of the planning, financing, and extension of water mains by Fulton County, Georgia, to provide water to the unincorporated fringe area. Water is provided by the City of Atlanta under a contractual arrangement with the county.

Georgia Municipal Association. "Intergovernmental Cooperation: A Review of Cooperation Between Cities and Counties With Consideration Given to Progress Being Made and Suggestions for Further Cooperation." Part III. Atlanta, Georgia: 1965. 33pp. (Mimeographed.)

A general review of interlocal cooperation, including contracts, with a brief listing of examples in various functional areas.

Illinois

Knight, Harry W. "Intermunicipal Cooperation in Milk Inspection." Public Management. Vol. 22, No. 4 (April 1940), pp. 103-106.

Six Illinois communities cooperate for milk inspection service through an annual contractual agreement.

Knight, Harry W. "Cooperative Municipal Services Reduce Costs." Public Management. Vol. 22, No. 9 (September 1940), pp. 259-263.

Through the techniques of contractual agreements, informal arrangements, use of joint personnel, and special agencies, Winnetka, Illinois, and neighboring local governmental units have succeeded in improving the administration of purchasing and other services which are well adapted to cooperative action.

Northeastern Illinois Planning Commission. "Intergovernmental Contracts and Agreements in Northeastern Illinois: A Preliminary Survey, September 1963." Chicago, Illinois: 1963. 2pp. (Mimeographed.)

Brief tabular presentation of instances of contracts or agreements in various functional areas.

Northeastern Illinois Planning Commission. Manual for Intercommunity Councils. Planning Aids No. 8. Chicago, Illinois: October 1964.

Chapter 4 on "Intergovernmental Agreements" summarizes by function the use of agreements in the Northeastern Illinois area.

Indiana

Stoner, John E. Interlocal Governmental Cooperation, With Special Reference to Indiana. Bloomington, Indiana: Indiana University Department of Government, 1964. 74pp. (Processed.)

Summarizes extent of statutory authorization for and actual cases of all kinds of interlocal cooperation. Presents several case studies, including two--fire control and hospital service--involving agreements and contracts.

Iowa

Burrows, Tom G. Statutory Authorizations for Intergovernmental Cooperation in Iowa. Iowa Municipal Information Service, No. 3, July 1964. Iowa City, Iowa: Institute of Public Affairs, University of Iowa, 1964. 7pp.

Summarizes, by function, the statutory authorization for cooperation, including contracts and agreements.

Kansas

"Interlocal Governmental Cooperation Opportunities." Kansas Government Journal. Vol. LII, No. 12 (December 1966), pp. 535-537.

A tabular presentation of statutory authorizations for interlocal cooperation, including contracts and agreements, showing function and governments authorized to cooperate.

The League of Kansas Municipalities. Intergovernmental Cooperation--Key to the Future. Topeka, Kansas: November 1964. 23pp.

Presents, in revised form, reprints of a series of articles from the August - September 1964 Kansas Government Journal. Provides a general discussion of functions meriting cooperation and considerations entering into decisions to cooperate, needed new legislation, examples of school-city cooperation and a functional inventory of possible and actual interlocal cooperation, including contracting and agreements.

"A Trend of Cooperation." Kansas Government Journal. Vol. 47, No. 10 (October 1961), pp. 468-471.

Indicates interlocal cooperation is of value both to metro and small governments. Presents examples of various cooperative activities and contractual services existing between and among Kansas local governments.

Wall, Hugo. "The Challenge of Intergovernmental Cooperation." Kansas Government Journal. Vol. 47, No. 7 (July 1961), pp. 324-325 and 344-345.

Author believes the pressure for new governmental services which cannot be neatly contained within existing political boundaries and which are the mutual concern of many governments presents the challenge to interlocal cooperation. He indicates the use of and types of formal and informal agreements and exchanges of information which have occurred in Kansas. Concludes that local cooperation is an alternative to Federal domination or the establishment of a myriad of special functional agencies to deal with problems which spill over existing governmental boundaries.

Kentucky

Owsley, Roy H. "The Kentucky Interlocal Cooperation Act." Kentucky Law Journal. Vol. 51, No. 1 (Fall 1962), pp. 22-33.

Discusses a new general interlocal cooperation act in Kentucky, authorizing agreements, and compares it to the Council of State Governments model act.

Massachusetts

Dowling, Edward T. Permissive Legislation for Municipalities in Massachusetts. Amherst, Massachusetts: Bureau of Government Research, University of Massachusetts, May 1959. 32 pp.

A compendium of the permissive statutes relating to municipalities in Massachusetts. Includes section on "contracts" (p. 19) and on "districts" (p. 20) as well as numerous citations scattered throughout which authorize interlocal cooperation for specific functions.

Goodwin, George, Jr. Intermunicipal Relations in Massachusetts. Amherst, Massachusetts: Bureau of Governmental Research, University of Massachusetts, December 1956.

Michigan

Citizens Research Council of Michigan. Staff Papers on Governmental Organization for Metropolitan Southeast Michigan. Detroit, Michigan: January 1965. 238pp. (Mimeographed.)

Chapter 4, "Cooperative Agreements," presents the results of an extensive questionnaire on intergovernmental cooperation in Southeast Michigan. Includes tables and text summaries of extent of use of agreements for various functions. Summary including most of the information appeared in Metropolitan Fund, Inc., Governmental Organization in Metropolitan Southeast Michigan, Detroit, Michigan, May 1965, pp. 40-52.

Citizens Research Council of Michigan. Research Brief on Legislation on Intergovernmental Cooperative Agreements. Detroit, Michigan: February 1966. 31pp. (Processed.)

Presents a summary analysis of the current legal basis for agreements and compares the Michigan provisions with the Advisory Commission on Intergovernmental Relations' models.

Goodspeed, Roy F.; Lybeck, Henry; and Hurley, Robert. "Closed Circuit Television Helps Solve a Sewer Problem." Michigan Municipal Review. Vol. 35, No. 4 (April 1962), pp. 89-90.

Cities of Ferndale and Oak Park, Michigan, contracted with the Oakland County Public Works Department for a closed circuit TV inspection of the sewer lines.

Michigan Municipal League. Outside Fire Protection Practices in Michigan Municipalities. Information Bulletin No. 87. Ann Arbor, Michigan: August 1959.

Minnesota

Grosenick, Leigh E. "Many Hands Make the Burden Light." Minnesota Municipalities. Vol. 50, No. 6 (June 1965), pp. 154-156, 180.

Discusses methods of interlocal cooperation including contracts and agreements and cites the statutory authorization.

Hambley, William. "First Joint Municipal Court Established." Minnesota Municipalities. December 1962, pp. 348-349.

Describes the establishment of a joint court by agreement among four villages.

League of Minnesota Municipalities. Inter-Municipal Cooperation in Minnesota. Minneapolis, Minnesota: February 1953.

Summarizes use of agreements. Results of a more recent study (in 1965) are due to be published in 1967.

Missouri

The Governmental Research Institute. Services Provided to Municipalities by the St. Louis County Government. St. Louis, Missouri: April 1964. 11pp. (Mimeographed.)

Provides summary, by function, of the extent of contracting for services. Includes a tabular presentation by city or village and function.

Office of the St. Louis County Supervisor. Services Available to Municipalities Through the St. Louis County Government. St. Louis, Missouri. 32pp. (Mimeographed.)

Lists and provides a brief general description of the services available. Prepared for the Office of the St. Louis County Supervisor by the Governmental Research Institute, St. Louis.

New Jersey

Trafford, John E. "Inter-Municipal Activities and Joint Services in New Jersey." New Jersey Municipalities. June 1965, pp. 8-11.

Describes areas of cooperation and types of arrangements (including contracts and agreements) by function. Tabular summary by county.

New York

Barry, Peter. "Cooperation Pays Off." National Civic Review. Vol. 49, No. 4 (April 1960), pp. 179-183, 188.

Area concerned is Monroe County in which Rochester, New York, is located. Change and growth in the formerly rural areas of the county resulted in functions being transferred to the county: airport, welfare, civil defense, and health; joint administration by the city and county: civic center; and contractual arrangements between the two units of government: refuse disposal, police communications, fire alarms, and incinerator services.

Birkhead, Guthrie. Interlocal Cooperation in New York State--Extent of Cooperation and Statutory Authorization for Cooperative Activity. Albany, New York: New York Department of Audit and Control, 1959. 60pp. (Mimeographed.)

Prepared for Governor's Committee on Home Rule. An informative, practical survey of cooperative activities between and among local governments in New York as of 1958. These questions are answered: How much interlocal cooperation is there? What is its character? What units are using it? How does the New York picture compare with other States? Reviews pertinent literature describing interlocal picture in other States; digest of interlocal laws in New York; and constitutional provisions for interlocal cooperation in selected States. A bibliography is included.

New York. Legislature. Joint Legislative Committee on Metropolitan Areas Study. Municipal Cooperation: A Digest of New York State Law. Albany, New York: February 1963. 140pp.

A digest of the general law of New York authorizing intergovernmental cooperation, including contracts and agreements, arranged by functions.

New York. Legislature. Joint Legislative Committee on Metropolitan Areas Study. Metropolitan Action: A Six-County Inventory of Practical Programs. Albany, New York: January 1960. 141pp. (Mimeographed.)

Although the area surveyed (Erie, Monroe, Onondaga, Broome, Westchester, and Nassau Counties) is definitely metropolitan, the problems covered and the practical approaches are common to areas less populous and less harrassed by metropolitan growing-pains. Case reports of interlocal cooperation, including contracts and agreements, are presented in the fields of sewerage, water supply, planning and zoning, police and fire protection, parks and recreation.

New York State. Office for Local Government. Local Government Cooperation. Albany, New York: April 1963. 33pp.

A working manual for municipal officials on municipal cooperation. Subject is treated in three parts: uses of cooperation; procedures for cooperation; and case studies in cooperation. Includes several case studies.

Tebbel, John. "Books Go Co-operative." Saturday Review of Literature. Vol. 44, No. 15 (April 15, 1961), pp. 24-25, 75.

New York State has probably the most advanced cooperative library system. Because of marked contrasts in population in various areas of the State, a good cross-section of the workings of the New York cooperative system is available. Statute and its operation examined.

Ohio

Cleveland Bureau of Governmental Research. Intergovernmental Problems in the Chagrin Falls Area - A Case Study. Cleveland, Ohio: February 1960. 39pp. (Mimeographed.)

A case study of the governmental problems of four local governments: Chagrin Falls, Chagrin Falls Township, Bentleyville, and Moreland Hills with a total population of 5,600. The governments are in the Greater Cleveland area. Recommendations for greater interlocal cooperation in the fields of police and fire protection and communications are made. Includes discussion of the use of contracts and agreements.

Cochran, Robert D. "The Problem of Metropolitan Government in Ohio." Western Reserve Law Review. Vol. 7 (December 1955), pp. 87-93.

The article attempts to identify those areas in which municipalities may and may not band together to perform their functions jointly.

The Governmental Research Institute. Authorized Intergovernmental Cooperation at the Local Level in Ohio. Governmental Facts Number 62, December 20, 1962. Cleveland, Ohio: 1962. 5pp. (Processed.)

Brief description of authorized cooperation by levels of government followed by listing of statutory references.

Holden, Matthew, Jr. Inter-Governmental Agreements in the Cleveland Metropolitan Area. Cleveland, Ohio: Cleveland Metropolitan Services Commission, July 1958. 56pp. (Mimeographed.)

Brief statement of the historical and legal background for intergovernmental agreements. The study analyzes the functional areas in which such agreements are most common: transportation, water supply, sewage, refuse disposal welfare, health, recreation, land use, fire protection, and police protection. Includes a listing of statutory authorizations and tables showing extent of use in Cleveland area. Evaluates the use of contracts and agreements.

Skinner, Calvin. Functional Integration Within a Metropolitan Area Through Intergovernmental Contracts and Transfers. Cincinnati, Ohio: Cincinnati Bureau of Governmental Research, June 1952. 7pp. (Mimeographed.)

Describes functional consolidation of sewerage and of welfare functions in Cincinnati metropolitan area. Reviews the authority for contractual arrangements in area, and concludes that counties must be reorganized to meet problems of present day.

Oregon

Bureau of Municipal Research and Service, University of Oregon. Local Intergovernmental Cooperation in the Tri-county Area. Information Bulletin No. 150, November 1966. Eugene, Oregon: 1966. 55pp. (Processed.)

An inventory of intergovernmental agreements in the Portland metropolitan area prepared for the Portland Metropolitan Study Commission. Provides summary descriptions of service contracts and joint agreements including cost of service for contracts. Includes selected sections of Oregon statutes authorizing interlocal cooperation.

Pennsylvania

Association of Pennsylvania Municipal Managers. Intergovernmental Purchasing Agreements. Pittsburgh, Pennsylvania: Institute of Local Government, Graduate School of Public and International Affairs, University of Pittsburgh, 1962. 14pp. (Processed.)

Intergovernmental purchasing plans are relatively few in Pennsylvania and are generally informal. Report recommends that municipal managers encourage the study and adoption of such plans. Appendix includes the formal joint agreement of the Lower Bucks County Regional Cooperation Council for cooperative purchasing.

Blair, George S. Interjurisdictional Agreements in Southeastern Pennsylvania. Philadelphia, Pennsylvania: Fels Institute of Local and State Government, University of Pennsylvania, January 1960. 136pp. (Mimeographed.)

An analysis of the use and effectiveness of interjurisdictional agreements within the five counties known as the Greater Philadelphia area. Includes a projection of their potentiality for dealing with some of the problems of government in the area including their relationship to existing governmental structure, their relationship to direct citizen control, and the extent to which they are overlapping and represent duplication. Tables summarize the extent of use of agreements and statutory authorization is identified. Reviews some other statutes and presents an evaluation of contracts and agreements. Includes several case studies.

Blatt, Genevieve. "Metropolitan Problems Can Be Simplified Through Contracts Between Municipal Neighbors." Department of Internal Affairs Monthly Bulletin. January 1958, pp. 3-7, 19-24.

"City and Suburbs Work Together for Sewage Disposal." Horizons for Modern Pennsylvania Local Government. Vol. IV, No. 3 (March 1957).

Describes experience of Philadelphia in providing sewage disposal facilities to surrounding communities by agreement.

"Cooperative Agreements and Arrangements - Philadelphia and Other Governmental Jurisdictions (Formal and Informal by Function)." Pennsylvanian. December 1965; pp. 4-6.

Describes briefly the agreements, by function, that Philadelphia has with surrounding communities.

Institute of Public Administration, Pennsylvania State University. "Six Case Studies on Intergovernmental Cooperation in Pennsylvania." State College, Pennsylvania: July 1965. 172pp. (Mimeographed.)

Describes legal status of cooperation, development of arrangements and administration of them. Two of the case studies--tax assessment and collection and other joint school district activities and regional planning--involve contracts and agreements.

Kelly, J. Martin, Jr. "617 Agreements Link 1,794 Municipal Units in Cooperative Action." Department of Internal Affairs Monthly Bulletin. Vol. 26, No. 7 (July 1958), pp. 1-9, 28.

Report of a survey on local government cooperation in Pennsylvania.

Savage, Philip M. "How Philadelphia Fosters Intergovernmental Cooperation." Nations Cities. April 1964, pp. 19-21.

Describes the initiative taken by the Office of the Mayor in Philadelphia in facilitating intergovernmental cooperation and the use of agreements, including establishment of the position of Metropolitan Affairs Coordinator.

Seyler, William C. "Municipal Cooperation in Action in Pennsylvania." Department of Internal Affairs Monthly Bulletin. Part I, Vol. 29, No. 8 (August 1961), pp. 6-9; Part 2, Vol. 29, No. 9 (September 1961), pp. 8-15.

Part I of a 2-part article covers police and fire protection. Describes Delaware Valley Fugitive Search Plan for apprehension of criminals. The plan has been extended to 189 law enforcement agencies in Pennsylvania, Delaware, and New Jersey. Also describes cooperation in police work and training facilities. Discusses Pennsylvania's numerous mutual aid and fire agreements.

Part II reviews cooperation covering refuse disposal, sewerage, water supply, and income tax collection. Concludes that Pennsylvania has adequate legal basis for local units to accomplish almost any cooperative project.

Smedley, Elizabeth. Local Fire Administration in Pennsylvania. Rev. ed. Harrisburg, Pennsylvania: Department of Internal Affairs, 1960. 271pp.

The extent of fire-protection service performed outside of jurisdictional limits is described.

Williams, Oliver P. Intergovernmental Cooperation for Disposal of Sewage: Southeastern Pennsylvania. Philadelphia, Pennsylvania: Institute of Local and State Government, University of Pennsylvania, 1961.

Wise, Sidney, ed. Selected Areas of Intergovernmental Cooperation. Harrisburg, Pennsylvania: Bureau of Municipal Affairs, Department of Internal Affairs, Commonwealth of Pennsylvania, 1962. 39pp.

Contains most significant code provisions and statutes which permit interjurisdictional agreements among Pennsylvania cities, boroughs, and

townships. Introduction pointing out merits of contractual arrangements and the circumstances under which local governments are permitted to cooperate in Pennsylvania.

Tennessee

Grubbs, David H. "City-County Agreements in Our Four Metropolitan Areas." Tennessee Town and City. August 1961, pp. 13-16.

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

Detailed, factual study of law and practice regarding city-county consolidation and cooperation in Tennessee. Authors conclude that State supervision maximizes cooperative efforts as does specific rather than general authorizing legislation; dominant cities in counties tend to assume some countywide functions; complex and expensive functions are subject of most consolidation and cooperation; ratio of authorized to actual cooperation and consolidation very small.

Mendelson, Wallace. "Consolidation of County and City Functions and Other Devices for Simplifying Tennessee Local Government." Vanderbilt Law Review. Vol. 8, No. 4 (June 1955), pp. 878-886.

The "other devices" are mainly cooperative contractual agreements by counties and cities to provide for joint administration of selected services or functions. Several Tennessee laws authorizing such agreements are quoted.

Washington

Campbell, Ernest H. Existing Authority for Intergovernmental Relations of Cities and Towns by Contract. Seattle, Washington: Bureau of Governmental Research and Services, University of Washington, May 1964. 21pp. (Mimeographed.)

Brief description of authorizations, by function, with citations.

Division of Industrial Research, Washington State University. Street Construction and Maintenance Through City-County Agreements. Pullman, Washington: 1962. 30pp. (Processed.)

Manual describing procedures, advantages of the agreement approach, and a model agreement.

Ittner, Ruth; Webster, Donald; Campbell, Ernest H.; and others. Government in the Metropolitan Seattle Area. Report No. 133. Seattle, Washington: Bureau of Governmental Research and Services, University of Washington, October 1956. 148pp. (Mimeographed.)

Discussion of the problems existing in the Seattle-King County area which has fragmented government with a large number of special districts, some of which serve 300 or less people. Chapter 5 contains statutory authorization for intergovernmental cooperation among governmental units and includes summary of the existing cooperation in King County.

Wisconsin

Intergovernmental Cooperation Committee, Milwaukee Metropolitan Study Commission. Final Report on Intergovernmental Cooperation in Milwaukee County. Milwaukee, Wisconsin: April 1961. 77pp. (Mimeographed.)

Summarizes and describes types of cooperative activities (including contracts and agreements) among the 49 units of government in Milwaukee County. Provides citations to legal basis in Wisconsin and describes experience in some other States. Includes tabular presentation of extent of intergovernmental cooperation.

"Joint Municipal Services." The Municipality, League of Wisconsin Municipalities. Vol. 50, No. 5 (May 1955), pp. 93-94, 106.

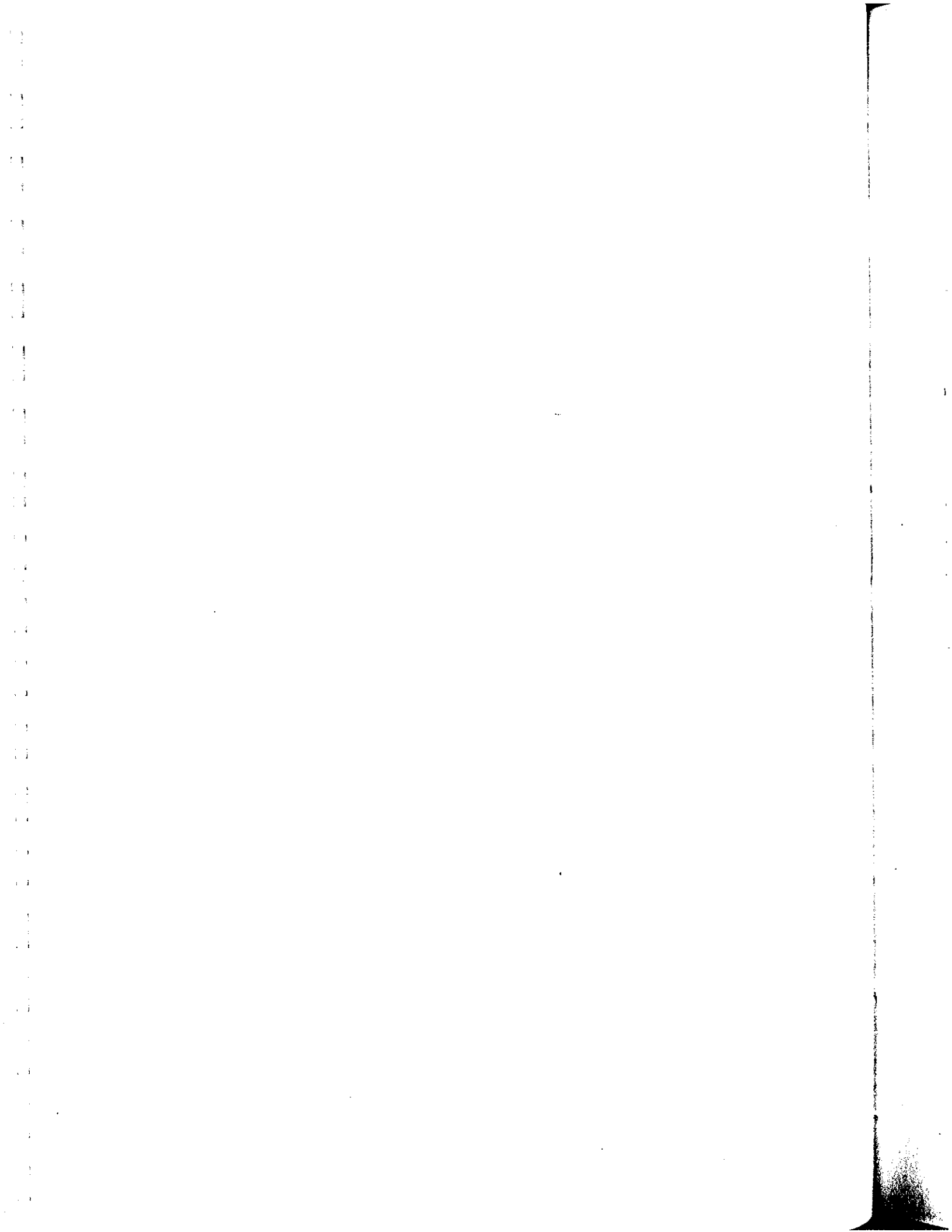
Increasingly, Wisconsin cities and villages are cooperating to meet joint problems. A good summary of the legal authority for and the services administered cooperatively is presented.

Wisconsin Legislative Reference Library. Adjusting Local Government to Modern Needs - The Statutory Authority in Wisconsin for Joint Action Among Towns, Villages, Cities, and Counties. Research Bulletin No. 118. Madison, Wisconsin: April 1955. 13pp. (Mimeographed.)

One of the early compilations of statutes authorizing local governments to administer cooperative programs and activities. Wisconsin statutes were revised in 1957 and, therefore, many of these laws have been changed. In addition, substantial legislation in the area of cooperative administration has been added to the statute books since the report was published.

Stoner, John E. Interlocal Governmental Cooperation, With Special Reference to Wisconsin. Bloomington, Indiana: Indiana University Department of Government, 1964. 76pp. (Processed.)

Part I summarizes extent of statutory authorization for and actual cases of all kinds of interlocal cooperation. Presents several case studies, including four--joint city-county building, planning, fire control, and library services--involving agreements and contracts. Part II (various pages, mimeographed) presents the six full length case studies.



PART II

GUIDELINES ON DEVELOPMENT OF AGREEMENTS AND CONTRACTS WITH MODELS AND EXAMPLES

GENERAL CONSIDERATIONS

There is no one "best way" to initiate an interlocal contract or agreement. In general, "interlocal cooperation should be considered any time a municipality thinks about adding a new service, improving an existing one, or is confronted by a problem that could possibly have area-wide implications."¹

A local unit may conduct studies to determine what functions or services can best be performed jointly or by service contract. In this process, consideration should be given to the experiences of other units and to alternative courses of action. It should also be determined whether the proposed areas of agreement are authorized by State law, and what procedures are required for their development. Charters and ordinances also should be checked for provisions that would interfere with an interlocal agreement.

Such preliminary activities may be followed by discussions with officials of other government units, and the establishment of an interlocal committee to study the possibility of cooperation in depth. Opportunity for cooperative use of facilities, or personnel, is normally greater between juxtaposed or overlapping units. With respect to some functions, such as a joint training program, the cooperating units need not be contiguous, but they should lie in close proximity to each other.

THE SERVICE CONTRACT

The service contract is one of the oldest and most widely used forms of interlocal cooperation. Under this arrangement, one unit of local government contracts with another to provide one or more services for a stated price. The terms of the contract are negotiated, but the supplier has the preponderant influence in determining charges and ultimate control of the administration of the service or services.

A government unit contracting for a service should consider: (1) whether the unit has the ability to perform the service itself, (2) whether performance of the service or contracting for the service is more economical, (3) whether the contractor can provide the quantity and/or quality of service required, and

1. Leigh E. Grosenick, "Many Hands Make the Burden Light," Minnesota Municipalities, Vol. 50, No. 6 (June 1965), p. 180.

(4) whether contracting for the service will adversely affect the identity of the unit or the ability of the unit to perform other services. A unit offering the service should consider if it can do so and still meet the demands of its own residents for the service. For example, before contracting to provide fire protection to another unit, it should be determined whether providing such service will weaken the ability of a fire department to answer local calls effectively.

JOINT AGREEMENTS

The joint agreement, the second basic method for achieving formal, co-operative arrangements, may be written as a contract; but it is distinguished from the service contract in that responsibility for the performance of a particular function, or the operation and construction of a public facility, is shared by the participating units.

Joint agreements may take a variety of forms, but usually, no organizational or jurisdictional changes are required. For example, two or more units may agree to maintain a common boundary street; make joint use of scarce personnel or expensive equipment; or jointly undertake the construction of sewer facilities, city-county buildings, or recreational facilities.² Local units may also enter into a mutual aid agreement under which they agree to provide police or fire services to each other in the event of an emergency.³ Provision for organizational changes may be provided by another type of agreement. For example, one of the cooperating units may be specified as the performing or administrative agency; the other unit, or units, may participate by contributing money, personnel, or equipment to be utilized by the administrative agency.⁴

In some instances, two or more local units may agree to establish a joint board, or agency, to operate a common project, or to undertake particular functions. For example, an agency representing each of the cooperating parties may be given responsibility for the development of an airport⁵ or the implementation of a joint purchasing program.⁶ Again, a joint board may be established to administer a joint health or planning department.⁷ Such boards may have complete responsibility for the administration of the service or function, including the hiring of personnel.

Voluntary regional councils can be established by joint agreement also. Such councils are usually composed of elected and appointed officials representing the participating governments; they serve only as advisory bodies with power to discuss, to study, and to recommend courses of action to member governments. Provision may be made for an executive committee and special committees in various functional or operational fields, and, in addition, for various forms of interlocal cooperation.

2. See examples B-3, B-6, and B-11 for samples of Joint Sewage System, Joint City-County Building, and Joint Recreational Facilities agreements.
3. See "Model Agreement for Supplemental Fire and Police Service," example B-1.
4. See example B-9.
5. See example B-5.
6. See example B-18.
7. See example B-10.

CONTRACT AND AGREEMENT PROVISIONS

It is very unlikely that two formal, interlocal arrangements will be identical in every detail. Specific terms will vary with respect to agreed purposes, unique local conditions, and provisions of controlling State laws. Presented below is a general description of the types of provisions that commonly are, or should be, covered in most contracts.⁸

1. Nature of the Arrangement

The opening section of the contract should identify the parties involved, describe the nature of the service or function to be performed, explain the need for entering into the arrangement, and cite the legal authority for the undertaking. It is also useful in some contracts to define the terms being used.⁹

2. Work to be Performed

The level of service to be provided, or the nature of the function to be jointly performed, should be clearly set forth. In a service contract, for instance, it might be stated that the service to be provided shall be on the same level as presently provided by the supplier within its own corporate limits.¹⁰ When appropriate, the contract should include an agreed list of specific activities and functions to be performed, equipment to be used, and other general service related factors.¹¹

3. Limitations

The contract should set forth precisely any limitations or restrictions imposed upon the performance of the service or the function. A sewage treatment contract, for instance, may contain limits on the type or amount of sewage that can be treated.¹² Contracts relating to the use of a joint facility may spell out priorities, i.e., first priority on the use of a joint recreational facility in case of conflict.¹³ The extent to which the contracting parties are liable for damages to persons or property also should be spelled out.¹⁴

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8. "Contracts" and "contractual provisions" as used here refer to the formal written document, whether it is a service contract or joint agreement.
 9. See examples B-7 (Section 1) and B-16 (Section 2) for lists of definitions used in contracts establishing joint agencies and A-7 (Section 1) for definitions used in sewage disposal contracts.
 10. See, for example, model service contract example A-1(a) (Section 4).
 11. See, for example, list of work to be performed in providing street services, example A-8 (Section 4); library services, example A-12 (Section 1); and lists for various functions in example A-1(b).
 12. Detailed limits on refuse services are found in examples A-9 (Sections 2-13) and B-8 (Sections 3-8).
 13. See example B-11 (Section IV).
 14. For sample liability provisions see examples A-1(a) (Sections 10-11), A-2 (Sections 3 and 10), and A-15 (Section 3).

4. Service Charges

Some services provided by contracts will be self-financing through fees collected directly from private citizens receiving service benefits. In other instances, the local governments contracting for the service will be responsible for the payment. Service contract charges may be based on a flat rate (hourly, monthly, or yearly), percentage of assessed valuation, actual "out of pocket" expenditures, population served, unit cost measurements, or a combination of these and other factors.

The contract should specify the items covered in the total cost, such as salaries, depreciation on machinery and equipment, travel expenses, overhead, office supplies, clerical work, fringe benefits to employees, and capital expenditures.¹⁵

5. Financing

Contracts providing for the joint financing of an activity should carefully outline procedures for allocating costs among the parties. Payments from the participating parties may be based on population, services received, capacity used, assessed valuation, or a combination of these and other factors. Personnel and equipment may be provided by a contracting party in lieu of cash payments under the terms of some agreements.¹⁶

Mention also should be made of the earnings, fees, and charges that may result from the joint activity. In addition, each agreement should contain an authorization for acceptance of Federal and State aid, and contributions from other public and private sources.¹⁷

Financing joint projects or facilities may also be accomplished by participating units issuing bonds, either separately or jointly. In either case the proceeds are turned over to the fiscal officer designated to act under the joint agreement. If each unit issues its own obligations, the obligations and the debt service charges remain with the issuing unit. The agreement, however, should provide for reimbursement of the debt service charge. Local units in some States are allowed to contract indebtedness on a joint basis with the obligation and debt service charges apportioned among them. If it is expected that a joint agreement will entail borrowing, the agreement should stipulate the need for bond counsel, indicate the type or types of bonds to be issued, and allocate the debt among the parties.¹⁸

15. See list of costs in model service contract, example A-1(a) (Section 12), and modifications for traffic signals, street lighting, building inspection, business license, and pound in A-1(b). See also listings in example A-2 (Section 6) and A-8 (Section 5).

16. See, for example, methods of sharing expenses in examples B-2 (Appendix B to Agreement), B-4 (Section VII), and B-7 (Section VI).

17. See example B-12 (Section 5).

18. Further detail on joint borrowing, particularly as provided for in New York, may be found in the following State handbook: State of New York, Local Government Cooperation (Albany, New York: Office of Local Government, State of New York, April 1963), pp. 15-16.

6. Administration

Service contracts and many joint agreements do not necessitate the creation of a joint administrative agency or body.¹⁹ Contractual provisions in these cases need only identify the administrative unit or units offering or performing the service and responsible for its administration. For example, if a city police department is to provide general police services to the county, it should be assigned the administrative responsibility for law enforcement activity. Another provision should make it clear that the party offering the service retains control over its officers or employees providing the service.²⁰

A formal contract establishing a joint agency, board, or commission should set forth: (1) the number and title, method of selection, term of office, and compensation of officers; (2) the number and frequency of meetings; (3) the procedures and qualifications for voting; and (4) the conditions under which new members may join. Provisions setting forth the duties and responsibilities of the administrative body, and granting authority to make rules and regulations necessary for the execution of such duties, should be included also.²¹

7. Fiscal Procedures

Contracts should contain provisions relative to keeping accurate records, issuing financial reports, and stipulating the manner and time of making payments.²² Provisions should also be included for periodic review of service charges. This is particularly appropriate for long-term contracts, such as those relating to water supply, that may run for forty or fifty years.²³

Fiscal procedures to be followed by a joint agency, board, or commission should be covered in greater detail. The chief fiscal officer of one of the participating units may be assigned responsibility for the receipt, custody, and disbursement of funds collected under the terms of the agreement. The joint body in other cases may hire its own fiscal officer to perform these duties. Similarly, budgets may be prepared by one of the participating units or by the joint agency or board personnel. In either case, the contract should clearly state the method by which the budget is to be developed, and

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19. It may be desirable, especially in long-term contracts, to make provisions for arbitration in case disputes arise over rates or other terms. This could be done through an ad hoc committee or through an impartial arbitrator.
 20. See examples A-1(a) (Section 2) and A-3 (Sections 2-5).
 21. Samples of provisions made for joint agencies, boards, or commissions are found in the following examples: B-2 (Radio Control Board); B-4 (Sanitary Sewer Commission); B-5 (Airport Commission); B-7 (Transit Commission); B-10 (Health Board); B-12 (Parks and Recreation Advisory Commission); B-13 (Library Film Commission); B-15 (Planning and Zoning Commission); B-16 (Voluntary Council); and B-18 (Purchasing Council).
 22. See Model Contract Form, example A-1(a) (Sections 12-13), and examples A-3 (Section 16) and A-8 (Sections 5-7).
 23. See example A-6 (Section 4). On provisions for arbitration in case of rate disputes see note 19 supra.

the time by which it is to be submitted to the governing bodies of the participating units for approval.²⁴

8. Personnel Rights

Contractual provisions should be included to safeguard the civil service rights, privileges and immunities, and fringe benefits of employees or officials of a local government while they are performing agreed upon duties in another unit. Also, provisions may have to be made relative to the utilization of personnel displaced by the joint arrangement.²⁵

9. Staffing

A joint agency may be staffed by employees of the participating governments, without greatly disturbing existing personnel practices. As an alternative, one of the participating government units may be designated to serve as employer for all joint employees and to handle all personnel matters. In the event this latter approach is used, the contract should specify the terms under which other participating units will reimburse the employing unit for personnel services.

Contracts, such as one establishing a joint recreational program, may stipulate that supervision of the program shall be by meeting accepted professional standards of competence. Provisions also may have to be made relative to the methods to be used in employee selection and the allocation of costs in hiring personnel for a joint undertaking.²⁶

10. Property Arrangements

Contracts should stipulate what property arrangements have been made. Participants may wish to hold title to property as tenants in common. In other cases, the property may be owned by one unit and leased to another or to the joint body. The particular form of ownership will depend on State law and should be clearly understood.

When property, including equipment, is to be jointly purchased, provision should be made regarding purchasing procedures, allocation of costs, and disposition of the property once the contract has been terminated. Further, provision should be made concerning responsibility for maintenance of facilities or equipment to be used in the undertaking.²⁷

11. Duration, Termination, and Amendment

The contract should clearly state the duration of the arrangement, the circumstances under which participants may withdraw, and the procedures to be followed in amending the contract provisions. The duration of a contract may be fixed by State law or by agreement of

24. See note 21 supra.

25. See example A-11 (Section D).

26. See examples B-9 (Generally), B-10 (Section 5), and B-12 (Section 3).

27. On various property arrangements see examples B-2 (Section 5), B-5 (Section 6), and B-11 (Section III).

the participating units. On the other hand, the contract may be on a continuing basis, without any specific termination date, to be ended only when one party notifies the other in writing that it desires to withdraw from the arrangement. Most contracts require a time period and written notification for such withdrawal. Termination of an agreement may result from failure to make payments or to meet contract obligations.

Amending procedures, as noted above, are necessary to keep up with changing patterns of cost and service levels and to permit participation of other units at a later date.

CONTRACTS AND AGREEMENTS

SELECTED EXAMPLES (Detailed Listing)

<u>Example Number</u>		<u>Page Number</u>
	A. Service Contracts	61
A-1	Model Contract Form (cities)	62
	a. General Services	62
	b. Appendix 1: Additions and Changes in the Suggested Agreement to Adapt the Agreement to Specific Services	67
	c. Appendix 4: Exhibit to the Agreement for Purposes of Setting Forth Technical Information	74
A-2	Fire Services (city-fire district)	75
A-3	Police Services (city-county)	78
A-4	Police Communication Services (county-city)	81
A-5	Jail Services (city-county)	83
A-6	Water Supply (city-city)	85
A-7	Sewage Disposal (city-water district)	89
A-8	Street Services (county-city)	103
A-9	Refuse Disposal--Incinerator (city-town)	109
A-10	Health Services (city and county department-city)	111
A-11	Parks and Recreation Program (city-county)	113
A-12	Library Services (county-city)	115
A-13	Tax Collection (city-school district)	117
A-14	Civil Service Functions (city-school district)	118
A-15	Subdivision Regulation Services (city-county)	119
A-16	Building Inspection Services (county-city)	121
A-17	Multi-Purpose Contract (city-school board)	123
	B. Joint Agreements	127
B-1	Mutual Aid for Supplemental Fire and Police Service (cities)	128
B-2	Police Radio* (cities, villages)	130
B-3	Joint Sewage System (cities)**	141
B-4	Sanitary Sewer Commissions* (cities, villages)	145
B-5	Joint Airport* (city, county)	151
B-6	Joint City-County Building (city, county)	159
B-7	Joint Transit Commission* (cities, counties)	161
B-8	Joint Refuse Disposal System (cities, county)	166
B-9	Joint Sanitation (city, villages)	169
B-10	Joint Health Board* (cities)	172
B-11	Joint Recreational Facilities (city, school districts)	174
B-12	Joint Recreation Program (city, school district)	176
B-13	Joint Library Audio-Visual Services* (cities)	179
B-14	Open-Space Agreement* (states, counties, city)**	183
B-15	Joint Planning and Zoning Commission* (city, county)	186
B-16	Voluntary Council of Governments* (cities, counties)**	188
B-17	Joint Tax Collection (county, city)	193
B-18	Joint Purchasing (cities)	195

* Joint governing body established

** Interstate agreement

Note: The jurisdictions shown in parentheses following the titles are the parties to the contracts or agreements.

A. SERVICE CONTRACTS

MODEL CONTRACT FORM--CALIFORNIA

a. General Services*

(Same for all contracts)

THIS AGREEMENT made and entered into this ____ day of _____, 19____ by and between the CITY OF _____, hereinafter referred to as "First Party" and the CITY OF _____, hereinafter referred to as "Second Party" both of whom understand and agree as follows:

(Underlined portion to be changed according to subject of agreement.)

WHEREAS, the parties hereto have the common power to perform general services within their corporate limits; and

WHEREAS, the Second Party is desirous of contracting with First Party for said services; and

(Same for all)

WHEREAS, First Party is agreeable to rendering such services under the terms and conditions hereinafter set forth; and

(Same for all)

WHEREAS, such contract is authorized by the provisions of Title I, Division 7, Chapter 5 of the Government Code of the State of California which authorizes the joint exercise by agreement of two public agencies of any power common to them:

PURPOSE OF AGREEMENT

(Use underlined portion to describe service - see examples in Appendix 1)

1. This agreement is for the purpose of performance by First Party of all functions of Second Party as hereinafter provided except those services which are now or may hereafter be made the subject of separate and special agreements between the parties hereto.

The purpose of this agreement shall be accomplished in the manner hereinafter set forth.

Administrative Agent

(Same for all - may mention particular department and officer; i.e., police department and police chief.)

2. First Party is designated as the party to administer this agreement by and through its departments and officers.

*With noted modifications, this format may be used for the following: General services, street maintenance, traffic signals, street lighting, street painting, fire, police, library, building inspection, business license and pound. Other services may use similar format with appropriate changes.

Source: League of California Cities, Inter-Municipal Cooperation Through Contractual Agreements, July, 1963, pp. 11-27.

Cost Computation

(Different for traffic signals, street lighting, building inspection, business license and pound - see Appendix 1)

3. Second Party shall pay to First Party the entire cost to First Party of performing each function or service called for herein, including salaries and wages of all employees engaged therein, supervision over such employees while so employed, a prorated portion of departmental overhead, clerical work, office supplies, depreciation on machinery and equipment, traveling expense, including mileage of employees and all other costs and expense incidental to the performance of each such function.

In computing the cost of machinery and equipment, the full cost to First Party of rented machinery and equipment and any operator furnished therewith, and a reasonable rental rate on machinery and equipment owned by First Party shall be included.

Duties and Level of Service

(There are additions for street maintenance, law enforcement, fire service, public library, building inspection, business license, pound - see Appendix 1)

4. No officer or department of First Party shall perform for Second Party any function not within the scope of the duties of such officer or department in performing the same kind of services for First Party. Except as otherwise hereinafter provided for, the level of service shall be the same basic level of service that is and shall be hereafter, during the term of the agreement, provided by First Party within their corporate limits. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain in First Party. In event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the chief administrator of First Party shall be final and conclusive.

Fund Appropriation

(Same for all except omit for business license, building inspection, pound)

5. No service shall be performed hereunder unless Second Party shall have available funds previously appropriated to cover the cost thereof.

Service Requirement

(Omit for all except general services agreement - see Appendix 1 for building inspection, business licenses, pound, street maintenance insertions)

6. No service shall be performed hereunder by First Party unless such service shall have been requested in writing by Second Party on order of the city council thereof or such officer as it may have designated, and each such service shall be performed at the times and under circumstances which do not interfere with the performance of regular services and operations of First Party within its own corporate limits.

Office or Facility

(Same for all except omit section for traffic signals, street lighting, street painting - note alternative for provision of fire stations in explanatory comments)

7. Whenever both parties mutually agree as to the necessity for any such First Party officer or department to maintain administrative headquarters or service facility such as a branch library or fire station in said corporate limits of Second Party, said Second Party shall furnish at its own cost and expense all necessary office space, furnishings, furniture, office supplies, janitor service, telephone, light, water and other utilities.

In the event an administrative office or service facility is maintained in corporate limits of Second Party for use by any officer or department of First Party such offices or facilities may be used by officers or departments of First Party in connection with the performance of their duties in territory outside of said corporate limits of Second Party provided, however, that the performance of such outside duties shall be at no additional cost to Second Party.

Employee Status

(Same for all)

8. Persons employed by First Party in the performance of services and functions pursuant to this agreement shall have no claim to pension, civil service or other employee rights granted by Second Party to its officers and employees.

Cooperation

(Note additions for street maintenance, and business license - see Appendix 1)

9. To facilitate performance under this agreement, First Party shall have full cooperation and assistance from Second Party, its officers, agents and employees.

First Party Liability

(Note in Appendix 1 alternative for street maintenance, traffic signals, street lights, street painting)

10. First Party, its officers and employees, shall not be deemed to assume any liability for the negligence of Second Party. Second Party shall hold First Party harmless from, and shall defend First Party and its officers and employees thereof against any claim for damages resulting therefrom.

Second Party Liability

(Same for all)

11. Second Party shall assume no liability for the payment of salary, wages, or other compensation to officers, agents or employees of First Party performing services hereunder for Second Party or any liability other than that provided in this agreement.

Second Party shall not be liable for compensation or indemnity to officers or employees of First Party for injury or sickness arising out of performance of this agreement.

Records

(Same for all)

12. Each officer or department of First Party performing any service for Second Party under this agreement shall keep reasonably itemized and, in detail, work or job records covering the

cost of all services performed, including salary, wages, and other compensation for labor, supervision and planning plus overhead, the reasonable rental value of all machinery or equipment owned by First Party, the cost of all machinery and supplies furnished by the First Party, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

Billing

(Omit for building inspection, business licenses, pound services)

13. Each officer or department of First Party performing any service hereunder shall render to Second Party at the close of each calendar month an itemized statement covering all services performed during said month, and Second Party shall pay First Party for such services within 20 days after receipt of such statement. If such payment is not received by First Party within 30 days after billing, First Party may satisfy such indebtedness from any funds of Second Party on deposit with First Party without giving further notice to Second Party of its intention to do so.

Term of Contract

(Same for all)

14. This contract shall become effective on the date mentioned above and shall run for a period ending _____, 19____, and at the option of the city council of Second Party, with the consent of the city council of First Party shall be renewable thereafter for successive periods of not to exceed five years each.

Renewal

(Same for all)

15. In event Second Party desires to renew this agreement for any succeeding five year period, its city council, not later than December 31 next preceding the expiration date of this agreement, shall notify the city council of First Party that it wishes to renew the same, whereupon city council of First Party not later than the last day of January, shall notify city council of Second Party in writing of its willingness to accept such renewal for an additional five year period or such other term as it deems advisable, otherwise such agreement shall finally terminate at the end of such five year period.

Notwithstanding the provisions of this paragraph, either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than two (2) calendar months prior to the date of termination.

Property Disposal

(Same for all)

16. In the event of termination of this agreement for any cause, all property acquired under this agreement by First Party shall remain in the possession and ownership of First Party unless payment therefor is made by Second Party to First Party, and all property acquired under this agreement by Second Party shall remain in the possession and ownership of Second Party unless payment therefor is made by First Party to Second Party.

Contract Control

(General Services Agreement only - see Appendix 1 re: Street Maintenance Contract for 3 additional sections thereof.)

17. This agreement is designed to cover miscellaneous and sundry services which may be supplied by First Party and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the parties to this agreement with respect to specific services, such contract with respect to such services, shall be controlling as to the duties and obligations of the parties.

(Same for all)

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed hereto by the proper officers thereof. This agreement is signed and executed this _____ day of _____, 19_____.

(Same for all)

ATTEST

THE CITY OF _____
a municipal corporation

City Clerk

BY _____
Mayor

ATTEST

THE CITY OF _____
a municipal corporation

City Clerk

BY _____
Mayor

b. Appendix 1

**Additions and Changes in the Suggested Agreement
to Adapt the Agreement to Specific Services**

PURPOSE OF AGREEMENT

(Alternatives)

- a. Street maintenance - to perform street maintenance and improvement services.
- b. Traffic signals - to provide maintenance of certain approved traffic control devices and highway safety lighting at intersections (intersections as defined in Section 365 of Vehicle Code).
- c. Street lighting - to provide for the maintenance of certain street lighting installations.
- d. Street painting - to perform painting of traffic strips on public streets, marking of curbs and other related work.
- e. Fire service - to perform fire suppression services within the corporate limits of Second Party.
- f. Police service - to provide law enforcement services within the corporate limits of Second Party.
- g. Building Inspection Service - to provide building, plumbing, and electrical code enforcement and inspection of work authorized under such codes, and issuance of all permits and orders required.
- h. Business license services - to issue business licenses and collect fees for Second Party.
- i. Pound services - to provide pound services within the corporate limits of Second Party.
- j. Library service - to provide public library service within the corporate limits of Second Party.

COST COMPUTATION

(Alternatives)

- a. Traffic signals

The percentage of cost to be borne by each agency shall be in the ratio that the number of approaches under their respective jurisdiction bears to the total number of approaches entering each intersection.

First Party will furnish service for and perform such maintenance work as shown on chart in Exhibit "A" - (see Appendix 4).

Routine maintenance work to be performed includes patrolling, relamping, furnishing of electrical energy, painting of standards and heads, and the necessary minor repairs or replacements as required to insure satisfactory service. Installation of additional facilities is not a maintenance function under the provisions of this paragraph.

Extraordinary maintenance includes replacement and/or addition of major equipment due to obsolescence, wear, or inadequacy, repair due to extensive damage from any cause, or replacement of parts in connection with highway safety lighting. Extraordinary maintenance shall be assessed directly against the installation involved.

A flat monthly rate per intersection for routine maintenance of signals shall be established by First Party. This monthly rate shall be the average monthly cost of routine maintenance for all such devices that it maintains and operates and shall show salaries and wages, materials and equipment. This monthly rate shall be used for billing. This rate shall be revised and adjusted for each fiscal year to insure an equitable annual cost.

On bills for routine and extraordinary maintenance current percentages may be added to salaries and wages only for departmental administration and overhead, and to equipment costs for depreciation of equipment. These percentages, if added shall be shown as separate items in the rates for maintenance and operation, and on the bill for extraordinary maintenance.

b. Street lighting

First Party will furnish service for and perform such maintenance work within the area shown in Exhibit "A" -(see Appendix 4). Routine maintenance work to be performed includes patrolling, relamping, and the necessary cleaning, minor repairs, or replacements as required to insure satisfactory service. Installation of additional facilities is not a maintenance function under the provision of this paragraph.

Extraordinary maintenance includes numbering and painting of standards, replacement and/or addition of major equipment due to obsolescence, wear or inadequacy, and repair due to extensive damage from any cause. Extraordinary maintenance will be performed only at the request of the party of the second part.

A flat monthly rate per intersection for routine maintenance of signals shall be established by First Party. This monthly rate shall be the average monthly cost of routine maintenance for all such devices that it maintains and operates and shall show salaries and wages, materials and equipment. This monthly rate shall be used for billing. This rate shall be revised and adjusted for each fiscal year to insure an equitable annual cost.

On bills for routine and extraordinary maintenance current percentages may be added to salaries and wages only for departmental administration and overhead, and to equipment costs for depreciation of equipment. These percentages, if added, shall be shown as separate items in the rates for maintenance and operation, and on the bill for extraordinary maintenance.

c. Building Inspection

First Party agrees to collect the fees called for in said ordinances and to account therefor to Second Party quarterly. First Party agrees to pay Second Party within 60 days following each calendar quarter, all of the excess over expenditures for services and Second Party agrees to pay First Party within said 60 days, any deficit between expenditures for services and total fees collected. Expenditures for services, for the purpose of this agreement, shall be the entire cost to First Party of performing each such function, including direct costs and a prorated portion of indirect expenses. Direct costs shall include salaries of employees engaged therein, vacation, sick leave, retirement, workmen's compensation, supervision over such employees while so employed, travelling expenses and supplies. Should the rates for indirect expenses be changed, Second Party shall be notified of such change in writing not later than June 1 of each year.

d. Business license (Same as Building Inspection Section)

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e. Pound

For an in consideration of the rendition of the foregoing services by First Party, Second Party agrees that First Party may keep and retain any and all licenses and fees provided for by said Municipal Pound Ordinance and by First Party pursuant hereto. In connection therewith, First Party shall have all powers of Second Party and shall receive all co-operation needed to enable efficient enforcement of such ordinance.

First Party shall retain all impounding fees and revenue derived from the sale of dogs at First Party's shelter as additional compensation for expenses incurred for care and feeding of said animals and emergency night calls.

DUTIES AND LEVELS OF SERVICE (Additions)

a. Street Maintenance

Such services shall include construction, reconstruction, maintenance, and repair of all public streets within corporate limits of Second Party by the Public Works Department which shall have the same power with reference thereto as if said streets were within the corporate limits of First Party, the city council of Second Party exercising the same authority with reference to said work on said streets as the city council First Party would exercise if said streets were within the corporate limits of First Party. Nothing herein contained shall be construed as in any way divesting Second Party of any of its powers with respect to the supervision, management and control of streets within its corporate limits.

For the purpose of performing these services, the work shall be divided into two categories (a) ordinary maintenance and repair, and (b) work other than ordinary maintenance and repair.

Ordinary maintenance and repair of streets within the limits of Second Party shall be performed without demand and such streets shall be maintained and repaired in the same manner, to the same extent and kept on a similar condition of suitability as similarly situated streets of First Party.

Work other than ordinary maintenance and operation will be performed only upon order of the city council of Second Party or such agent or representative thereof as may be designated by the city council of Second Party. Such work shall encompass all work not, in the opinion of the Public Works Director of First Party, ordinary maintenance and repair, and shall include, but not be limited to, the construction of new streets, bridges, or like facilities or structures, or the construction of new improvements therein or thereon; relocation of existing street facilities; major street reconstruction or alterations; the planting or preservation of ornamental shade trees or of ornamental planting of strips and parkways; roadway weed abatement programs; cleaning and sweeping of streets, and the taking of measures necessary to prevent or relieve from the effects of storm or flood waters. Demands for service hereunder shall set forth in detail the facilities and services desired.

b. Law Enforcement Service (Addition)

Such services shall include the enforcement of State Statutes and such ordinances of Second Party as are of the same type or nature as ordinances of First Party enforced by the Police Chief within the corporate limits of First Party.

Services performed hereunder may include, if requested by Second Party, traffic enforcement, license inspection and enforcement and the supplying of crossing guards. In such event, Second Party shall notify the city council of First Party by resolution of such desire. If traffic enforcement is not requested, it is understood that the Police Chief of First Party may, in his discretion, enforce traffic laws only where violations thereof occur in his presence.

If said service is requested, the city council of Second Party shall designate a representative who shall have the initial responsibility of negotiating with the Police Chief of First Party for location and extent of service and subsequent service changes.

c. Fire Service
(Addition)

Such services shall include the enforcement of state statutes and the fire prevention code of Second Party as same are enforced by the Fire Chief of First Party within the corporate limits of First Party. Such services shall also include fire suppression response to all fires and suspected fires as promptly as alarm permits from points of service reasonably and adequately located in accordance with standards prevailing within the corporate limits of First Party.

Services performed hereunder may include, if requested by Second Party, fire prevention education, regular inspection of commercial and industrial properties, and inspection of private homes on a voluntary basis with consent of the residents thereof. If Second Party desires to receive fire prevention education, regular inspection of commercial and industrial properties, and private home inspections, it shall so notify the city council of First Party by resolution, indicating such desire. If regular commercial and industrial property inspections are not requested, it is understood that the Fire Chief in his discretion may enforce violations of the fire prevention code and state statutes only when violations thereof are brought to his attention.

If said service is requested, the city council of Second Party shall designate a representative who shall have the initial responsibility of negotiating with the Fire Chief for location and extent of service and subsequent service changes.

d. Public Library Service
(Addition)

Such library service shall include book evaluation and ordering, purchasing, cataloguing, classification and physical preparation of purchased books for circulation at mutually agreed upon places by bookmobile at regularly scheduled intervals and, when and if required as provided hereinafter, by a branch library periodical and newspaper service; a film collection with projection equipment available by reservation; issuance of library cards to residents of Second Party, with interchangeable borrowing privileges; reference service to residents of Second Party at main library of First Party including telephone answering service by trained reference librarians. All books, periodicals, and newspapers shall be purchased and supplied by First Party. A balanced service between fiction and non-fiction, as well as children's library service, shall be provided and maintained within the corporate limits of Second Party to the extent facilities permit.

e. Building Inspection
(Addition)

Such services shall include enforcement within the corporate limits of Second Party of all provisions of the Building, Plumbing and Electrical Codes of Second Party and issuance of all permits and orders required in such enforcement. Such enforcement shall include all of the duties prescribed in such ordinances including the determination of those matters placed within the jurisdiction of the Board of Appeals by such ordinances and the furnishing of the evidence necessary

in any prosecution under such ordinances. In performing such work the officers of First Party shall have the powers and duties of building inspectors of Second Party.

f. Pound service
(Addition)

Such service shall include the enforcement of state statutes and such pound ordinances as Second Party may adopt.

SERVICE REQUIREMENT

a. Street Maintenance (insert)

To assist the First Party in the performance of its duties hereunder and to safeguard Second Party's streets, it is agreed that Second Party will forthwith enact and thereafter maintain during the duration of this contract, an ordinance in all material respects, including the amount of fees provided, street excavation rules and regulations, and sidewalks and curb cut criteria, identical to the Encroachment Permit Ordinance of First Party ordinance No. _____, as amended.

Second Party further agrees to enact amendments to said ordinance subsequently adopted by the city council of First Party, within 120 days after request to do so by First Party. First Party shall retain as additional consideration for services rendered hereunder, all the fees paid pursuant to said Encroachment Permit Ordinance.

This contract shall terminate at any time Second Party fails to enact and maintain said ordinance as hereinbefore provided.

For the purpose of facilitating the performance of said street maintenance functions, it is hereby agreed that the city council of Second Party, upon request of First Party's Public Works Director or his duly authorized representative, will order the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.

b. Building Inspection
(insert)

This contract shall be terminated at any time that Second Party fails to enact and to maintain in full force and effect a Building Code, a Plumbing Code, and an Electrical Code in all material respects, including the amount of fees provided identical with the corresponding codes now in force in First Party and in addition thereto to adopt an ordinance establishing standards for tradesmen plying their trade within said corporate limits of Second Party equal to the standards prescribed by ordinance for tradesmen within the corporate limits of First Party or to accept as evidence of qualification First Party's certification thereof. Second Party agrees to prepare and furnish all ordinances and maps required.

This contract shall be terminated if Second Party does not enact amendments to said codes or ordinances adopted by the city council of First Party.

c. Business License Collection

Second Party agrees to furnish and prepare all ordinances and maps required.

d. Pound
(insert)

This contract shall be terminated at any time that Second Party fails to enact and to maintain in full force and effect, including the amount of fees provided, an ordinance identical

with the provisions of Ordinance No. _____ of First Party. This contract shall also be terminated if Second Party does not enact amendments to said ordinance adopted by the city council of First Party within 120 days after request to do so by First Party.

First Party shall maintain its kennels and animal shelter in a humane manner, keep said premises in a sanitary condition at all times, furnish all services hereunder in accordance with the laws of the State of California, and give prescribed notices and use humane methods of care and destruction of animals coming under its jurisdiction.

COOPERATION

a. Street Maintenance (Alternative)

Both parties agree that they and their officers and agents shall cooperate in carrying out of said functions and that First Party's Public Works Director shall have full authority, possession and necessary control of the work with full assistance when necessary from the police of Second Party or such other law enforcement agency as may be rendering police service therein.

b. Business License

First Party shall have all powers of Second Party and shall receive all cooperation possible therefrom to enable efficient enforcement of ordinances and collections called for thereunder.

FIRST PARTY LIABILITY

a. Street Maintenance

(Alternative also for traffic signals, street lights and street painting)

First Party, its officers and employees, shall assume no liability for the negligence of Second Party or of any officer or employee thereof, nor for any defective or dangerous condition of the streets or property of Second Party and Second Party shall hold First Party and its officers and employees harmless from and shall defend the First Party and the officers and employees thereof against any claim for damages resulting therefrom. This agreement shall not be construed to relieve Second Party from any liability imposed by law upon it arising from any such defective or dangerous condition of its streets or property, and second Party shall protect and save First Party, its officers and employees, harmless from all claims, damages, and costs, and assume the defense of all actions for any such damages or injuries alleged to have arisen out of the use of said city streets.

Street Maintenance (additional sections)

MAP PROGRAM

a. During the life of this agreement, city council of Second Party, before the first day of July of each year, shall map its street construction, improvement and maintenance program for the ensuing fiscal year, and all special street projects to be requested by said city council of Second Party. First Party shall, upon request, supply estimated costs in detail for street construction, improvement and maintenance program proposed by Second Party within 30 days and prior to July 1 of each year, if so requested.

PRIVATE CONTRACTOR

If, pursuant to this contract, the Public Works Department of First Party plans for any project to be constructed by a private contractor, the Second Party shall, with reasonable promptness, enter into the contract with a private contractor in accordance with such statutory or other bidding procedures as may be applicable to Second Party. All plans, profiles, and the specifications therefor, together with the terms of the contract and the accompanying bonds, shall be prepared by First Party but shall be submitted to such officer of Second Party as may be by resolution designated by city council of Second Party for that purpose. Inspections necessary to ascertain the compliance by the contractor with the plans, profiles and specifications shall be made by First Party and a report thereon submitted to Second Party. It shall be Second Party's responsibility to determine finally the adequacy of such performance and to accept finally the work as completed.

SPECIFIC PROJECTS

Upon the completion of specific projects full payment is to be made to First Party as soon as the work is accepted by Second Party. When any project is constructed by a private contractor payment will be made directly by Second Party to the private contractor.

c. Appendix 4

Exhibit to the Agreement for Purposes of
Setting Forth Technical Information

EXHIBIT "A"
to
CITY AGREEMENTS
for Maintenance of Traffic Control Devices
and
Highway Safety Lighting Maintained by
CITY OF _____

Traffic Control Devices:

LOCATION	1st P T.S. No.	2nd P T.S. No.	Type	1st P Share	2nd P Share	Effective Date
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Highway Safety Lighting:

LOCATION	Type	1st P. Share	2nd P. Share	No. Lights	Effective Date
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FIRE SERVICES

THE CITY OF LARAMIE, WYOMING, AND RURAL FIRE DISTRICTS

THIS AGREEMENT made and entered into on this 19th day of June, 1963, by and between the City of Laramie, Wyoming, a Municipal Corporation (hereinafter referred to as "City") and Rural Fire Districts No. 1, 3, 4, 6, 10, 12, 14, 17, 18, 28, and 30, Albany County Wyoming Municipal Corporation (hereinafter referred to as "Fire Districts").

WITNESSETH

WHEREAS City has for many years maintained a Fire Station and Fire Department and intends to continue the maintenance of same and,

WHEREAS Fire Districts have certain responsibilities and obligations relating to fires within Fire Districts and owns certain fire equipment and apparatus including a pumper, (all of which shall hereinafter be referred to as "equipment"), and desires equipment to be stored and cared for during non-use, and used in case of emergency relating to fires and,

WHEREAS City is willing to care for equipment, and to act in fighting of fire in areas outside of the City of Laramie, Albany County, Wyoming, hereinafter to be defined.

NOW THEREFORE, in consideration of the premises and of the covenants and conditions of this agreement, the parties hereto mutually agree as follows:

1. City agrees to house the equipment of Fire Districts at the City's Fire Station and to maintain, repair, and care for said equipment, at the expense of the Fire Districts and to provide Two (2) firemen who shall, under direction of City, respond to all fire calls, and operate equipment within Fire Districts whenever such fires shall be reported to the Laramie Fire Department in accordance with this agreement.

2. City agrees to respond to fire calls within Fire District whenever the person turning in the alarm for such fire shall give accurate information concerning the location of the fire, his or her name, and from what station the call is made. If the fire is in a position not adjacent to the highway, the person reporting the fire shall furnish if possible, someone at the highway to lead the firemen to the location of the fire.

3. Fire Districts, as owner of equipment, agree to assume responsibility for, and to indemnify and hold harmless City from all damage to equipment and/or liability, whatsoever the nature, arising from the use, care of housing of equipment, whether resulting from acts of God, negligence of employees or otherwise.

4. City agrees to use equipment as is required to cover all fires in Fire Districts as the Districts now or hereinafter exist in the life of this contract. It shall be the duty of the officers of Fire Districts to keep City informed as to the boundaries of Fire Districts and the amount of territory therein at all times. Any calls concerning territory outside of Fire Districts may be answered at the discretion of City or its designated official giving due consideration as to whether such call would be practicable and whether the area could be reached within a reasonable time to abate the hazard.

5. Firemen performing duties as provided by this agreement shall have such authority as law provides for drafting the services of available persons to extinguish a fire.

6. City is to receive and Fire Districts agree to pay as consideration for the performance of the provisions of this agreement the following:

A. A sum equivalent to two annual salaries of first-class firemen at the highest pay rate of City's then current and adopted pay plan, which plan is incorporated herein by reference and made a part hereof.

B. A proportionate share of City's contribution to the firemen's pension fund on said two salaries, as is required by Wyoming State Law.

C. A proportionate share of City's contribution to the Workmen's Compensation Fund on said two salaries, as is required by Wyoming State Law.

D. City's cost of all gas, oil, grease, maintenance and repairs required to keep equipment in good operating condition.

E. City's cost of replacement personnel when necessitated by use of firemen in the above two positions on all rural calls, such cost to be computed at overtime rates according to personnel rules then in existence.

F. An additional ten per cent (10%) of the total of items (A) through (E) for overhead and administrative costs.

G. All charges in excess of contributions in accordance with Section 6 (C) hereof, made against said Workmen's Compensation Fund by virtue of payments made out of said fund for injury or sickness of firemen authorized to be used and used in pursuit of this agreement.

Fire Districts hereby agree to pay the sums then due as required by this paragraph on or before December 15th and June 15th of each year during the existence of this agreement, and City shall provide Fire Districts with a statement of sums due on or before said dates; provided however, that failure to render said statements shall not constitute a breach of this agreement.

7. It is specifically understood between the parties hereto that all employees authorized and used in pursuit of the provisions of this agreement are employees of City and as such are subject to the control and under the direction of City or its designated official in the performance of duty in accordance with this agreement. City shall have complete control of equipment and firemen in going to, during, and returning from fires, and shall use such equipment and firemen as in its discretion, the circumstances would necessitate.

8. Time is the essence of this agreement and any failure to make payments as herein provided within fifteen (15) days after the date such payment is due or a breach of any other condition or covenant of this agreement by Fire Districts, shall constitute sufficient cause at City's option to terminate this agreement. Fire Districts further agree to pay all attorney's fees and costs of legal proceedings when in City's discretion it becomes necessary to institute legal proceedings to enforce the terms of this agreement.

9. This agreement shall expire five (5) years from its date unless renewed by mutually executed rider prior thereto, and may be terminated by either party hereto, without cause, only on July 1, of any year during the existence of this agreement; provided however, that in the event of termination, the terminating party shall give to the other party, written notice of its intention to terminate at least thirty (30) days prior to July 1 of the year in which termination is desired and provided further, that upon termination of this agreement by either party, and upon full payment of all sums due City hereunder, City shall peacefully surrender and Fire Districts shall remove its equipment.

10. Fire Districts hereby agree, that City may use equipment within the Corporate Limits of the City of Laramie, when in the discretion of the City's designated official, such use is necessitated by an emergency which requires the use of equipment in addition

to that fire fighting equipment owned by City; provided, however, that City's use shall be at all times subordinated by Fire District's need for equipment in accordance with the terms of this agreement; and provided further, and notwithstanding other provisions of this agreement, that City shall provide all gasoline, oil, and repairs necessitated by such use and agrees to assume responsibility for, and to indemnify and hold harmless Fire Districts from all damage to equipment and/or all liability, whatsoever the nature, arising from such use, going to, during, and returning from said emergency.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective proper officers duly authorized by respective resolutions of the governing bodies, the day and year first above written.

City of Laramie

By: _____
Mayor

Fire Districts

Attest

City Clerk

Witness

POLICE SERVICES
ATLANTA AND FULTON COUNTY, GEORGIA*

The Fulton County-Atlanta, Georgia, contract for police protection illustrates most of the essential elements of a contract.

Purpose of Agreement. The three introductory paragraphs of the contract name the parties, purpose, and state law authorizing the action.

Services to be Performed. Police services are detailed in Sections 1, 2, 3, 4, 7, 8, 9, 10, and 11. Limits are placed on the service in Sections 4 and 8.

Financial Arrangements. Section 6 sets forth the charges to be made and what constitutes direct expenses. Section 7, although stating a service, also states no charge shall be made for the use of the city's radio stations except for actual cost of equipment and repair. Section 12 states payments shall be monthly; it also states a maximum charge.

Responsibility for Administration. This is set forth in Section 5, providing for the direction of police service to be under the Atlanta police chief.

Present Personnel. This is covered in Section 5 to provide for civil service and other employment rights and benefits.

Terms of Agreement. Section 14 provides for a continuing contract, except that it can be cancelled at the end of a calendar year by giving notice by November 1.

Amendment of Agreement. Section 14 provides for amendments.

Authority for Signature. The last paragraph of Section 16 provides for the proper execution of signatures.

Reports. The first paragraph of Section 16 requires activity and financial reports to be submitted to the county manager.

This agreement, entered into on the 20th day of February, 1959, between Fulton County, a political subdivision of Georgia, hereinafter referred to as the *County*, and the City of Atlanta, a municipal corporation of Fulton and DeKalb counties, Georgia, hereinafter referred to as the *City*,

WITNESSETH:

The County has heretofore entered into a contract with the City, as authorized by the Statutes of Georgia (Georgia Laws 1951, page 591) to acquire, receive, and accept police service in the unincorporated area of Fulton County, the same being furnished by the City, and it is now deemed advisable to revise the terms and conditions of said police service by entering into a new agreement; and,

WHEREAS, the Commissioners of Roads and Revenues of Fulton County have determined that police service and protection are needed in the unincorporated areas and have called upon the City of Atlanta to furnish an estimate of the actual cost to said City for furnishing such services and protection, which estimate has been furnished and approved by the County Commission;

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the provisions, terms, and conditions of the Acts of the General Assembly, and especially Georgia Laws 1951, page 591, the County and the City do hereby contract and agree with each other as follows:

1. The City of Atlanta agrees to furnish all necessary police protection in the unincorporated areas of Fulton County and for such purpose shall furnish a corps of policemen, including an active field force of not less than 28 patrolmen, including 2 motorcycle patrolmen, 2 captains, 7 policewomen, 8 radio-equipped patrol cars, 2 motorcycles, and the necessary uniforms, badges, firearms, and other items of equipment necessary and incident to a modern police force.

2. The personnel and equipment shall represent an actual active field force on duty at all times of not less than 2 cars with 2 men in each car assigned in each division (north and south) of the County from 4:00 P.M. until 8:00 P.M. each day (evening and morning watch) and 1 car with 2 men assigned to the car in each division from

8:00 A.M. until 4:00 P.M. (day watch). An extra car and man or men will be assigned during the day watch if not otherwise required for relief of other County assigned officers attending court, on sick leave, vacation, etc. The 2 motorcycle policemen shall be assigned as directed by the Chief of Police, and not more than 2 such officers shall be on duty in any 24-hour period.

The division of personnel by watches as above stated may or may not be uniform, and shall be at the discretion of the Chief of Police. Replacements necessary to maintain the total number in the field force as authorized shall be made by the Chief of Police from any reserve of the Atlanta Police Force which may be available.

3. In addition to the particular corps of officers furnished by the City as set forth in the preceding paragraph, the City agrees that it will furnish such additional personnel and equipment as may from time to time be necessary in periods of emergency and on occasions when greater police protection is required, it being the intention of this agreement that the City shall assume full responsibility and the obligation for furnishing police protection and services in the unincorporated areas.

4. The corps of policemen to be provided shall not be deemed to include any particular officer by name or designation, but only that from the regular police force of the City of Atlanta an active field force of officers and men in the number specified in the preceding paragraph numbered "1" shall from time to time be designated at the direction and discretion of the Chief of Police of the City of Atlanta to serve in the unincorporated areas.

5. Police service in the unincorporated areas shall be rendered under direction of the Chief of Police and subordinate officers of the Police Department of the City of Atlanta, and all of the officers engaged in the protection and police service in the unincorporated areas under this contract shall be conclusively deemed City employees and as such subject to the rights, privileges, including vacations and reasonable sick leave, seniority, Civil Service and pension rights, to which they are normally entitled as City employees.

6. All salaries, cost of automobiles, motorcycles, equipment, and other direct expenses incident to and necessary in furnishing police protection and service hereunder shall be paid by the City and reimbursed by the County, plus 10% to cover miscellaneous services and supervision.

7. The City agrees to furnish the full services and facilities of its radio station to the police cars assigned the unincorporated areas and manned by City police officers, to install and maintain radio equipment in all such cars, for which no direct charge is to be made against the County except for actual cost of radio equipment and repairs.

8. It is agreed that the City of Atlanta will furnish all necessary police protection and service to enforce all State laws and Federal statutes insofar as the same come within the knowledge and notice of the members of the Police Department, and in addition thereto will enforce County rules and regulations, including but not limited to zoning laws, regulations of the Health Department, rules and regulations of the Building Inspector's office, plumbing regulations and electrical regulations and will cooperate with the department of licensing and inspection in obtaining information including fingerprints, pictures, etc., from the files of the Police Department of the City of Atlanta necessary in connection with applications for liquor licenses, beer, wine, dance halls and other licenses issued by the County which come within the police power of the County. Provided, no service shall be required of the Police Department for the enforcement of any zoning law, health regulation, rule or regulation of the building inspector, plumbing inspector, or electrical inspector, until and unless a warrant has been obtained from a court of competent jurisdiction, charging a violation of such regulation.

9. In addition to the foregoing service, the City agrees that it will, without additional compensation, furnish to the courts of Fulton County, including the Criminal Court of Fulton County, the Civil Court of Fulton County, and the Superior Court and Coroner of Fulton County the fingerprint records and other criminal information desired by any officer of court or by the Court, concerning any accused person or witness, in any matter pending before any of said courts.

10. The City agrees that it will require the attendance of any member of the Police Department of the City of Atlanta at any trial or court proceeding where the attendance of such person is necessary as a witness in any proceeding before any of the courts of Fulton County.

11. The City agrees that it will furnish 7 policewomen to provide police protection at school crossings and points of danger in the vicinity of schools in unincorporated areas where the same require the direction of a traffic officer.

12. For all of the services provided herein, the County agrees to pay the City during the year 1959 an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Forty Four and 46/100 -----(217,644.46) DOLLARS payable monthly according to detailed statement of costs to be furnished by the City within ten days from the end of each month.

13. At any time hereafter, the County and the City may by amendment increase or decrease the personnel, and, likewise, increase or decrease the amount to be paid by the County for police protection and service in the unincorporated areas. In the absence of such amendment or notice of cancellation of this agreement as hereinafter provided, the terms and conditions hereof, including personnel and payment required of the County to be made to the City, shall continue for the ensuing year.

14. Either party hereto may cancel and terminate this agreement at the end of any calendar year, provided notice of such intention to so terminate and cancel the agreement shall be given not later than November 1 of said year, otherwise, it shall remain in force on a yearly basis.

15. All persons arrested by any police officer of the City in any unincorporated area, charged with the violation of any State or Federal law, County regulation, or any health, zoning, building, plumbing, or electrical inspection violation shall be turned over to the Sheriff of Fulton County and lodged in the Fulton County jail or admitted to bail in such manner as the Sheriff of Fulton County may determine. Nothing herein shall require any officer to actually take into custody any person accused of a traffic violation where, in the discretion of such officer, a copy of charges or other notice directing the accused to appear at a definite time and place to answer such charges will be sufficient to accomplish the presence of such accused; provided, however, the prosecution and procedure in such case shall be the same as though an actual arrest were made and the accused lodged in Fulton County jail.

16. As part of the police service and protection herein provided, the Chief of Police of the City of Atlanta shall annually, and as soon after the end of the calendar year as practicable, furnish the County Manager of Fulton County with a summary report of the activities of the Police Department in the unincorporated areas of Fulton County, together with his comments and recommendations thereof. At monthly intervals, the Chief of Police of Atlanta, or some officer designated by the Chief of Police, shall furnish to the County Manager of Fulton County a detailed statement of salaries, automobile and motorcycle expense, and all other costs incurred in the preceding month and a summary statement of all arrests made by the Police Department in the unincorporated areas, showing names of persons arrested, nature of the offenses, and disposition of the cases. More frequent reports may be made where deemed advisable by the Chief of Police of the City of Atlanta.

IN WITNESS WHEREOF the County and the City have hereunto set their names and the signatures of their proper officers duly authorized by resolutions spread upon the minutes of the County Commission of Fulton County and upon the minutes of the Mayor and Board of Aldermen of the City of Atlanta, respectively, on the day and year first above written.

Approved as to form:

County Attorney

City Attorney

FULTON COUNTY (Seal)

By _____ (Seal)
Chairman, Board of Commissioners
of Roads and Revenues

CITY OF ATLANTA (Seal)

By _____ (Seal)
Mayor

*The introductory comment and the contract form following are from International City Managers' Association, City-County Cooperation in Providing Municipal Services, MIS Report No. 191, December 1959, pp. 13-15.

POLICE COMMUNICATION SERVICES

ST. LOUIS COUNTY AND CITY OF BELLA VILLA, MISSOURI

THIS AGREEMENT, made and entered into this 1st day of July, 1965, by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as COUNTY, and CITY OF BELLA VILLA, Missouri, hereinafter referred to as MUNICIPALITY.

WITNESSETH

WHEREAS, the COUNTY holds a license from the Federal Communications Commission and thereunder operates a short wave radio station by and through the agency of the St. Louis County Police Department for and in the performance of its duties of law enforcement, and has offered to perform certain communication services for the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY wishes to avail itself of the communication services offered by the COUNTY, including radio and teletype (computer) services; and

WHEREAS, the MUNICIPALITY now has certain radio equipment which it desires to use in connection therewith;

NOW THEREFORE, this Agreement has been entered into by the undersigned in order to accomplish the aforementioned purposes.

For and in consideration of the agreements and covenants herein contained, and for and in consideration of ONE DOLLAR (\$1.00-----) and other good and valuable considerations the receipt of which is hereby acknowledged:

1. IT IS HEREBY MUTUALLY AGREED by the parties hereto that the MUNICIPALITY hereby sells, transfers and conveys to the COUNTY the following described equipment:

<u>KIND AND NUMBER OF UNITS</u>	<u>SERIAL NUMBER</u>	<u>OTHER DESCRIPTION</u>
HAMMERLUND	2136	Series 50-A

2. It is hereby further agreed: That for and in consideration of the covenants and agreements herein contained the COUNTY does hereby lease the above described equipment together with any other additions or substitutions to the MUNICIPALITY for a term of ONE YEAR; with the right to inspect the said equipment at any and all times expressly reserved to the COUNTY. The COUNTY, as holder of licenses granted by the Federal Communications Commission, which cover operations of the aforementioned leased equipment, shall have full jurisdiction and control over the operation of the equipment; the MUNICIPALITY shall furnish to the COUNTY during the month of JUNE in each year during the term thereof and more frequently if required by Federal Communications Commission regulations, a frequency measurement, made by a person, firm or corporation so licensed, and shall meet any and all regulations set forth by the Federal Communications Commission that are required to be met by the COUNTY.

3. It is further agreed: The MUNICIPALITY shall pay the COUNTY at the rate of \$ 120.00----- per year as charge for all communication services, for each radio described in paragraph 1 or as provided in paragraph 4, for a period of ONE YEAR from the date of this contract to the 30th day of June, 1966. Said sum shall be due and payable as of the date of this contract, and any renewal date thereof.

4. It is further understood and agreed by the parties hereto that if, during the term of this contract, the above-described equipment becomes unserviceable, the failure of the MUNICIPALITY to advise the COUNTY in writing of the date such equipment is unserviceable shall not relieve the MUNICIPALITY of its obligation to pay for communication services with respect to such unserviceable unit. Any unit substituted for a unit on which rent is being paid pursuant to this agreement shall be chargeable at the same rate as the unit specified herein which has been replaced. Should the MUNICIPALITY add additional units, without a written contract, for which the COUNTY performs services pursuant hereto, the MUNICIPALITY agrees to pay the COUNTY for each such additional unit, at the rate as determined in paragraph 3 of this Agreement. The MUNICIPALITY shall within thirty (30) days after the event, notify the COUNTY in writing of any substitution, addition or deletion of equipment.

5. The COUNTY undertakes and agrees to relay messages to and from police cars and other agencies of the MUNICIPALITIES having and operating units of equipment covered herein according to standards of Police Radio Service as established from time to time by the St. Louis County Police Department. The MUNICIPALITY undertakes and agrees to repair and replace, at its own expense, the aforementioned leased equipment resulting from any damages or injuries, apart from ordinary wear and tear, and to modify such equipment as the COUNTY may require for efficient communications.

6. This Co-ordinated Communications Service Contract may be terminated by either party hereto upon written notice to the other, sixty (60) days prior to the expiration date.

7. THIS AGREEMENT shall take effect on the 1st day of July, 19 65 and shall expire on the 30th day of June, 19 66.

IN WITNESS WHEREOF, we have hereunto set our hands this First day of July, 19 65.

CITY OF BELLA VILLA
MUNICIPALITY

By _____
(Executive Officer)

ST. LOUIS COUNTY, MISSOURI

By _____
Supervisor

By _____
Superintendent of Police

ATTEST: _____
COUNTY CLERK

APPROVED AS TO LEGAL FORM AND EFFECT

COUNTY COUNSELOR

JAIL SERVICES

CITY OF HAYWARD AND COUNTY OF ALAMEDA, CALIFORNIA

THIS AGREEMENT, made and entered into this 14th of June 1960, by and between the CITY OF HAYWARD, a municipal corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called "City," and the COUNTY OF ALAMEDA, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called "County":

W I T N E S S E T H:

WHEREAS, each of the parties hereto now owns and maintains jail facilities; and

WHEREAS, pursuant to Section 4004.5 of the Penal Code of the State of California, City and County may enter into an agreement, through their respective legislative bodies, whereby City shall furnish jail facilities for County prisoners upon such terms as may be mutually agreed upon; and

WHEREAS, it is considered necessary and desirable and in the public interest that the County and the City exercise the rights and privileges afforded by said section.

NOW, THEREFORE, it is mutually agreed by and between the City and the County as follows:

1. The jail facilities owned and maintained by the City are hereby made available and furnished for holding prisoners held for examination, held for trial, or held subsequent to sentencing until transported to other facilities.

2. The reimbursement for costs of maintaining prisoners in the parties respective jail facilities shall be computed and paid as herein provided, to wit:

a. For each person sentenced and transported to the County owned and maintained jail facilities a rate of Three and 11/100 Dollars (\$3.11) per day, however said rate may be modified as provided in (c) of this paragraph, provided that any such payment shall be made solely for such persons as have only been charged with, and found guilty of, violations of city ordinances or city charter provisions.

b. For each person sentenced and transported to the city owned and maintained jail facility a rate of Three and 11/100 Dollars (\$3.11) per day, however said rate may be modified as provided in (c) of this paragraph, provided that no such payment shall be made for prisoners charged only with the violation of city ordinances or city charter provisions.

c. The parties further agree that the rate established in (a) above may be adjusted annually based on costs of operation of said County jail facility and set by resolution of the Board of Supervisors adopted before the first of May and effective on the first of July of each year, and that the rate for prisoners maintained by City, as provided in (b) above, shall increase or decrease automatically to equal the rate when set by County's Board of Supervisors by resolution.

3. It is mutually agreed by and between the parties hereto that the term "per day," as used in paragraph 2 of this agreement, shall mean the twenty-four (24) hour period from midnight to midnight, or any fraction thereof, that a prisoner is held in the

jail facilities; except that such term shall not include, nor shall charge be made for, any fractional period of time the prisoner is held upon the date of his discharge from the jail facilities.

4. In the event that prisoners charged with or found guilty only of violations of city ordinances or charter provisions are removed to the County Hospital for examination, medical services, or hospital care, City shall reimburse County at the rate per day fixed by the Board of Supervisors of County together with the additional cost of necessary guards and for the safe-keeping of such prisoners.

5. The amounts due under this agreement by the County to the City, and by the City to the County, shall be due and payable thirty (30) days from and after the receipt of itemized invoices by each party to this agreement for services rendered to it by the other.

6. This agreement shall be in force from and after the 1st day of July, 1960, and may be modified or terminated at any time by mutual consent of the parties. Either party may terminate by giving notice to the other party in writing of its intention so to do at least two (2) months prior to the end of the fiscal year in which it is so terminated.

APPROVED AS TO FORM
AND LEGALITY

City Attorney

CITY OF _____

By _____
City Manager

COUNTY OF ALAMEDA, a body politic and
corporate and a political subdivision
of the State of California

By _____
Chairman of the Board of Supervisors

WATER SUPPLY

CITY OF DETROIT AND OTHER CITIES, MICHIGAN

THIS AGREEMENT made this _____ day of _____ 196__ by and between the CITY OF DETROIT, a municipal corporation organized under the laws of the State of Michigan, by its Board of Water Commissioners, (sometimes hereinafter referred to as the "Board"), party of the first part, and the CITY OF _____, a municipal corporation organized under the laws of the State of Michigan, party of the second part.

WHEREAS, the City of _____ desires to finance, construct, operate and maintain its system of water mains, pumping stations, ground storage and auxiliary water works equipment and facilities, and all expansions thereof, required to supply the needs of its residents, and

WHEREAS, the City of _____ further desires to receive a supply of water from the water system of the City of Detroit;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City of Detroit agrees to sell and deliver water to the City of _____ subject to conditions stated hereinafter.
2. The City of _____ agrees to purchase water from the City of Detroit subject to conditions stated hereinafter.
3. The City of Detroit, to the best of its ability, shall provide and the City of _____ shall take water, at the designated points of connection of _____ facilities with the Detroit water system, in sufficient quantities to meet all reasonable requirements of _____ customers as hereinafter provided. The maximum rate at which the City of _____ may take water from the Detroit water system is fixed as that rate which, if maintained constantly through a period of 24 hours, would provide the total quantity of water necessary to supply the maximum day requirements of all of the customers regularly supplied with Detroit water through _____ facilities. The City of _____ shall provide and utilize sufficient controlled storage facilities so that the City of _____ shall be in a position to meet the demands of its customers without drawing upon the Detroit water system at any rate in excess of the above stated rate. Initially, the said maximum day requirements are hereby established as _____ million gallons, and the maximum rate at which the City of _____ may take water from the Detroit water system is hereby established as the rate of _____ million gallons per day.
4. The City of _____ shall maintain suitable records of the numbers and sizes of service connections, the number of persons supplied, and the daily and hourly rates of consumption of Detroit water through _____ facilities. These records shall be available to the Board at all reasonable times. Annually, on or about April first, if it shall appear that either the number of persons supplied by the City of _____ with Detroit water or the average per capita maximum day requirements of those persons, or both, are such as to change significantly the last determined maximum rate of draft of Detroit water by the City of _____, then the said maximum rate shall be redetermined on the basis of the latest available data. If after April first in any year the situation should be materially changed by reason of increased users or usage, or both, which could not have been foreseen or determined on April first, then such a redetermination shall be made at that time.

5. The distribution of Detroit water by the City of _____ shall be limited to the area within the limits of the City of _____, provided that the City of _____ may be permitted to supply water to such specific customers or areas beyond its limits as from time to time may be approved by the Board, on application by the City of _____.
6. Water shall be delivered by the Board to the City of _____ at the following locations:
- and at such other points as may, from time to time, be mutually agreed upon by the parties hereto.
7. All water furnished shall be measured by meters installed at the points of delivery. All meters shall be furnished and installed at the expense of the City of _____, under the supervision and inspection of the Board or its authorized agents. Said meters shall be of a size and make satisfactory to the Board, and subject to its inspection. The Board agrees to maintain said meters and to cause such repairs and/or adjustments as may from time to time be necessary, to be promptly made. Such repairs shall be made at no expense to the City of _____ unless it can be shown that the necessity for such repairs was brought about by an improper act or neglect on the part of the City of _____. The City of _____ agrees to accept the Board's estimates of quantities of water supplied during all periods in which the meters fail to measure correctly all water supplied the City of _____ provided there is reasonable basis for such estimates.
8. The City of _____ agrees to pay for all water supplied by the Board at such rates as the Board may establish from time to time, it being mutually understood that such rates shall always be reasonable in relation to the costs incurred by the City of Detroit for the supply of water. It is mutually understood and agreed that the rates shall include an annual minimum charge which shall be computed by applying the current rate to one-half of the estimated annual consumption of Detroit city water by the City of _____, which estimate is agreed to be as follows:

<u>Year</u>	<u>Estimated Water Consumption In Million Cubic Feet</u>	<u>Year</u>	<u>Estimated Water Consumption In Million Cubic Feet</u>
1960		1971	
1961		1972	
1962		1973	
1963		1974	
1964		1975	
1965		1976	
1966		1977	
1967		1978	
1968		1979	
1969		1980 and thereafter	
1970			

The Board shall give 90 days notice of any change in the rates and such notice shall be in writing and shall be delivered in person or by mail to the City Clerk of the City of _____. Bills for water service shall be rendered monthly and delivered to the City Clerk of the City of _____ and shall be payable on or before the due date shown thereon which shall be not less than 15 days from such delivery. There shall be a further charge of five per cent of the amount of the bill if not paid on or before the due date. All delinquent balances remaining unpaid for one year or more shall be subject to an additional charge of six per cent per annum until paid. Water service to the City of _____ may be discontinued if any bill is not paid within sixty days of due date. The City of _____ hereby waives any and all claims for damages resulting from such discontinuance of service.

9. The City of _____ agrees to conform to all City of Detroit standards and specifications, from time to time in effect, governing the installation of water pipes, taps, service connections, fittings, meters and appurtenances, and to all rules and regulations of the City of Detroit and/or Board pertaining to the control of or restriction to the use of water taken from the Detroit water system.
10. The City of _____ agrees that no extensions or additions of water mains or pipes shall be made and no pumping, regulating, storage or other facilities shall be installed in the City of _____ water system until clear and complete plans and specifications for such work shall have been submitted to and approved by the Board.
11. It is understood and agreed that the Board shall have the right to inspect all water pipes, taps, service connections, fittings, meters, and appurtenances, during installation, installed, or intended for use in the system, during the continuance of this contract, for the purpose of insuring a uniform standard of construction for all areas served by the Detroit Department of Water Supply, and to avoid any damage to the Detroit System as a whole, arising from inferior material or workmanship in the component parts; with the understanding, however, that such inspection shall not relieve the City of _____ from full responsibility for the conformance of finished work with Board standards and with approved plans and specifications. For the benefit of the City of _____ and the Board, the Board will continue to keep record maps of all systems supplied with water from the water system of the City of Detroit and for this purpose the City of _____ shall furnish the Board with exact copies of original survey records showing the locations of all new water mains and appurtenances as actually constructed in the systems of the City of _____. These records shall be based on accurate field measurements taken during the progress of construction before the work is backfilled or otherwise made inaccessible. These records shall be delivered to the Board as promptly as possible after each job contract or section has been completed but in no case shall the elapsed time therefor exceed thirty calendar days.
12. For the protection of the health of all consumers supplied with water from the water system of the City of Detroit, the City of _____ agrees to guard carefully against all forms of contamination, and that if at any time contamination should occur, the area or areas affected shall immediately be shut off and isolated and remain so until such conditions shall have been abated and the water declared again safe and fit for human consumption by the properly constituted Governmental health agencies having jurisdiction of the areas affected.
13. The Board expressly reserves the right to discontinue temporarily the supply of water to any of the pipes laid or to be laid by the City of _____ whenever it is necessary so to do to insure proper operation of the Detroit Metropolitan Area Water System. No claims for damages for such discontinuance shall be made by the City of _____ against either the City of Detroit or the Board of Water Commissioners.
14. It is understood and agreed that the City of _____ will not, under any circumstances, permit water from any other source or supply to be introduced into its water system, nor any part thereof, or to be mixed or mingled with water from the water system of the City of Detroit, without prior written approval of the Board.
15. The Board shall be permitted to use streets, highways, alleys, and/or easements in the City of _____ for the purpose of constructing, maintaining, and operating such water system facilities as are necessary to adequately supply the City of _____ and other areas. This consent is given in compliance with Article 8, Section 28, Michigan Constitution of 1908. The City of _____ agrees that in addition to the consent herein given that, at the request of the Board, it will execute such separate instruments granting rights-of-way in any of its streets, highways and alleys as may from time to time be reasonably required by said Board. In the event of such construction, the Board shall restore all existing structures and/or improvements lying in the right-of-way of construction, to as good a condition as before the construction took place; and shall save harmless the City of _____

from any and all liability, claims, suits, actions or causes of action for damages for injuries or otherwise by reason of the construction work herein above provided for. Any such facilities constructed, maintained and operated under this section shall remain in perpetuity the property of the City of Detroit and shall not be operated or maintained by any other than employees of the Board of its authorized representatives.

- 16. It is mutually understood and agreed that the City of _____ mains may be connected to the mains of other suburban communities for flow in either direction, to provide an adequate water supply from the Detroit System to the City of _____ and to other areas and units of government, and to provide for efficient operation of the entire water supply system. The Board agrees that no connection will be made that is not in accordance with accepted water system distribution practice.
- 17. No failure or delay in performance of the executed water service agreement by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension; provided that no cause or contingency shall relieve the City of _____ of its obligation to make payment for water delivered by the Board.
- 18. The Board shall supply and sell water from the system of the City of Detroit to the City of _____, and the City of _____ shall receive and purchase such water in accordance with the terms of this Agreement for an indefinite period of time but at least for a period of 35 years from date hereof. This Agreement may be terminated by either party after expiration of said 35-year period, upon one year's written notice served upon the other party by delivering the same to the Secretary of the Board or to the Clerk of the City of _____ as the case may be, or at any time upon mutual consent of both parties.
- 19. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.
- 20. This Agreement shall take effect upon its adoption and execution by the respective parties hereto, and its approval by the Common Council of the City of Detroit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

Witnesses: CITY OF DETROIT
By its Board of Water Commissioners

_____ By _____
President

_____ By _____
Secretary

Witnesses: CITY OF _____

_____ By _____
Mayor

_____ By _____
City Clerk

SEWAGE DISPOSAL

KING COUNTY WATER DISTRICT AND MUNICIPALITY OF METROPOLITAN SEATTLE

THIS AGREEMENT made as of this _____ day of _____, 1965, between KING COUNTY WATER DISTRICT NO. 108, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro",

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the residents of the District and the residents of Metro require the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the fresh and salt water resources of the area; and

WHEREAS, Metro is engaged in developing and operating a Metropolitan Sewage Disposal System and the District is engaged in developing a sewage collection system for the District; and

WHEREAS, the District desires to deliver sewage collected by the District to Metro for disposal; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the District it is necessary that a contract be now entered into establishing certain rights and duties of the parties incident thereto;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23

of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.

b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area, where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.

c) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

d) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System.

e) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.

f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. The District shall deliver to Metro all of the sewage and industrial waste collected by the District and Metro shall accept the sewage

and waste delivered for treatment and disposal as hereinafter provided subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or waste from any person, firm, corporation or governmental agency which is located within the boundaries of or is delivering its sewage into the local sewerage facilities of the District without the written consent of the District, provided, however, that in the event that any portion of the District shall be annexed to or incorporated within any city, such consent shall not be required as a condition for the acceptance of such sewage or wastes from such annexed or incorporated area.

Section 3. Construction of Metro Facilities. Except as the District has assumed certain obligations in Section 9 of this Agreement, Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto. Metro shall in its sole discretion determine the nature, location and time of construction of facilities of the Metropolitan Sewerage System.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the District shall be connected to the Metropolitan Sewerage System at such time as any of the permanent facilities of such Metropolitan Sewerage System shall be available to receive sewage collected by such local facilities. Such connection shall be accomplished at the expense of the District and in accordance with the rules and regulations of Metro at such point or points of connection as shall be determined by Metro. The District shall secure and pay for the right to use all Local Sewerage Facilities of another Participant

which may be required to deliver the District's sewage to the Metropolitan Sewerage System.

Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter. For so long as any part of the District shall remain outside of the

metropolitan area the District shall separately report the number of Residential Customers and Residential Customer equivalents located within the Metropolitan Area and the number thereof located outside the Metropolitan Area.

2. a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area. The number thus determined is hereinafter called the "basic reported number."

b) For the initial period until the District shall have submitted six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers or Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual

number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the basic reported number for the purpose of determining sewage disposal charges.

d) The basic reported number of Residential Customers and Residential Customer equivalents of the District shall be further adjusted by adding thereto twenty-five per cent (25%) of the number of Residential Customers or Residential Customer equivalents of the District located outside the present boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number." If any portion of the District shall be annexed to Metro after the date of this agreement the twenty-five per cent additive adjustment shall be eliminated as to the number of Residential Customers or Residential Customer equivalents located within such annexed area. The adjusted reported number of Residential Customers and Residential Customer equivalents of the District shall be the number of Residential Customers and Residential Customer equivalents reported by the District for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961, in excess of the minimum standard established by the general

rules and regulations of Metro.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operation of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement and provided that the customers of the

District located within the Metropolitan Area shall be separately classified from those located outside the Metropolitan Area for rate making purposes and the rates for sewer service to customers located within the Metropolitan Area shall fully reflect any lower Metro sewage disposal charge for sewage from customers within the Metropolitan Area.

Section 6. Responsibility of District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro and the District of the respective rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition Metro shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System and the District shall keep complete records showing the amount billed to each of its customers for sewer service and the basis used for such billing including sewage flow and water consumption for each customer where applicable. The records required by this paragraph shall be available for examination by either party at any reasonable time.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the

entire Metropolitan Area and such adjacent areas as may feasibly be served into the Metropolitan Sewerage System.

Section 9. Construction of Certain Metropolitan Sewerage Facilities By The District. The District agrees that it will construct such portions as it may determine of the Metropolitan Sewerage Facilities described as SLW 14 and SLW 15 in the Comprehensive Plan. The size and location of such facilities shall be determined by Metro. The engineering plans for such facilities shall be prepared by the District and approved by Metro. The contract for construction of such facilities shall be let by the District with the written approval of Metro. Inspection of construction shall be performed by Metro. The District will acquire all right of way as approved by Metro. Metro will pay all costs of its inspection. The District will advance all other construction, right of way and engineering costs. Upon completion of construction of such facilities and at such time as same are connected to and delivering sewage to Metro Manhole R 10-32 the District will convey said facilities to Metro, together with the right of way necessary therefor, free and clear of all liens or encumbrances and subject only to the obligation of Metro to reimburse the District as herein provided for actual construction costs, engineering costs not exceeding 7% of the contract cost of construction and one-half of right of way costs. In determining the amount reimbursable hereunder no interest, depreciation or legal costs shall be included. At such time as 100 Residential Customers or Residential Customer equivalents are connected directly or indirectly to the Metropolitan facilities described in this section, Metro shall reimburse the District \$25,000 of the amount of said reimbursable costs and for each additional 100 Residential Customers or equivalents so connected an additional \$25,000 shall be

reimbursed until the full amount of reimbursable costs shall have been repaid to the District. The Metropolitan facilities described in this section shall be maintained by the District until they are conveyed to Metro and shall be maintained by Metro thereafter. All risks of damage or loss shall be borne by the party having the maintenance obligation.

It is expressly understood that the District will be responsible for the delivery of its sewage to Metro Manhole R 10-32 and Metro shall not be obligated to construct any additional Metropolitan Sewerage Facilities within or serving the District but the determination to construct any of such facilities shall be in Metro's sole discretion. It is contemplated that the District will build local sewers or other temporary facilities to connect SLW 14 and SLW 15 to said Metro Manhole R 10-32. All such local sewers or temporary facilities will be maintained by the District at its expense and risk and shall be made available by the District to transport sewage collected by the District to said manhole until such time as Metro shall construct permanent Metropolitan Sewerage Facilities to replace same.

Section 10. Insurance and Liability for Damages. The District shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the sewerage facilities of the District and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the District as a result of the operation of the Local Sewerage Facilities of the District shall be the sole liability of the District.

Section 11. Assignment. The District shall not have the right to assign this Agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of Metro and neither party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the District should be dissolved or should no longer be authorized to operate sewer facilities, the local sewer facilities owned and operated by the District within the Metropolitan Area shall be assigned and transferred to Metro subject to any outstanding debts of the District which had been incurred for the specific purpose of constructing or acquiring such facilities and subject to the acceptance by Metro of the obligation to continue to provide sewer service to the residents served by such local facilities upon payment by such residents of sewage disposal charges determined as herein provided and the reasonable costs of local sewer service.

Section 12. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect for a period of fifty years.

Section 13. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

King County Water District No. 108
19047 S. E. 161st Street
Renton, Washington 98055

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 14. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, leases, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 15. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 16. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 17. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

KING COUNTY WATER DISTRICT NO. 108

By _____
Commissioner

Commissioner

Commissioner

ATTEST:

Secretary of the Board of Commissioners

MUNICIPALITY OF METROPOLITAN SEATTLE

By _____
C. Carey Donworth
Chairman of the Council

ATTEST:

Maralyn Sullivan
Clerk of the Council

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STREET SERVICES

COUNTY AND CITY (WASHINGTON)

THIS AGREEMENT, made and entered into this ____ day of _____ 19 __, by and between the COUNTY OF _____, hereinafter referred to as "County," and the CITY OF _____, hereinafter referred to as "City;"

WITNESSETH

WHEREAS, the City is desirous of contracting with the County for the performance of street construction, repair and maintenance functions within its boundaries by the County of _____; and

WHEREAS, the County of _____ is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Chapter 245, Laws of 1961;

NOW, THEREFORE, IT IS AGREED as follows:

Scope of Contract

1. The County agrees, by and through its County Engineer, to perform for the City any and all functions specified herein below relating to the construction, repair and maintenance of streets, subject to the general terms and conditions hereinafter set forth.

2. The County Engineer shall construct, repair and maintain the public streets within said City, and in connection therewith may exercise all the powers vested by law or by ordinance in the City Engineer or city department charged with street maintenance. The City Council of the City shall exercise the same authority with reference to said work on said streets as though such work were performed by its own department and personnel.

Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.

Performance of Street Services

3. For the purpose of performing the functions herein after specified, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, and supplies other than those required to be furnished by the City. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County Engineer shall have full authority, possession and necessary control of the work with full assistance when necessary from the police of the City or such other law enforcement agency as may be rendering police service therein.

For the purpose of facilitating the performance of said functions, it is hereby agreed that the City Council, upon request of the County Engineer or his duly authorized representative will order the temporary closing to traffic

of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.

Work to be Performed

4. For the purpose of performing service here under, the work is divided into two categories, that is (a) authorized ordinary maintenance, and (b) negotiated services.

Authorized ordinary maintenance and repair of streets within the City shall be at least to the standard of county road maintenance and repair, or such higher standard as may be designated by the City, and shall be performed without demand. By _____ of each year that the agreement is in effect, the City shall designate in writing the authorized ordinary maintenance services to be performed by the County and the standards of service desired for the year beginning _____.

Work other than authorized ordinary maintenance and repair shall be referred to as "negotiated services" and will be performed only by order of the Council of the City or such agent or representative thereof as may be designated by the Council of the City, and with the approval thereof by the County Commissioners or such agent or representative thereof as may be designated by the County Commissioners. Negotiated services shall include, but shall not be limited to, the following: the construction of new streets, bridges, or like facilities or structures, or the construction of new improvements therein or thereon; relocation of existing street facilities; major street reconstruction or alterations; construction of drainage facilities, including storm sewers, sidewalks and curbing, street lighting, and traffic control devices; general engineering and administrative services necessary for the planning, establishment, construction, and maintenance of the City streets, including engineering and clerical services necessary for the establishment of local improvement districts. Demands for services hereunder shall set forth in detail the facilities and/or services desired. The City Council shall furnish a map for the County on which the City shall designate arterial and access streets. The County Engineer or his appointee shall indicate on said map all street improvements that are made.

Basis of Payment

5. Unless otherwise herein after provided for in paragraph 16, the City shall pay to the County, both for authorized ordinary maintenance and repair, and for negotiated services, the entire cost to the County of performing such work, including salaries and wages of all employees engaged therein; all supervision over such employees while so employed; travel expenses, including mileage of employees; prorated departmental overhead, including the cost of clerical work, office supplies, depreciation on machinery and equipment; and all other costs and expenses incidental to the performance of each of such functions.

For the purpose of fixing the compensation to be paid by the City to the County for the services rendered, it is hereby agreed that there shall be included in each billing, to cover overhead costs, an amount equal to _____% of the total cost of labor to said County of performing all services rendered by the County Engineer to the City during the billing period. In computing the

cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operation furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.

Cost Records

6. The County Engineer shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed, including salaries, wages and other compensation for labor, supervision and planning, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery and equipment together with the costs, of an operator thereof and furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such functions or service. These records shall show a classification of costs as may be required by the state auditor and shall provide the breakdown necessary for the city's annual report of costs to the state auditor and the state Highway Department.

Method of Billing

7. The County Engineer shall render to the City at the close of each calendar month an itemized statement covering all services performed during said month and classified as required in paragraph six. The City shall pay the County therefor within 30 days after receipt of such statement.

Notwithstanding anything in this paragraph to the contrary, the County may bill the City for the entire cost of any negotiated service at the completion thereof, and such cost will be paid within a reasonable time thereafter.

Work by Contract

8. If pursuant to this contract, the County Engineer prepares plans for any project to be constructed by a private contractor, all proceedings in connection therewith, including the advertisement and solicitation of competitive bids and the awarding of contracts, shall be conducted in the same manner as provided for construction of County roads by counties, subject to the provisions of Section 2, Chapter 245, Laws of 1961. Inspections necessary to ascertain the compliance by the contractor with the plans, profiles, and specifications shall be made by the County and a report thereon submitted to the City. It shall be the City's responsibility to ultimately determine the adequacy of such performance and to finally accept the work as completed.

Compliance With Existing Laws

9. Any street work financed by said City from the 1961 one-half cent gas tax allocation shall be expended in accordance with the provisions of Chapter 7, Laws of 1961, Extraordinary Session.

All work performed under the provisions of this agreement shall be done in compliance with state statutes governing the establishment of city streets

and grades and uniform design standards, and shall comply with the provisions of Title 39, R. C. W., relating to public works and public contracts.

Annual Program Planning

10. During the life of this agreement said City Council, before _____ of each year, shall plan its street construction, improvement and maintenance program to be performed by the County during the ensuing fiscal year. These plans shall be made in writing and shall include, (a) a description of authorized ordinary maintenance services and (b) a list of negotiated services desired by the City.

Facilities to be Provided by the City

11. Whenever necessary for the County Engineer to maintain administrative headquarters in the City and such necessity is concurred in by the City Council, the City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities, and in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in the City for the County Engineer, such quarters may be used by the County Engineer in connection with the performance of his duty in territory outside of the City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

Duration of Contract

12. This contract shall have an effective date of _____, 19 ____, and unless sooner terminated, as provided for herein, this agreement shall run for a period ending _____, 19 ____, and at the option of the City Council of the City, with the consent of the Board of County Commissioners of the County, shall be renewable for successive periods of not to exceed five (5) years each.

In the event that the City wishes to renew this agreement for any succeeding five year period or less, the City Council, not later than December 31st next preceding the expiration of this agreement shall notify the County Commissioners of the County that it wishes to renew the same, whereupon the County Commissioners, not later than the last day of January, shall notify the City Council in writing of its willingness to accept such renewal for an additional five year period or such other term as it deems advisable; otherwise such agreement shall finally terminate at the end of such five year period.

Notwithstanding the provisions of this paragraph herein before set forth, either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than two calendar months prior to the date of such termination.

City Liabilities

13. The County, its officers and employees, shall not be deemed to assume any liability for negligence of the City or of any officer or employee thereof, nor for any defective or dangerous condition of the streets or property of the City except such conditions resulting from action by the County or failure of the County to act as required by state law or City ordinance, and the City shall hold the County and its officers and employees harmless from, and shall defend the County and the officers and employees thereof against any claim for damages resulting therefrom except those defective or dangerous conditions resulting from action by the County or failure of the County to act as required by state law or City ordinance. No provisions of this agreement shall be construed so as to relieve the City from any liability imposed by law upon its arising from any such defective or dangerous condition of its streets or property, and the City shall protect and save the County, its officers and employees, harmless from all claims, damages and costs, and assume the defense of all actions for any such damages or injuries alleged to have arisen out of the use of said City streets by third parties except those said conditions resulting from action by the County or failure of the County to act as required by state law or City ordinance.

County Responsibilities

14. The City shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment on the City's streets.

Availability of City Funds

15. During the life of this agreement, the City Council before _____ of each year, shall list on the appropriate form the sources and amounts of revenue which are budgeted for street purposes. No service shall be performed hereunder unless the City shall have or can show that it will have funds available to cover the costs thereof.

Special Provisions

16. (Herein may be outlined any provisions for work which the county may wish to do at less than cost and/or any other special provisions.)

IN WITNESS WHEREOF, the City of _____, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of _____, by order of its County Commissioners, has caused these presents to be subscribed by the said County Commissioners and the seal of said Commissioners to be affixed thereto and attested by the Clerk of said Commissioners, all on the day and year first above written.

ATTEST

CITY OF _____

By _____
Mayor

City Clerk

COUNTY OF _____

By _____

County Clerk

County Commissioners

Source: *State of Washington, Street Construction and Maintenance Through City-County Agreements, 1962.*

REFUSE DISPOSAL - INCINERATOR

CITY OF WHITE PLAINS AND TOWN OF GREENBURGH, NEW YORK

THIS AGREEMENT made the 27th day of July, 1962 by and between THE CITY OF WHITE PLAINS, a municipal corporation located in the county of Westchester and state of New York and the TOWN OF GREENBURGH, a municipal corporation located in the county of Westchester and state of New York.

W I T N E S S E T H:

WHEREAS, The City of White Plains is the owner of a municipal incinerator located in the City of White Plains, county of Westchester and state of New York; and

WHEREAS, the Town of Greenburgh and certain villages or districts located in said Town of Greenburgh are desirous of obtaining a permit to use said incinerator to burn garbage and burnable trash; and

WHEREAS, the commissioner of public works of The City of White Plains is authorized by an ordinance adopted by the common council of the City of White Plains on March 5, 1962 to grant such permission;

NOW, THEREFORE, the commissioner of public works does hereby grant to the Town of Greenburgh and certain villages or districts located in said Town of Greenburgh, permission to burn garbage and burnable trash in said municipal incinerator located in the City of White Plains upon the following terms and conditions, to wit:

1. The Town of Greenburgh, subject to prior written approval by The City of White Plains, is given permission to enter into separate contracts with villages or districts located in said Town of Greenburgh to use said incinerator.
2. The charge for use of said incinerator shall be at the rate of \$3.50 per net ton with a minimum charge of \$3,000 per month, except that such minimum charge shall be reduced by the sum of \$140 per weekday should there be a mechanical breakdown or an emergency as set forth in paragraph 9 of this agreement.
3. Bills will be made out to the Town of Greenburgh and shall include separate billing for each village or district using the incinerator. Bills will be rendered the first of each month and shall be paid not later than the thirtieth day of said month.
4. No dumping will be permitted at the incinerator except during the hours of 8:00 a.m. to 4:00 p.m. on Monday through Saturday, inclusive.
5. All state requirements as to weights on trucks must be adhered to.
6. All trucks shall be properly identified by name of municipality and by truck number.
7. All trucks shall be weighed upon entering the incinerator and drivers shall sign weight slips made in quadruplicate, one of which the driver will retain.

8. Large metal objects, rubber tires, or large rubber objects, over-stuffed furniture, inner spring mattresses, and related furniture items will not be accepted at the incinerator.

9. In the event of a mechanical breakdown at said incinerator, or said incinerator becomes inoperable because of an emergency beyond the control of The City of White Plains, the Town of Greenburgh and the villages or districts using said incinerator will be required to make other arrangements during such breakdown or for the duration of such emergency at no cost to The City of White Plains.

10. The Town of Greenburgh, its villages or districts using the incinerator will in no manner violate any federal, state, or municipal law, ordinance, rule, order, or regulation pertaining to the picking up, carrying and disposition of garbage and burnable trash.

11. The Town of Greenburgh and the villages or districts using the incinerator facilities, agree to assume all risk in the operation of the permit hereby granted and to be solely responsible and answerable for damages from all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless The City of White Plains and/or the commissioner of public works from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this permit and from any and all claims, suits, losses, damages or injuries to person or property of whatsoever kind or nature whether direct or indirect arising out of the operation of this permit or the carelessness, negligence, or improper conduct of the Town of Greenburgh, the villages or districts within such Town of Greenburgh using the incinerator facilities or any servant, agent or employee thereof, and shall reimburse The City of White Plains for all expenses, costs, or judgments arising therefrom.

12. It is understood and agreed that insofar as is practicable and in the absence of an emergency, all trucks of the Town of Greenburgh and villages and districts enroute to the incinerator shall use the Cross Westchester Expressway (route 287) and the secondary roads in The City of White Plains.

13. It is understood and agreed that this permit may be revoked and cancelled at any time by either party upon one year's written notice by ordinary mail.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by their duly authorized officers the day and year first above written.

THE CITY OF WHITE PLAINS

By _____
Commissioner of Public Works

TOWN OF GREENBURGH

By _____
Supervisor

HEALTH SERVICES

SEATTLE - KING COUNTY DEPARTMENT OF PUBLIC HEALTH AND CITY, WASHINGTON

THIS AGREEMENT, made this 14th day of January, 1964, by and between the governing bodies of the Seattle-King County Department of Public Health, hereinafter referred to as the Department, and The City of _____, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Department for the performance of health services within its boundaries, and

WHEREAS, the Department is agreeable to rendering such services on the terms and conditions hereinafter set forth, and

WHEREAS, such agreement is authorized and provided for under the terms of R.C.W. 70.08.090,

NOW THEREFORE, it is agreed that:

1. The City agrees to appoint the Director of Public Health of the Seattle-King County Department of Public Health as the Health Officer for the City of _____.

2. The Department agrees, through its Director of Public Health, to perform for the City, any and all services subject to the provisions of the Rules and Regulations of the State Board of Health, applicable King County resolutions and local City ordinances, and in accordance therewith, may exercise all the powers vested by State law, County resolutions and/or City ordinances.

3. For the purpose of performing the services hereinafter specified, the Department shall provide the necessary labor, equipment and supplies. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the management and control of health services within its boundaries.

4. For the purpose of performing services stated herein, the work is divided into three categories:

a) Health services required by State law, health services as required by the Rules and Regulations of the State Board of Health, and those additional programs conducted by the Department for the promotion and maintenance of health. This category shall also be known as the "per capita" category.

b) Health services required by ordinances of the City which are fully supported by service fees. This category shall also be known as the "service fee" category.

c) Emergent services not negotiated within the terms of this agreement and not covered in Sections 4a and 4b. This category shall also be known as the "unit cost" category.

5. a) Per Capita: Work performed by the Department on a "per capita" basis will be paid for at the rate of _____ for the year 1964.

b) Service Fee: Work performed by the Department on a "service fee" basis will be paid for at the rate or rates established by ordinance. These ordinances shall require a permit or license fee which may not be less than the equivalent permit or license charged for similar services in unincorporated areas and shall contain provisions comparable to similar codes or resolutions enforced by the City of Seattle and/or County of King. The Department will act as the City's agent for issuing permits and/or licenses and for collecting fees thereof in accordance with City ordinances unless otherwise specified.

c) Unit Cost: Work performed by the Department on a "unit cost" basis will be paid for in accordance with the "unit cost" itemized quarterly statement submitted to the City by the Department.

6. The specific services under Section 4b shall include the execution of ordinances by the City comparable to those presently being executed in Seattle and/or the unincorporated areas of King County, covering the following, to wit:

- | | |
|----------------------------------|-------------------|
| Plumbing Code | Mobile Home Parks |
| Sewage Disposal | Milk Code |
| Food Establishments | Septic Tanks |
| Food & Beverage Workers' Permits | |

7. The Department, its officers and employees, shall not be deemed to assume any liability for negligence of the City, or of any officer or employee thereof, nor for any sanitation or health condition within the City, except such conditions resulting from action by the Department or failure of the Department to act as required by State law or ordinance of the City. The City shall hold the Department and the officers and employees thereof harmless against any claim for damages resulting from carrying out this agreement and the enforcement of all State laws, rules and regulations of the State Board of Health, and ordinances of the City.

8. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to departmental personnel performing services contained herein to the City, or any liability other than that provided for in this agreement. The City shall not be liable for compensation or indemnity to any departmental employee for injury or sickness resulting from the performance of services to the City.

9. This agreement shall become effective January 1, 1964, and shall run for the period ending December 31, 1964, and at the option of the City Council of the City with the concurrence of the Department may be negotiated for renewal.

Attest:

City Clerk

THE CITY OF
By _____
Mayor

Pursuant to Ordinance _____

Attest:

THE CITY OF SEATTLE
By _____
Mayor

Pursuant to Ordinance 92637

BOARD OF COUNTY COMMISSIONERS
King County, Washington

Attest:
Robert A. Morris
Clerk of the Board
by _____
Ralph R. Stender, Deputy

Ed Munro, Chairman

Scott Wallace, Commissioner

PARKS AND RECREATION PROGRAM

CITY OF ALBUQUERQUE AND COUNTY OF BERNALILLO, NEW MEXICO

THIS AGREEMENT by and between the CITY OF ALBUQUERQUE, a municipal corporation, organized and existing under the laws of the State of New Mexico, herein called the City, and the COUNTY OF BERNALILLO, a political subdivision of the State of New Mexico, organized and existing pursuant to the laws of the State, herein called the County.

R E C I T A L S

1. The City Parks and Recreation Department has provided the City with a comprehensive parks and recreation program including a zoological park, swimming pools, neighborhood parks, area parks, golf courses, tennis courts and instruction, and community centers.

2. The City and County desire greater mutual cooperation. A community parks and recreation program can be more efficiently provided under direction of a single administrative unit.

3. This contract provides a structure whereby adequate parks and recreation areas and facilities can be offered throughout the County subject to final approval by the State Board of Finance, State of New Mexico, pursuant to the Joint Powers Agreements Act (Section 4-22-1, et. seq. N.M.S.A., 1953).

WITNESSETH:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO:

A. DUTIES -- Pursuant to the provisions of 14-17-15 of the Municipal Code of the State of New Mexico (being Chapter 300, Laws of 1965) the City agrees to perform by and through the City Parks and Recreation Director and other employees of the City all functions relating to the Administration, operation, maintenance, and development of parks and recreation areas and facilities throughout the community and the County agrees to utilize such services and to pay for the same as hereinafter provided.

B. DATE OF COMMENCEMENT -- The services provided herein shall begin June 1, 1966.

C. DESCRIPTION OF SERVICES -- The City agrees to provide the best possible parks and recreation services throughout the community, consistent with current revenue for the purpose. Until such time as the City and the County may agree otherwise, the West Side Community Center will be maintained as a recreation center, public library, and meeting place.

D. PERSONNEL AND EQUIPMENT -- The City agrees to employ the persons presently employed by the County Parks and Recreation Department at compensation at least equal to that now being paid. The County will transfer to the City equipment presently being used for maintenance and operations of parks and recreation areas and facilities.

E. FINANCING BY COUNTY -- To finance services to be rendered, all fees and revenues accruing to the County Treasurer during Fiscal Year 1967 for parks and recreation programs pursuant to County Ordinances and State Statutes shall be paid to the City Treasurer. The County shall allocate \$2,000 to the City as its share of the cost of such services for the month of June, 1966. Future allocation shall be made by agreement of the parties at annual intervals.

F. SUPERVISION -- This contract shall be administered by the City Manager and the County Manager.

G. TERMINATION -- In the event either party to this contract is not satisfied with this contractual arrangement, it may be amended by mutual consent between the parties hereto, or either party may, upon 90 days written notice to the other party, withdraw from participation in this contract.

WITNESS OUR HANDS AND SEALS this 8 day of February, 1966.

CITY OF ALBUQUERQUE, NEW MEXICO

(seal)

By _____
Chairman, City Commission
City of Albuquerque, New Mexico

ATTEST:

City Clerk

COUNTY OF BERNALILLO, NEW MEXICO

(seal)

By _____
Chairman, The Board of County
Commissioners of the County of
Bernalillo, New Mexico

ATTEST:

County Clerk

Approved as to legal form:

Approved as to legal form:

City Attorney

Assistant District Attorney

APPROVED

STATE BOARD OF FINANCE

By _____

Date Approved:

LIBRARY SERVICES

FERGUS FALLS AND ANOKA COUNTY, MINNESOTA

This agreement, made and entered into as of this 9th day of July, 1962, by and between the Fergus Falls Public Library (hereinafter called "Public Library"), and the Anoka County Library Board (hereinafter called "County Library").

WITNESSETH

WHEREAS, the County Library is already in operation and processing, classifying and cataloging books for general reference and circulation; and,

WHEREAS, the County Library method and manner of processing, classifying and cataloging books is of the type thought desirable and useful by the Public Library; and,

WHEREAS, a similar separate processing of books by the Public Library would be a costly and wasteful duplication of effort and time; and,

WHEREAS, the Public Library would still have and maintain free and complete selection of book suppliers and of books and other library materials for its collection;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. COUNTY LIBRARY WILL AGREE TO:

a. Process, in a manner agreed upon by the administrative officers named below, books for the Public Library.

b. Maintain adequate records of the number of books so processed, and other order records as required for efficient administration.

c. Maintain adequate personnel, equipment and supplies to do such work in an expedient, accurate and high quality manner.

d. Provide all materials necessary for processing these books, such as book cards, location cards, first quality plasti-kleer or other similar material jackets.

e. Pack and mail once a week all books that are fully processed.

f. Process such books by at least the minimum procedure of checking and approving invoices; identifying book stamp, lettering of number on spine of book, printing of book cards, pockets, and location cards; applying plasti-kleer or similar jacket; provide a work slip for each title and a set of catalog cards complete with class number and subject headings.

g. Fill out warrants once a month for each supplier from whom books have been received during that month. Each warrant will list all invoices from a supplier and will show the total amount to be paid by the Public Library. Attached to each warrant will be the listed invoices checked, shortages noted, and initialed.

h. Give ninety five (95) days notice in writing of any proposed change in the unit charge for this service following execution of this agreement.

1. Upon the execution of this contract, charge for the processing of each book at a unit rate of seventy seven and one-half cents (77-1/2) per volume.

2. PUBLIC LIBRARY WILL AGREE TO:

a. Pay the County Library quarterly, upon receipt of the County Library's invoice, the amount charged by the County Library for this service, such charge not to exceed the unit cost agreed upon multiplied by the number of books processed for the Public Library.

b. Notify the County Library upon execution of this agreement and at the beginning of each fiscal year thereafter the sum of money budgeted for books for the current fiscal year.

c. Provide book pockets for its books and be responsible for the transportation of books to the County Library for processing and payment of postage for the delivery of its books from the County Library to the Public Library upon completion of the processing.

d. Supply to the County Library at intervals mutually agreed upon, a copy of each order slip placed with suppliers for books to be processed by the County Library.

3. This agreement shall become effective upon execution and shall continue in effect until terminated. Either party hereto may terminate the agreement at anytime by giving one hundred and twenty (120) days notice in writing to the other party.

4. In the event of such termination, the County Library will give to the Public Library all books, records, equipment or supplies it may have belonging to or pertaining to the Public Library and the Public Library shall pay to the County Library any sum still owing it under the terms of this contract.

5. In all matters relating to the administration of this agreement, the Director of the Public Library shall represent and act for the Public Library Board and the Director of the County Library shall represent and act for the County Library Board.

IN WITNESS THEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

FERGUS FALLS PUBLIC LIBRARY BOARD

By _____, PRESIDENT

By _____, SECRETARY

ANOKA COUNTY LIBRARY BOARD

By _____, PRESIDENT

By _____, SECRETARY

ATTEST:

APPROVED:

City Clerk-Treasurer

Mayor, City of Fergus Falls, Minnesota

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TAX COLLECTION

CITY OF ITHACA AND CITY SCHOOL DISTRICT, NEW YORK

THIS AGREEMENT

MADE the 3rd day of June, 1965, by and between

CITY OF ITHACA, a municipal corporation of the State of New York, hereinafter referred to as "City", party of the first part, and

CITY SCHOOL DISTRICT, CITY OF ITHACA, A municipal corporation of the State of New York, hereinafter referred to as "School District", party of the second part.

WITNESSETH:

WHEREAS, the Board of Education of the School District desires to enter into a contract with the City for the performance by the City of certain services, to avoid duplication and unnecessary expense, particularly services in the collection of school taxes on behalf of the School District on a one-payment per year plan.

NOW, THEREFORE, the parties hereto agree as follows:

1. That for the services rendered and to be rendered by the City for the School District during the fiscal year July 1, 1965, through June 30, 1966, the School District shall pay to the City a lump sum of \$15,600.00, payable on or before December 31, 1965.

2. In consideration of such payment, the City agrees:

(1) to furnish to the School District the part time services of the Chamberlain, the Deputy Chamberlain and members of her staff, the City Clerk and members of his staff, the City Assessor and members of his staff; (2) to render school tax bills (on a once-a-year basis) and defray the necessary mailing costs of same; (3) to provide the use of equipment and facilities as needed to perform the said services; and (4) to supply the necessary envelopes, tax posters and notices, advertising, budget forms, tax rolls and other materials and supplies.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF ITHACA

ATTEST:

City Clerk

By _____
Mayor

CITY SCHOOL DISTRICT, CITY OF
ITHACA

By _____

CIVIL SERVICE FUNCTIONS

CITY OF ITHACA AND CITY SCHOOL DISTRICT, NEW YORK

THIS AGREEMENT

MADE the 3rd day of June, 1965, by and between

CITY OF ITHACA, a municipal corporation of the State of New York, hereinafter referred to as the "City", party of the first part, and

CITY SCHOOL DISTRICT, CITY OF ITHACA, a municipal corporation of the State of New York, hereinafter referred to as the "School District", party of the second part.

WITNESSETH:

WHEREAS, the Board of Education of the School District desires to enter into a contract with the City for the performance by the City of certain services, to avoid duplication and unnecessary expense, particularly services in connection with Civil Service matters on behalf of the School District, pursuant to Section 2303, subparagraph 16, of the New York Education Law; and

WHEREAS, the total number of classified Civil Service employees on the payrolls of the City and the City School District for the final payroll period in December, 1964, was 666; and

WHEREAS, the total number of classified Civil Service employees on the payrolls of the City School District for the final payroll period of December, 1964, was 353; and

WHEREAS, the actual annual expenditure for the Civil Service Commission of the City of Ithaca for the 1964 fiscal year of the City was \$4,870.00.

NOW, THEREFORE, the parties hereto agree, as follows:

1. That for the services rendered and to be rendered by the City for the School District during the school district fiscal year which is July 1, 1965 through June 30, 1966, the School District shall pay to the City a lump sum of \$2,581.00, payable on or before November 1, 1965.

2. In consideration of such payment, the City agrees:

(1) to furnish to the School District the part time services of the Civil Service Commission of the City of Ithaca and the members of its staff, and the City Clerk and the members of his staff; and (2) to handle the records and perform any other necessary Civil Service services relating to Board of Education employees in the classified service, including examinations and tests when required.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers as of the day and year first above written.

ATTEST:

CITY OF ITHACA By _____
Mayor

City Clerk

CITY SCHOOL DISTRICT,
CITY OF ITHACA By _____
Clerk

SUBDIVISION REGULATION SERVICES
COUNTY OF ALAMEDA AND CITY OF FREMONT, CALIFORNIA

THIS AGREEMENT, made and entered into this 3rd day of July, 1956, by and between the COUNTY OF ALAMEDA, hereinafter referred to as the "County," and the CITY OF FREMONT, CALIFORNIA, hereinafter referred to as the "City",

W I T N E S S E T H :

WHEREAS, The City is desirous of contracting with the County for the performance of the hereinafter described subdivision regulation functions within its boundaries by the County of Alameda through the County Surveyor thereof; and

WHEREAS, The County of Alameda is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, Such contracts are authorized and provided for by the provisions of Section 60 of the Charter of the County of Alameda and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code;

Now, Therefore, it is agreed as follows:

1. The County Surveyor shall perform all the duties assigned to the City Engineer under the Subdivision Map Act, including certification of final maps, as authorized by Section 11593 of the Business and Professions Code. This shall include, without limitation, the following functions:

(a) Checking final maps, and estimating fees and bonds for subdivision improvements submitted in connection therewith;

(b) Certification of final maps after all conditions of the Subdivision Map Act and City Ordinance have been complied with and all mathematical and engineering data are correct;

(c) Inspection of all subdivision work required under contract, including checking of materials and placing of survey monuments, and reporting results thereof to the City Council.

2. The County agrees to collect and to accept as full payment for such services the following fees to be paid in the manner prescribed therefor in Fremont City Ordinance No. 4 and any ordinances amendatory thereto:

(a) With respect to the inspection of the improvements to be installed by the subdivider and the testing of materials the County shall receive the actual costs of inspection of said improvements and the checking and testing of materials. Prior to checking said improvements the subdivider shall deposit with the County Treasurer a sum in the amount estimated by the County Surveyor as being sufficient to cover the cost of inspection and tests. If the amount so deposited exceeds the actual cost of inspection, the subdivider shall be reimbursed for the balance remaining. If the actual cost exceeds the deposited amount, the subdivider upon notification from the County Surveyor shall deposit in the County Treasury an amount estimated by the County Surveyor sufficient to cover the cost of inspection and tests.

(b) For checking the final map and the preparation of plans and specifications and contracts and bonds used in connection therewith the County shall receive the

sum of Twenty-Five and 00/100 Dollars (\$25.00) to be paid to the County Treasurer plus an additional amount computed on the basis of fifty cents (50¢) for each lot shown on the map. The amount of fifty cents (50¢) per lot is intended as an estimate of the cost of checking. If said amount so deposited exceeds the actual cost of checking, the subdivider shall be reimbursed for the balance remaining. If the actual cost exceeds the deposited amount of fifty cents (50¢) per lot, the County Surveyor shall withhold certification of the map until the subdivider shall deposit the excess amount.

(c) For checking a Record of Survey Map of any subdivision or a Record of Survey Map covering any division of land specified in the Subdivision Map Act as not being included in the definition of a subdivision, the County shall receive the fees, deposits and payments referred in paragraph 2(b) of this agreement.

3. All persons employed in the performance of such services for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or any status or right in relation to City.

The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City.

The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

This agreement shall be effective for one year beginning July 1, 1956, unless sooner terminated by mutual agreements of both parties hereto. Either party hereto shall have the right to terminate this agreement at any time by giving written notice to the other party of intention to do so, such notice to be given not less than sixty (60) days prior to the date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF ALAMEDA

Attest: JACK G. BLUE, County Clerk and ex officio Clerk of the Board of Supervisors

By /s/ Kent D. Pursel
Chairman, Board of Supervisors

By _____
Deputy

CITY OF FREMONT

By _____
Mayor

BUILDING INSPECTION SERVICES

COUNTY OF LOS ANGELES AND CITY, CALIFORNIA

THIS AGREEMENT, made and entered into this _____ day of _____, 196____, between the COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter sometimes referred to as "County", and the CITY OF _____, hereinafter sometimes referred to as the "City";

WITNESSETH:

WHEREAS, the City is desirous of procuring services from the County to enable performance within the City of functions performed by the Building and Safety Division of the Department of County Engineer in unincorporated territory; and

WHEREAS, the County through said Department is willing to perform such services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties hereto are authorized to so contract by virtue of the provisions of Section 56½ of the Charter of the County of Los Angeles and Sections 51301, et seq., of the Government Code;

NOW, THEREFORE, it is agreed as follows:

1. County agrees, through its Building and Safety Division of the Department of County Engineer, to perform within the City all functions performed by said Division in the unincorporated territory of the County which are applicable to the City. County through its Building and Safety Division may do additional work related to inspection of structures, when requested to do so in writing by City.

2. County agrees to enforce within the City all the provisions of the Building Code, Plumbing Code and Electrical Code of said City and to make all inspections and to issue all permits and orders required in such enforcement. Such enforcement shall include all of the duties prescribed in such ordinances including the determination of those matters placed within the jurisdiction of the Board of Appeals by such ordinances and the furnishing of the evidence necessary in any prosecution under ordinances. In performing such work the officers of the County assigned thereto shall have the powers and duties of Building Inspectors of the City.

3. City agrees to furnish and prepare all maps and ordinances required and to furnish or reimburse the County for necessary quarters, public counter, utilities and janitor service. It is agreed that the County may use the quarters furnished by the City in the administration of the functions of the County Building and Safety Division without a charge being made by the City so long as such additional use does not increase the cost to the City.

4. County agrees to furnish required furniture, equipment and forms necessary for operation. Any equipment or furniture provided by County shall remain the property of the County. The extent and manner of equipping and furnishing are to be determined by the County.

5. County agrees to make reasonable efforts to collect the fees called for in said City ordinances and to account therefor to the City quarterly. County agrees to pay City, within 60 days following each calendar quarter, all of the excess of receipts over County expenditures for services rendered and City agrees to pay County within said 60 days, any deficit between County expenditures for services and total fees collected.

"Expenditures" for services for the purposes of this agreement shall be the entire cost to said County of performing each such function, including direct costs and a prorate of indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead. County shall annually determine the hourly rate for services applicable to the next ensuing fiscal year and shall notify City of such rate in writing no later than June 1st of each year.

6. It is further agreed that no employee now employed by the City shall be taken over by the County and that there are no municipal pension rights of any employee of the City to be assumed by the County.

7. This contract shall become effective on _____ and shall continue in

full force and effect until June 30, _____. Unless terminated as provided in (8) hereof, this agreement shall be automatically renewed from year to year for successive one (1) year periods thereafter.

8. This contract may be terminated at the end of any term thereof by City or County giving a written notification of such intention to terminate to the other party before the expiration of the initial period or any succeeding one year period.

This contract may in the sole discretion of the County be sooner terminated at any time that City fails to enact and maintain in full force and effect a Building Code, a Plumbing Code, and an Electrical Code identical in all material respects with the corresponding codes now in force in the County or should City fail to adopt and maintain an ordinance establishing standards for tradesmen plying their trades within said City equal to the standards prescribed by ordinance for tradesmen within the County or in event City refuses to accept as evidence of qualification the County's certificate thereof.

Further, in the sole and exclusive discretion of the County, this contract may be terminated by County if City does not enact amendments to said codes or ordinances corresponding to amendments to paralleling County codes and ordinances adopted by the Board of Supervisors, said City to so adopt within 60 days after being requested to do so by the County. The Building and Safety Division, acting in behalf of the County, may use discretion with respect to recommending paralleling amendments and may waive the requirement of such an enactment by City should such Division deem it appropriate under the circumstances.

Should either party hereto be in default hereunder, the nondefaulting party shall give written notice of such default and should such be not corrected within 30 days after the mailing of notice thereof this contract may be terminated by the nondefaulting party by giving written notice thereof.

IN WITNESS WHEREOF, the said County has by order of its Board of Supervisors caused these presents to be subscribed by the Chairman of said Board, and the seal of said Board to be affixed and attested by the Clerk thereof, and the said City has caused these presents to be subscribed by its Mayor and the seal of said City to be affixed and attested by the Clerk thereof this _____ day of _____.

ATTEST: _____
City Clerk
CITY OF _____
By _____
Mayor

ATTEST: _____
Deputy
COUNTY OF LOS ANGELES
By _____
Chairman, Board of Supervisors
APPROVED AS TO FORM: _____
County Counsel
By _____
Deputy

Source: Urban Renewal Administration, Code Administration for Small Communities, Technical Guide No. 19, June 1965, pp. 25-26.

**MULTI-PURPOSE
CITY OF WHITE PLAINS AND BOARD OF EDUCATION, NEW YORK**

THIS AGREEMENT between THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester and State of New York, hereinafter referred to as the "City" and the BOARD OF EDUCATION of The City of White Plains, a body corporate, located in The City of White Plains, County of Westchester and State of New York, hereinafter referred to as the "Board".

W I T N E S S E T H:

WHEREAS, the Board desires to contract with the City for the use and services of certain agencies, employees and facilities of the City; and

WHEREAS, the City desires to contract with the Board for the use and services of certain agencies, employees and facilities of the Board; and

WHEREAS, the City and the Board are desirous of furnishing such use and services each to the other; and

WHEREAS, it is the desire of the City and the Board that the cost of such use and services to the taxpayers of the City and to the taxpayers of the Board be without financial profit to either the City or the Board and that such cost be at a minimum consistent with the efficient administration of the affairs of the City and the Board; and

WHEREAS, accurate and segregated cost figures are not available as of the effective date of this agreement for such use and services and the City and Board have agreed upon estimated sums for the cost of such use and services; and

WHEREAS, it is the intention of the City and the Board to keep records of their cost experience for such use and services during the term of this agreement, for use in the event such use and services are continued after the expiration of this agreement.

NOW, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, it is agreed as follows:

1. This agreement shall commence and shall be effective as of July 1, 1951 and shall terminate on June 30, 1952 unless sooner terminated by mutual written agreement between the City and the Board.

2. The assessor of The City of White Plains shall prepare, for the Board, a duplicate of the assessment roll of The City of White Plains in the same manner and at the same time as is now or may be provided by law for the preparation of assessment rolls for the levy of taxes for The City of White Plains. The assessor shall deliver said duplicate of said assessment roll to the Board within five days after the completion and certification or verification of such assessment roll. The compensation for preparing and delivering said duplicate of said assessment roll is included in the sum hereinafter specified. However, the Board agrees to furnish to the assessor, at the expense of the Board, the necessary printed forms, binders and like supplies to be used in the preparation of such duplicate of such assessment roll.

3. The City shall furnish to the Board the use of recreational facilities at Gedney Field and Recreation Park for baseball practice and games and for tennis practice and games. Such use shall be subject to such reasonable rules and regulations as may be

established by the Recreation Department of The City of White Plains. The Board shall be responsible for payment for the services of all personnel employed in connection with its use of such facilities, as in the past.

4. The City shall furnish to the Board the use of City election equipment for the school board elections and for the General Organization elections, it being the intention that such use and facilities shall be substantially the same as provided in the past, except as to possible increased use of voting machines.

The Board shall furnish and provide, at its own expense, transportation of such voting machines and shall take all necessary precautions to protect and safeguard said voting machines as may be reasonably required by the city clerk. The Board shall also furnish, at its own expense, the necessary custodians of such voting machines. The Board shall also procure public liability and property damage insurance to protect the City from claims for bodily injury in the limits of \$200,000 for one person and \$300,000 for more than one person (one accident) and \$15,000 for property damage, and insurance to protect the City for damage to such voting machines in the amount of \$1,000 for each machine. The evidence of such insurance must meet the approval of the corporation counsel of the City as to form, correctness and adequacy.

5. The Board shall furnish to the City for the use of the Recreation Department of The City of White Plains certain school buildings, playgrounds and facilities, it being the intention that such use and facilities shall be substantially the same as provided in the past. The City shall be responsible for the payment of services of all personnel employed by the said Recreation Department in connection with its use of such school property and shall perform such services in cleaning and caring of such portions of the buildings used and for the cutting of grass and care of such portions of the grounds used, as in the past.

6. The Board shall furnish to the City as polling places for voting at elections and as places for registration and similar election use, school buildings and facilities, it being the intention that such use and facilities shall be substantially the same as provided in the past. The City shall be responsible for payment for the services of all personnel employed in connection with its use of such school properties, as in the past.

7. The Board shall furnish to the City for use by the Civil Service Commission of The City of White Plains, school buildings and facilities for the purpose of conducting civil service examinations, it being the intention that such use and facilities shall be responsible for payment for the service of all personnel employed by the Civil Service Commission in connection with its use of such school properties, as in the past.

8. The Board shall furnish to the City the use of school buildings and facilities for budget hearings and other meetings, it being the intention that such use and facilities shall be substantially the same as provided in the past.

9. The Board shall furnish to the City, school buildings and facilities for use by the civil defense agency of The City of White Plains for meeting purposes and adult education and similar training purposes, it being the intention that such use and facilities shall be substantially the same as provided in the past. The City shall be responsible for payment for the services of all personnel employed by such civil defense agency in connection with its use of such school properties, except for adult education or similar training purposes.

10. (a) The Board having now duly appointed the commissioner of The City of White Plains as its school district treasurer, with the consent in writing of the common council of The City of White Plains, the City shall make available to said commissioner of finance the facilities and equipment of the department of finance and services of the employees of such department for use by said commissioner of finance in connection with performing his duties as such school district treasurer.

(b) The City shall, through its commissioner of finance, collect for the Board, the school district taxes as assessed by the Board, upon receipt by the commissioner of finance of the Board's warrant for collection of the school district taxes, as set forth on the Board's tax list. Such collection of taxes by said commissioner of finance shall include the preparation of tax bills, the mailing of tax bills to the taxpayers and the collecting of the taxes represented by such tax bills. Said commissioner of finance shall turn over to the city school district treasurer all moneys collected by him, on the business day next following the day of their receipt.

(c) After the Board adopts its budget, completes its assessment rolls, and determines its tax rate, the City shall, through its commissioner of finance, prepare the tax list for the Board and submit the same to the Board.

(d) The Board shall furnish, at the Board's expense, to the commissioner of finance the necessary postage, forms and other supplies required by the commissioner of finance in the performance of the duties set forth in this paragraph.

11. The Board shall pay to The City of White Plains the sum of \$1,000 for the services performed by the assessor in connection with preparation of a duplicate of the 1951 assessment roll of The City of White Plains for the interim fiscal period commencing January 1, 1952 and ending June 30, 1952, and preparation of a duplicate of the 1952 assessment roll of The City of White Plains for the fiscal year commencing July 1, 1952 and ending June 30, 1953; the sum of \$3,500 for the services performed by the commissioner of finance in connection with the preparation of the tax list in 1951 for the taxes for first six months of 1952 and in connection with preparing the tax list during the first six months of 1952 for the taxes for the period of July 1, 1952 to June 30, 1953; the sum of \$6,000 for the services performed by the commissioner of finance in the collecting of the school district taxes for the period of January 1, 1952 to June 30, 1952; and the sum of \$500 for the use by the school district treasurer of the equipment and employees of the finance department of The City of White Plains for the period of July 1, 1951 to June 30, 1952, making the total sum of \$11,000 which shall be paid by the Board to the City quarter-annually as follows, to wit: the sum of \$2,750 on each of the following dates: October 1, 1951, January 1, 1952, April 1, 1952 and July 1, 1952.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that this agreement shall be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their corporate officers and the City has caused its proper corporate seal to be hereto affixed this 17th day of September, 1951.

THE CITY OF WHITE PLAINS

By _____
Mayor

THE BOARD OF EDUCATION OF THE
CITY OF WHITE PLAINS

By _____
President

Attest:

Secretary

B. JOINT AGREEMENTS

MUTUAL AID FOR SUPPLEMENTAL FIRE AND POLICE SERVICE (CALIFORNIA)

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the CITY OF _____, the CITY OF _____ and the CITY OF _____, all municipal corporations, organized and existing under and by virtue of the laws of the State of California;

WITNESSETH:

WHEREAS, the parties hereto are geographically located in proximity to each other in the County of _____; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties agree to render supplemental fire and police protection in the event of a fire, disturbance or other local emergency of a magnitude that has developed or appears to develop beyond the control of a single party and therefore requires the forces of one or all of the other parties hereto;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. In the event of any fire, disturbance or other local emergency which cannot be met with the facilities of one of the contracting parties, the other contracting governmental agency agrees, upon request, to furnish aid in coping with such disaster or local emergency to the agency requesting such aid upon either an actual or standby basis. The extent of aid to be furnished under this agreement shall be determined solely by the governmental agency or department thereof furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing agency.
2. Details as to methods of requesting mutual aid and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be subject to call, will be covered by correspondence between the governmental agencies and the departments thereof from time to time.
3. Personnel who are furnished will work as far as possible under their own supervisors, and equipment furnished will ordinarily be operated by personnel of the agency furnishing the equipment. General directions relative to the work will be given by the appropriate officers or persons of the agency receiving such aid.
4. No party to this agreement shall be required to pay any compensation to any other party to this agreement for services rendered hereunder, the mutual advantages and protections afforded by this agreement being considered adequate compensation to all of the parties.
5. This agreement is intended to cover day-to-day mutual aid only and shall be of no force and effect in cases in which a state of extreme emergency has been proclaimed and when the California Disaster and Civil Defense Master Mutual Aid Agreement becomes operative.
6. It is mutually understood and agreed that this agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate fire and police protection within their own areas, and each party hereto agrees that it shall use reasonable diligence

in keeping the fire-fighting equipment in its possession up to the minimum peace time standards and requirements established by the National Board of Fire Underwriters for cities of comparable size.

7. It is further mutually understood and agreed that the provisions of this agreement will be invoked only when, in the opinion of the fire or police chiefs of the party requesting aid, it is deemed necessary to request outside assistance because all of the normal facilities at their command have been exhausted and outside assistance is needed to control and suppress a fire, disturbance or other local emergency.
8. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party.
9. Any party to this agreement may withdraw at any time, upon thirty days' written notice to each of the other parties, and thereafter, such withdrawing party shall no longer be a party to this agreement; but this agreement shall continue to exist among the remaining parties.

IN WITNESS WHEREOF, this agreement has been executed the day and year first above written by the parties hereto through their respective mayors first thereonto duly authorized by their respective city councils.

Source: League of California Cities, Inter-Municipal Cooperation Through Contractual Agreements, July, 1963, pp. 41-42.

POLICE RADIO
CITIES OF GROSSE POINTE AND GROSSE POINTE FARMS AND VILLAGES
OF GROSSE POINTE PARK AND GROSSE POINTE SHORES, MICHIGAN

Grosse Pointe Inter-Municipal Police Radio Agreement
with appendixes as follows:

- "A" Description of Radio System
- "B" Method of Sharing Expense of Radio System
- "C" Radio Control Board
- "D" Settlement in Case of Withdrawal

AGREEMENT dated March _____, 1949, between the following Michigan Municipal corporations: City of Grosse Pointe, City of Grosse Pointe Farms, Village of Grosse Pointe Park and Village of Grosse Pointe Shores (hereinafter individually called City, Farms, Park and Shores, respectively, and collectively called the Municipalities).

WITNESSETH:

The Municipalities are contiguous and have a combined territorial area of approximately seven square miles; they constitute one homogeneous residential area with common police problems. Proper police protection within each Municipality requires a police radio.

At present City has its own radio which serves only City; the other Municipalities, who are on either side of City, are served by a radio operated by the Township of Grosse Pointe; the latter radio does not allow direct communication between police cars and police station.

The Municipalities are informed that the Federal Communications Commission will require all police radios to operate in the 150 megacycle band by 1950; consequently, much or all of the existing Radio System will be rendered obsolete and will have to be replaced by new equipment. The Municipalities have determined, after prolonged study, that the existing type of radio service should be changed in connection with this required change of equipment. In particular they have determined: (1) that due to the limited number of available channels no Municipality could obtain an exclusive channel and that some form of joint use of the same channel will be a necessity if intolerable confusion and interference is to be avoided; (2) that better police protection will follow if City and its neighboring Municipalities on either side are using the same radio; (3) that a police radio should be so set up so as to allow direct communication between police cars and police station; and, (4) that in addition to above service advantages, the costs will be greatly reduced if the Municipalities establish and use one police radio system.

Accordingly, and in order to establish such a radio system and operate the same,

IT IS AGREED BY AND BETWEEN THE MUNICIPALITIES AS FOLLOWS:

1. The Municipalities appoint Farms (herein called Managing Municipality) to set up and maintain a radio system in accordance with this Agreement. The other Municipalities (herein called Cooperating Municipalities) each agree to give the Managing Municipality all reasonable assistance, if and when called upon, in furthering and accomplishing the purposes of this Agreement.

2. The Managing Municipality will use its best efforts to:

- (a) Obtain a license from the Federal Communications Commission to operate a police radio system suitable for use by all the Municipalities,
- (b) Procure the equipment required by such system,
- (c) Place such a system in operation and thereafter maintain and operate the same in accordance with the provisions of this Agreement and in conformity with applicable rules and regulations of the Federal Communications Commission and other regulatory agencies, all to the end that the Municipalities may have the use of one integrated radio system serving their combined areas. Such system and all the equipment relating thereto is hereinafter called the Radio System. Attached as Appendix "A" is a brief description of the Radio System contemplated and a list of its main component parts.

3. Upon the establishment of the Radio System, City shall discontinue using its existing radio, and Farms, Park and Shores shall discontinue using the existing radio operated by Grosse Pointe Township, and all the Municipalities shall use the Radio System and be members thereof.

4. All costs of installing the Radio System, of operating and maintaining the same, and of making needed additions and replacements thereto shall be shared between the Municipalities on an equitable basis. The terms and conditions upon which such costs are to be determined shared and paid are set forth in Appendix "B".

5. Title to all equipment pertaining to the Radio System shall be and remain in the Managing Municipality; but in the event that it becomes permissible, under rules and regulations of the Federal Communications Commission, for each Municipality to hold legal title to the mobile units and console allotted to it, Managing Municipality upon request will transfer title to such mobile units and consoles to the individual Municipalities using the same.

Except for mobile units and consoles allotted to individual Municipalities, Managing Municipality shall: have possession of all property of the Radio System, give such property the same degree of care and attention as it gives its other property, and insure the same against such hazards and in such amounts as it deems advisable in the exercise of good business judgment. Each Municipality shall be responsible for the safe preservation of mobile units and console in its possession.

6. Each Municipality shall have the right to determine the number of mobile units reasonably necessary for its own operations. All other questions relating to equipment, maintenance and physical set-up of the Radio System (including changes in type of equipment, additions and replacements and all questions of personnel and basic method of operation) shall be determined by the Managing Municipality; provided, however, that it shall determine such questions impartially and without discrimination in favor of or against any Municipality. If so requested by Managing Municipality, each Co-operating Municipality shall appoint from amongst its administrative officers a representative with whom Managing Municipality may consult and advise in relation to questions of judgment and discretion in the operation and maintenance of the Radio System; but nothing herein shall obligate Managing Municipality to do so consult with the Co-operating Municipalities or their representatives, or to follow their advice on any such questions if consulted.

7. The Police Departments of the Municipalities shall supervise and control the use of the Radio System. For the purpose of exercising such supervision and control, there shall be established a Radio Control Board, which shall prescribe all rules for the use of the Radio System. The personnel and the powers and duties of the Radio Control Board shall be as set forth in Appendix "C".

8. Any other contiguous governmental units desiring to use the facilities of the Radio System, may be permitted to do so, (either as a member with the same rights and

privileges as the other Municipalities or as a licensee) upon such terms and conditions as may be agreed upon by all the Municipalities.

9. A Municipality may, at its pleasure, withdraw from its membership in the Radio System and terminate its financial obligations under this Agreement. Such withdrawal at pleasure shall be initiated by a written withdrawal notice given by the withdrawing Municipality to all other Municipalities. In such notice the withdrawing Municipality may select, for the effective date of its withdrawal, either the date the notice is given or any date within three months thereafter; and if no effective date is so selected the withdrawal shall be deemed to take effect three months after notice is given.

A Co-operating Municipality may, in certain cases specified in Appendix "B", be required to withdraw from the Radio System on account of its failure to concur in increased initial cost estimates or increased General System Expense; in such cases the effective date of withdrawal shall be deemed to take effect three months after notice is given.

If any Co-operating Municipality defaults in the performance of its obligations under this Agreement, Managing Municipality may give a default notice to the defaulter; if Managing Municipality defaults in the performance of its obligations under this Agreement, any Co-operating Municipality not then in default may give such default notice. If the Municipality in default does not cure the default within ten days after the receipt of such notice, it shall be deemed to have withdrawn from the Radio System effective at the end of such ten day period.

The withdrawing Municipality, by virtue of its withdrawal and beginning with the effective date of withdrawal, shall have no further right to send or receive messages over the Radio System and have no obligation to share in the expense thereafter incurred in connection with the continuance of the Radio System. In order to compensate the withdrawing Municipality for its beneficial interest in the Radio System, an equitable settlement shall be made in the manner provided for in Appendix "D". If Managing Municipality is the one who withdraws, Managing Municipality shall nevertheless continue its operation of the Radio System, as provided for in Appendix "D", for a reasonable time to allow the others to determine whether the Radio System should be discontinued or should be taken over by the other Municipalities.

10. The appendixes, "A", "B", "C", "D", attached hereto, are part of this Agreement and the Municipalities agree to the provisions thereof.

CITY OF GROSSE POINTE

By _____

and CITY OF GROSSE POINTE FARMS

By _____

and VILLAGE OF GROSSE POINTE PARK

By _____

and VILLAGE OF GROSSE POINTE SHORES

By _____

APPENDIX "A"

Description of Radio System

The Radio System will operate in the 150 megacycle band. It will consist of a fixed transmitter, mobile units in the police cars of the Municipalities, and consoles in the police stations of the Municipalities.

The mobile units will broadcast to, and receive directly from, the Radio System.

The consoles will receive directly from the Radio System and will broadcast to the Radio System via the fixed transmitter to which each console will be connected by leased wires and switching equipment. Such switching equipment will include for each console: (1) A Routine Message Switch, which will connect the console to the fixed transmitter if no other console is broadcasting, and, (2) an Emergency Message Switch, which will connect the console to the fixed transmitter provided no other console is broadcasting an emergency message.

Initially, the main component parts of the Radio System will be as follows:

- 1 FSTRU 50 BR Main Station (30 Watt)
- 5 P 8484B Remote Control Consoles
- 20 FMTRU 30 D C1 Mobile 2 Way 2 Frequency
- 1 Special Grosse Pointe Control

together with signal generator, frequency metering equipment, condenser checker, antennas, wiring, spare parts, leased lines, etc. It is understood that the console of Managing Municipality will differ from the other consoles by the inclusion of additional equipment relating to the system as a whole; neither such additional equipment nor its cost is to be considered as part of the console of Managing Municipality.

Initially there will be eighteen mobile units allotted among the Municipalities as follows: City - 4; Farms - 5; Park - 5; Shores - 4; and the other two will be reserved for spares. From time to time each Municipality may increase or decrease the number of mobile units to be allotted to it, all according to such Municipality's judgment of its needs. In such case, Managing Municipality will acquire additional mobile units or dispose of the surplus ones, as the case may be.

In obtaining equipment for the Radio System, Managing Municipality intends to make a survey of radios now operated by the Township of Grosse Pointe and the City of Grosse Pointe and to determine whether in that connection there is any equipment owned or contracted for which would be suitable for the Radio System; if such be the case, Managing Municipality will attempt to acquire the same on terms satisfactory to it and to the Township or City, as the case may be.

APPENDIX "B"

Method for Sharing Expense of Radio System

1. GENERAL PRINCIPLES

Expense of Radio System will be shared by the Municipalities according to the following General Principles:

(a) Direct Expense (for Mobile Units and Consoles)

Each Municipality will pay all expenses incurred in connection with the acquisition, installation, replacement or removal of the mobile units and console operated by it, or in connection with the non-routine maintenance or repair of such mobile units and console. Managing Municipality will bill the Co-operating Municipalities quarterly or at more frequent intervals for expenses under this paragraph. If the amount payable hereunder is substantial (as in the case of the purchase of a new mobile unit), payment in advance may be required.

The term "non-routine maintenance or repair", as used above, means maintenance or repair required on account of, or in connection with: (i) loss or damage due to fire, theft, accident, or other like causes external to the equipment; or (ii) loss or damage due to negligent or unauthorized use of the equipment. The term does not include routine inspections, nor ordinary minor repair and maintenance of a character normally required during the expected useful life of the equipment, assuming the equipment is properly cared for, nor trivial items of repair or maintenance, whatever the cause. Managing Municipality shall have power to construe the term in any particular case and its decision shall be final.

In case of the sale or other disposition of any mobile unit or console (including the transfer of the use thereof from one Municipality to another), the Municipality formerly operating the same will be treated as the beneficial owner thereof and entitled to the net receipts from such disposition.

(b) General System Expense

General System Expense means and includes all expense of the Radio System other than Direct Expense described in (a) above; it is that part of the expense of the Radio System which is to be shared by the Municipalities on the basis of assessed value of real property.

The following are examples of General System Expenses: (i) The cost of acquiring and installing the fixed transmitter and related equipment and making additions thereto; (ii) all costs of repairing, replacing, maintaining and insuring any part of the Radio System (other than the mobile units and consoles) including: rental for leased wires, cost of test equipment and spare parts, salary for technicians and maintenance men (and, if required, salaries for central station operators and monitors), fees for professional consultants, fees and expenses in connection with the acquisition and maintenance of licenses under governmental authorities, etc.; (iii) cost of routine maintenance and routine repair of mobile units and consoles; (iv) a reasonable allowance to any Co-operating Municipality for special services furnished in connection with the establishment of the Radio System or special services or facilities (such as rental for space, fee for monitoring, etc.) furnished in connection with its subsequent operation, but only if the same is approved by or furnished at the request of Managing Municipality; (v) a reasonable allowance to Managing Municipality for the additional and otherwise uncompensated expenses incurred by it on account of acting as the Managing Municipality under this Agreement; (vi) the initial establishment of a \$2,000 revolving fund.

The foregoing list is not to be considered as all inclusive.

The revolving fund of \$2,000 mentioned in clause (vi) above will be established and maintained in order that Managing Municipality may be in funds for the current payment

of General System Expense as it accrues. Such revolving fund will be under the control of Managing Municipality. Recoveries from the sale or other disposition of property originally charged to the General System Expenses shall be credited to such revolving fund.

Except in connection with the initial establishment of the Radio System, Managing Municipality will not in any one quarter expend or become liable for more than \$2,000 on account of General System Expense without first informing the Municipalities and obtaining the written concurrence of at least four of the Municipalities. If one of the Municipalities shall not concur, the others concurring, the non-concurring Municipality shall promptly withdraw from the Radio System. In such case the effective date of withdrawal shall be three months after the other Municipalities concurred in the increase in General System Expense, or such earlier date as the non-concurring Municipality may select. Pending such effective date of withdrawal Managing Municipality shall not expend money or incur liabilities for General System Expense at a rate in excess of \$2,000 per quarter; but if Managing Municipality is of the opinion that such limitation jeopardizes the successful operation of the Radio System it may, on notice, advance the effective date of withdrawal accordingly.

At the end of each quarter, Managing Municipality will determine the amount necessary to be paid in order to restore the revolving fund to \$2,000; such amount shall be deemed to be the General System expense for the quarter.

General System Expense for each quarter shall be pro-rated among the Municipalities, each in proportion to the assessed value of real property within its jurisdiction. In making such apportionment, the assessed values of real property according to the most recent rolls of each Municipality will be used, provided, however, that if in the opinion of Managing Municipality such assessed values are not all arrived at on a comparable basis (on account of varying assessment policies of the Municipalities), Managing Municipality shall apply thereto an equalizing factor in the same manner as assessment rolls of political subdivisions are equalized for school and county purposes, and the apportionment shall be made on the basis of said equalized assessed values.

As soon as the General System Expense for a quarter is determined and pro-rated, Managing Municipality will furnish each Municipality a statement showing in brief form the General System Expense for the quarter, the basis for the apportionment thereof, and the amount payable by each Municipality. Promptly after the receipt of such statement, each Municipality will pay its share of General System Expense, so determined, to Managing Municipality.

(c) Books and Records

The Managing Municipality will keep appropriate books and records for the determination of expenses and sharing thereof in accordance with the foregoing. Such books and records will be available for inspection by any Municipality.

2. STARTING FUND

The initial cost of the Radio System is estimated at not to exceed \$24,000 (which includes the revolving fund of \$2,000).

In order to place the Managing Municipality in funds for the payment of such initial cost, the Municipalities will pay Managing Municipality sums as follows: (based on the estimated initial Direct Expense and General System Expense to be paid by each).

Municipality	No. of Mobile Units	For Estimated Cost of Mobile Units and One Console	For Estimated General System Installation Cost and Revolving Fund	Total Estimate (see note)
City	4	\$ 3,000	\$ 2,000	\$ 5,000
Farms	5	\$ 3,700	\$ 3,550	\$ 7,250
Park	5	\$ 3,700	\$ 4,150	\$ 7,850
Shores	4	\$ 3,000	\$ 900	\$ 3,900
		\$13,400	\$10,600	\$24,000

The foregoing payments will be made by the Municipalities in one lump sum or in installments, as called for by Managing Municipality. In order to provide for the contingency that the total initial costs have been slightly under-estimated, Managing Municipality shall have the right in its discretion to increase the estimates for initial costs by not more than \$3,000 (making a Total Estimate of not more than \$27,000); in such case Managing Municipality will so inform the other Municipalities and the payments to be made by each will be increased accordingly. If at any time it appears to Managing Municipality that the initial costs will exceed \$27,000, Managing Municipality, before proceeding further with the establishment of the Radio System, will so inform the other Municipalities; thereupon each Municipality will promptly either concur in the increased estimate or withdraw from the Radio System, effective immediately.

After the Radio System is installed and is in operation, Managing Municipality will make an accounting of the actual initial Direct Expense of Mobile Units and Consoles under (a) of Section 1, and the actual initial General System Expense under (b) of Section 1, (including the revolving fund of \$2,000) and will charge or refund to the Municipalities any deficit or excess funds paid by them under this section.

3. DETERMINATIONS BY MANAGING MUNICIPALITY CONCLUSIVE

Determinations on all questions relating to the sharing and pro-rating of expenses of the Radio System shall be made by Managing Municipality; its decision in the premises, when made in good faith, shall be conclusive and final and binding on all Municipalities.

Note on Apportionment of Starting Fund:

The table giving the apportionment of the Starting Fund has been based on approximations. In particular the following assessed values have been used:

City	\$15,780,000	18.7
Farms	\$28,390,000	33.6
Park	\$32,950,000	39.2
Shores	<u>\$ 7,170,000</u>	<u>8.5</u>
	\$84,290,000	100.0%

It is understood that the final settlement for the Starting Fund will be based on the most recent rolls then available, with equalization, if appropriate. This may introduce minor variations from the above.

APPENDIX "C"

Radio Control Board

1. Membership:

The Chiefs of Police of each of the Municipalities shall be the members of the Radio Control Board and represent their respective municipalities on said Board.

2. Chairman:

The Mayor (or President) of one of the Municipalities shall serve as Chairman of such Board and shall represent the interests of the Municipalities, as a group. He shall be without power to vote except in case of a tie. The first such Chairman shall be the President of the Shores; he shall serve until April 1, 1950; thereafter, the Mayor (or President) of the other Municipalities shall serve as Chairman for one year in rotation in the following order: City, Park, Farms, Shores, etc.

3. Deputies:

The Chairman and each member shall have power to appoint a deputy to act in his place and stead.

4. Meetings and Taking Action:

The Chairman, or any two members of the Board, shall have power to call a meeting on twenty-four hours written notice. Action of the Board shall be taken: by a majority vote at a meeting duly called with not more than one Municipality unrepresented; or at a meeting, however called, with the Chairman present and all Municipalities represented; or by unanimous written consent of all members of the Board approved by the Chairman. For the conduct of its business, the Board may adopt rules of procedure, appoint a secretary, keep minutes, and otherwise act in the manner of a parliamentary body.

5. Rules for Radio System:

It shall be the duty of the Board to establish all the rules for the use of the Radio System. Such rules shall be consistent with and, where appropriate, shall incorporate any applicable rules and regulations of the Federal Communications Commission or other supervisory authority having jurisdiction. Such rules shall cover: the procedure to be followed in sending messages; the form in which messages will be sent; what communication logs shall be kept; who shall keep them, and what shall be their minimum content; what constitutes a routine message and what constitutes an emergency message; whether unofficial or personal messages may be sent and, if so, under what conditions; reports of trouble with Radio System; and in general, all matters touching upon the procedures by which, and the purpose for which, the Radio System shall be used.

6. Enforcement of Rules:

The Board shall have power to establish and assess fines for failure to observe its rules. Such fines shall be payable to the Radio System revolving fund by the Municipality in control of the equipment involved in the non-observance of the rules.

Except for the assessment of fines aforesaid, the Board shall not have any disciplinary power for the enforcement of its rules. Each Municipality shall be charged with and assumes the responsibility of enforcing within its own jurisdiction the observance of the Board's rules; each Municipality undertakes to pay any fines assessed against it and to impose appropriate disciplinary measures against any of its own officers or agents violating any rules of the Board.

7. Management and Fiscal Control Reserved to Managing Municipality:

The Board's power shall be limited to controlling the use of the Radio System as furnished by Managing Municipality. All questions relating to the management of, and expenditure for, the Radio System (including, by way of illustration, the hiring and firing of maintenance, central station or technical personnel; maintenance, repair, replacements, physical improvements or additions; relations with Federal and State radio authorities; basic method of operation, etc.) shall be determined by Managing Municipality.

APPENDIX "D"

In case a Municipality withdraws from the Radio System settlement with it, and adjustments in the operation of the Radio System shall be made as follows:

1. Settlement for Mobile Units and Console.

The remaining Municipalities shall have the right to purchase the mobile units and console operated by the withdrawing Municipality upon payment of the appraised value thereof; if they do not, within one month after notice of withdrawal, elect to exercise such right, Managing Municipality will, at the end of such time or on the effective date of withdrawal (whichever is the latter), execute and deliver to the withdrawing Municipality a bill of sale confirming in withdrawing Municipality title to such mobile units and console.

2. Settlement for Balance of Radio System.

The withdrawing Municipality's interest in the balance of the Radio System will be settled by paying to the withdrawing Municipality its proportionate share of the appraised value of properties of the Radio System (excluding mobile units and consoles operated by any Municipality) and its proportionate share of the Revolving Fund less accrued liabilities, all determined as of the effective date of withdrawal.

The remaining Municipalities in lieu of accepting the appraisal of the properties the Radio System (other than mobile units and consoles) may elect to sell such properties; in such case the net proceeds of the sale shall be used in lieu of the appraisal.

The amount to be paid to the withdrawing Municipality for its interest in the balance of the Radio System shall be arrived at by pro-rating the values of the properties and revolving fund as determined above, to the Municipalities according to the assessed value of each, in the same manner as in the case of apportionment of General System Expense. The amount so apportioned to the withdrawing Municipality shall be paid out of the revolving fund, if adequate; otherwise, it shall be paid by the remaining Municipalities each in proportion to its assessed value.

3. Appraisals.

Appraisals hereunder shall be made by a disinterested appraiser satisfactory to the Municipalities. If they shall be unable to agree on an appraiser, the withdrawing Municipality shall appoint an appraiser, the other Municipalities shall appoint an appraiser and those two appraisers shall appoint a third appraiser; the appraisal of two such three appraisers shall be conclusive. Such appraisals shall be based on the resale value of the equipment less the cost of dismantling and removal.

4. Withdrawal of Managing Municipality.

In the case Managing Municipality is the one who withdraws, the following additional provisions for maintaining or discontinuing the Radio System shall be applicable:

(a) Notwithstanding the withdrawal of Managing Municipality and the termination of its right to use the Radio System and of its obligation to share in expense, Managing Municipality will not, in any event, discontinue operating the Radio System until after the 90 days written notice. Any operation by Managing Municipality beyond its withdrawal date shall be carried on under this Agreement but exclusively for the use and benefit of and at the expense of the Municipalities who have not withdrawn. During such 90 day period, the other Municipalities will determine whether they, or a majority of them, desire to take over and continue the Radio System under a new arrangement.

(b) If the other Municipalities, or a majority of them, desire to take over and continue the Radio System, they will, within said 90 day period, so inform Managing Municipality, naming one of their number as nominee to represent them. No Municipality not constituting part of such majority shall have any right in the Radio System beyond

such 90 day period; all the Municipalities constituting such majority shall exercise their rights in the Radio System exclusively through their nominee. In the case of such take-over and continuation, Managing Municipality will:

- (i) At the expense and for the use of all Municipalities represented by such nominee, continue operating the Radio System under the direction of the nominee for such reasonable time beyond such 90 day period as may be necessary to permit the take-over and continuation by the nominee to be effected without interruption of service.
- (ii) Execute such documents as may be necessary or appropriate to facilitate transfer or reissuance to such nominee of all licenses and other rights relating to the Radio System.
- (iii) Upon payment of the appraised value therefor, deliver to such nominee, a bill of sale to all parts of the Radio System, other than mobile units and consoles.
- (iv) Thereafter deliver to each Municipality a bill of sale to the mobile units and console operated by it, and proceed to wind up the affairs of the Radio System as operated under this Agreement.

(c) If the majority of the other Municipalities do not, within such 90 days period, so announce their intention to operate the Radio System, Managing Municipality at the end thereof (or sooner if all Municipalities shall agree) will discontinue operation, deliver to each Municipality title to the mobile units and console operated by it, and proceed to sell the balance of the Radio System and wind up its affairs.

(d) After the affairs of the Radio System, as operated under this Agreement, have been wound up, Managing Municipality will divide and distribute the net funds of the Radio System among the Municipalities, each in proportion to the assessed value of each, in the same manner as in the case of apportionment of General System Expense.

JOINT SEWAGE SYSTEM

BRISTOL, TENNESSEE AND BRISTOL, VIRGINIA

THIS AGREEMENT entered into this 2nd day of June, 1950, between the City of Bristol, Tennessee, a municipal corporation in Sullivan County, Tennessee, created and existing under the laws of the State of Tennessee (sometimes hereinafter referred to as "Bristol, Tennessee"), and the City of Bristol, Virginia, a municipal corporation in Washington County, Virginia, created and existing under the laws of the Commonwealth of Virginia (sometimes hereinafter referred to as "Bristol, Virginia").

W I T N E S S E T H :

WHEREAS Bristol, Tennessee, and Bristol, Virginia, for many years have possessed inadequate facilities for the disposal of sewage, and untreated sewage from both Cities has been discharged into open streams; and

WHEREAS the increase in the population of said Cities has greatly increased the pollution of said streams caused by the discharge of raw sewage therein and it is now necessary that prompt action be taken by said Cities to provide for the adequate treatment and disposal of such sewage, in order to protect the people in said Cities from possible epidemics and to protect the water supply of adjoining communities from pollution; and

WHEREAS the engineering firms of Wallace & Clouser, of Knoxville, Tennessee, and Wiedeman & Singleton, of Atlanta, Georgia, have been retained by said Cities and have made an examination of the sewage disposal problem thereof and have prepared plans and specifications for a joint disposal system, including intercepting sewers, pumping equipment, and a sewage disposal plant (sometimes hereinafter called the "Joint Sewer System"); and

WHEREAS the joint construction of said Joint Sewer System is feasible and advisable because of the topography of the territory involved and the definite saving in the cost of construction thereof as compared to the construction of separate disposal systems for each City; and

WHEREAS said Cities by virtue of their charters and the laws of the State of Tennessee and Commonwealth of Virginia are fully authorized to enter into an agreement covering the joint construction of said Joint Sewer System and the operation thereof;

NOW, THEREFORE, in consideration of the mutual promises herein contained, Bristol, Tennessee, and Bristol, Virginia, agree as follows:

Section 1. There is attached hereto and made a part hereof a map, plans and specifications showing the Joint Sewer System to be constructed and operated by said Cities, consisting of a joint Sewage Disposal Plant, two joint pumping stations, and joint intercepting sewers hereinafter referred to. It is contemplated and agreed that each of said Cities will sell its municipal bonds (hereinafter sometimes called "the bonds") on or about the same date in order that each City may pay one-half (1/2) of the cost of said Joint Sewer System, together with certain other extensions and improvements to the separate sewer systems of each of said Cities. When said bonds shall have been sold, no change shall be thereafter made in the general plan for the Joint Sewer System as shown by the attached map, plans and specifications while any of such bonds shall be outstanding, which change could unfavorably affect either the security of said bonds or the prompt payment of principal of and interest thereon.

Section 2. Promptly after the acquisition of title by Bristol, Tennessee, to the lands upon which the proposed joint Sewage Disposal Plant and two joint pumping stations will be situated, and of the easements upon which the joint intercepting sewers are to be laid in Tennessee, Bristol, Virginia, will pay to Bristol, Tennessee, in lawful money of the United States of America a sum equal to one-half (1/2) of the cost of such acquisition. Promptly after the acquisition of title by Bristol, Virginia, to the easements upon which the joint intercepting sewers are to be laid in Virginia, Bristol, Tennessee, will pay to Bristol, Virginia, in lawful money of the United States of America the sum equal to one-half (1/2) of the cost thereof.

The cost of construction of the Joint Sewer System as contemplated by the attached plans and specifications shall be shared equally by said Cities.

In consideration of the payments by the respective Cities as set out above, Bristol, Virginia, shall have a perpetual right of joint use of that part of said Joint Sewer System located in Tennessee, and Bristol, Tennessee, shall have a perpetual right of joint use of that part of said Joint Sewer System located in Virginia.

Section 3. That part of the Joint Sewer System consisting of intercepting sewers lying in Tennessee shall be maintained and operated by Bristol, Tennessee, and that part of said Joint Sewer System consisting of intercepting sewers lying in Virginia shall be maintained and operated by Bristol, Virginia. The cost of maintenance and operation of the Joint Sewer System shall be shared equally by both Cities.

Section 4. Bristol, Tennessee, shall have the supervision and control of the operation and maintenance of the Joint Sewage Disposal Plant and two joint pumping stations after the construction thereof shall have been substantially completed and shall appoint and employ a Superintendent of these joint facilities, together with such other employees as it shall deem necessary for the proper operation and maintenance thereof, together with the intercepting sewers lying in Bristol, Tennessee, and constituting a part of said Joint Sewer System. The salaries of such Superintendent and employees shall be fixed by Bristol, Tennessee, subject, however to approval by the governing body of Bristol, Virginia. The Superintendent and employees shall serve at the pleasure of Bristol, Tennessee, and may be removed by said City at any time.

Bristol, Tennessee, shall prepare a tentative budget covering the cost of operation and maintenance of the portion of the Joint Sewer System lying within the State of Tennessee for the next ensuing twelve months, beginning on June 1, and shall submit said budget on or before May 1 of each year to the governing body of each City for approval by each.

Bristol, Virginia, shall prepare a tentative budget covering the cost of operation and maintenance of the portion of the Joint Sewer System lying within the Commonwealth of Virginia for the next ensuing twelve months, beginning on June 1, and shall submit said budget on or before May 1 of each year to the governing body of each City for approval by each.

Each City's share of the operation and maintenance costs of the Joint Sewer System shall be a charge against its revenues from the Sewer System as shall be provided by the bond ordinances and resolutions of the respective Cities. This provision shall be specifically enforceable by either City or by any bondholder whose bonds are outstanding, upon application to any court of competent jurisdiction.

Section 5. In the event that either of said Cities shall be unable to carry out any of its duties hereunder because of disagreement between the governing bodies of said Cities and if such disagreement shall continue over a period of not less than forty-eight (48) hours, it shall be the duty of said Cities to submit such dispute to arbitration, and thereupon each of the governing bodies of said Cities shall select a disinterested representative who shall be either a qualified engineer or certified public accountant, and the two persons so selected shall choose a third person similarly qualified, and the three persons so selected shall constitute an arbitration board to make investigation and

reach an agreement which shall be binding upon said Cities. The cost of such procedure shall be shared equally by both Cities.

Section 6. The cost of operation of the Joint Sewer System shall be shared equally by each City from the date of completion thereof as heretofore provided. In the event that the increased use of the Joint Sewer System by one City as compared to the use thereof by the other City shall necessitate the extension, improvement or reconstruction of said Joint Sewer System, then the cost of such extension, improvement or reconstruction shall be apportioned between the two Cities on an equitable basis, to be determined by negotiation between the governing bodies of said Cities. The cost of operation of said Joint Sewer System shall, however, continue to be shared by each of said Cities. "Cost of operation" shall be construed without limitation, to include all amounts paid or payable on account of damages sustained by any person or persons incident to the operation and/or ownership of the Joint Sewer System.

Section 7. Prior to the delivery of the bonds, Bristol, Tennessee, shall acquire title to the lands upon which the Sewage Disposal Plant and pumping stations are to be constructed and shall acquire easements over all of the territory on which the intercepting sewers of the Joint Sewer System are to be situated in Tennessee, or shall have instituted condemnation proceedings to acquire the same, and shall make payment therefor in full or make satisfactory provisions to insure the payment therefor in full. And prior to said delivery of the bonds, Bristol, Virginia, shall acquire easements over all of the territory on which the intercepting sewers of the Joint Sewer System are to be situated in Virginia, or shall have instituted condemnation proceedings to acquire the same, and shall make payment therefor in full or make satisfactory provision to insure the payment therefor in full.

Section 8. Prior to the delivery of the bonds, but after receipt of bids for the construction of the Joint Sewer System, the engineers in charge of construction of the Joint Sewer System shall present to each of said Cities a written estimate of the total cost of construction of said Joint Sewer System (exclusive of the cost of lands and easements relative thereto), and simultaneously with the payment of the purchase price of said bonds there shall be deposited an equal amount by each City from the proceeds thereof, in escrow in their respective depositories -- Bristol, Tennessee, in the First National Bank in Bristol, Tennessee, and Bristol, Virginia, in the Dominion National Bank of Bristol, Virginia -- sufficient to meet the cost of construction of the Joint Sewer System. All of such funds on deposit with said Banks shall be secured by a specific pledge or pledges by said Banks of direct obligations of the United States Government or obligations which are fully guaranteed as to principal and interest by the United States Government having a market value exclusive of accrued interest of not less than the amount of cash on deposit in said escrow. Said funds so deposited in escrow shall be paid out by said Banks on vouchers of the respective Cities pursuant to construction estimates, prepared by a member of one of the engineering firms in charge of such work and approved by the governing bodies of each City. In the event that there shall remain funds in said escrow after the complete payment of the cost of construction of said Joint Sewer System, thereupon said First National Bank in Bristol, Tennessee, and Dominion National Bank of Bristol, Virginia, upon receipt of a letter or certificate from the engineers in charge of such project certifying that same has been completed and fully paid for, shall release from escrow the funds of the respective Cities, and said Cities shall use said funds for purposes provided in the proceedings authorizing the bonds.

Section 9. Said Cities agree to construct said Joint Sewer System promptly and diligently and complete the same substantially in accordance with the plans and specifications prepared therefor prior to the issuance of the bonds. It is understood and agreed that the bonds will be sold in reliance upon the provisions of this contract, and it is, therefore, agreed that so long as any of such bonds shall remain outstanding the provisions of this agreement shall not be subject to any alteration or change which would unfavorably affect either the security of the bonds or the prompt payment of principal thereof and interest thereon.

IN WITNESS WHEREOF, Bristol, Tennessee, pursuant to authority granted by its governing body, has caused this agreement to be executed on its behalf by its Mayor and attested

by its Recorder, and its corporate seal to be impressed hereon, and Bristol, Virginia, pursuant to authority granted by its governing body, has caused this agreement to be executed on its behalf by its Mayor and attested by its City Clerk, and its corporate seal to be impressed hereon, all as of the date first hereinabove written.

BRISTOL, TENNESSEE

BRISTOL, VIRGINIA

By _____
Mayor

By _____
Mayor

Attest:

Attest:

By _____
Recorder

By _____
City Clerk

SANITARY SEWER COMMISSIONS
CITIES AND VILLAGES (MINNESOTA)

The parties to this agreement are governmental units of the State of Minnesota which now have, or in the future may have, their sanitary sewers outletting through the sanitary sewer system of the City of Minneapolis, Minnesota. This agreement is made pursuant to Minnesota Statutes, Section 471.59.

I.

GENERAL PURPOSE

The general purpose of this agreement is to provide an organization which can carry on broad fact-finding investigations, negotiations, litigation, and other activities with the object of helping to arrange for sanitary sewage disposal facilities for its members on a timely, orderly, reasonable and economical basis.

II.

DEFINITION OF TERMS

For the purposes of this agreement, the terms defined in this section shall have the meanings given them.

Subdivision 1. "Commission" means the organization created pursuant to this agreement, the full name of which is the Suburban Sanitary Sewer Commission.

Subdivision 2. "Board" means the board of commissioners of the commission, consisting of one commissioner from each governmental unit which is a member of the commission.

Subdivision 3. "Council" means the governing body of a governmental unit which is a member of the commission.

Subdivision 4. "Governmental unit" means any city, village or town.

Subdivision 5. "Member" means a governmental unit which enters into this agreement.

III.

MEMBERSHIP

The membership of the commission shall consist of as many of the following governmental units as shall elect, through resolutions adopted by their respective governing bodies, to become members:

City of Bloomington
Village of Brooklyn Center
Village of Brooklyn Park
City of Columbia Heights
City of Crystal
Village of Edina
City of Fridley
Village of Golden Valley
Village of Hilltop

City of Hopkins
 Village of Lauderdale
 Village of Morningside
 Village of New Brighton
 Village of New Hope
 Village of Osseo
 Village of Richfield
 City of Robbinsdale
 Village of St. Anthony
 City of St. Louis Park

(The foregoing list is intended to include all communities which are presently outletting their sanitary sewers into the sewer system of the City of Minneapolis.) In addition to the above-mentioned governmental units, any other governmental unit except the City of Minneapolis which has, or is likely to have, sanitary sewers having outlet through the sanitary sewer system of the City of Minneapolis is eligible to become a member of the commission. Governmental units joining the commission after February 1, 1964, and after contribution by members have been made to finance the activities of the commission may be added only upon the favorable vote of two-thirds of the eligible votes of the then existing members, and subject to such terms and conditions as shall then be specified by the board.

No change in governmental boundaries, structure or organizational status shall affect the eligibility of any governmental unit listed above to be represented on the board, so long as such governmental unit continues to exist as a separate political subdivision.

IV.

GOVERNING BODY

Subdivision 1. The governing body of the commission shall be its board. Each member shall be entitled to one representative on the board, hereinafter called a "commissioner". Each commissioner shall be entitled to one vote for each 5,000 people, or fraction thereof, residing in the governmental unit by which he is appointed, according to the last preceding federal census.

Subdivision 2. A commissioner and an alternate commissioner shall be appointed by the governing body of each member for a term of one calendar year and until their successors are selected and qualified.

Subdivision 3. Commissioners and alternates shall serve without compensation from the commission, but this shall not prevent a governmental unit from providing compensation for its commissioner for serving on the board, if such compensation is authorized by such governmental unit and by law.

Subdivision 4. Commissioners having a majority of the eligible votes of members shall constitute a quorum.

Subdivision 5. A vacancy on the board shall be filled by the governing body of the member whose position on the board is vacant.

Subdivision 6. A commissioner shall not be eligible to vote on behalf of his governmental unit during the time that such governmental unit is default on any contribution payable to the commission to finance its activities under the provisions of this agreement. During the existence of such default, the vote or votes of such governmental unit shall not be counted as eligible votes for the purposes of this agreement. If a governmental unit remains in default for a period of more than one year on any financial contribution to the commission required under the terms of this agreement, the membership of such governmental unit automatically shall be terminated.

Subdivision 7. An alternate commissioner from a member may serve in lieu of a commissioner from such member, at any meeting of the board, if such commissioner is not present at the meeting. If a commissioner is also an officer of the commission, however, the alternate to such commissioner shall not be entitled to serve as such officer in the absence of the officer.

V.

MEETINGS - ELECTION OF OFFICERS

Subdivision 1. Any governmental unit eligible to become a member under the provisions of Article III. hereof and desiring to enter into this agreement may do so by the execution of a copy of this agreement by its proper officers, pursuant to authority conferred by the governing body of the governmental unit. Thereupon the clerk of the member shall file a duly executed copy of the agreement, together with a certified copy of said resolution, with the village clerk of the Village of New Hope, Minnesota. The resolution authorizing the execution of the agreement shall also designate the first commissioner and alternate commissioner for the member of the board. This agreement shall become effective when it has been authorized by ten governmental units and when executed copies of the agreement from such governmental units, together with certified copies of authorizing resolutions, have been duly filed as set out herein. Within thirty days after the effective date of this agreement, the mayor of the Village of New Hope shall call the first meeting of the board, which shall be held not later than fifteen days thereafter.

Subdivision 2. At the first meeting of the board, and in January of each year thereafter, the board shall elect from its commissioners a chairman, a vice-chairman, a secretary, a treasurer and an assistant treasurer. At the organizational meeting, or as soon thereafter as it may reasonably be done, the board shall adopt rules and regulations governing its procedures including the time, place and frequency of its regular meetings. Such rules and regulations may be amended from time to time, at either a regular or special meeting of the board, provided that a ten day prior notice of the proposed amendment has been furnished to each person to whom notice of board meetings is required to be sent. A majority vote of all eligible votes shall be sufficient to adopt any proposed amendment to such rules and regulations.

VI.

POWERS AND DUTIES OF THE BOARD

Subdivision 1. The powers and duties of the board shall include the powers set forth in this section.

Subdivision 2. It may conduct research and investigations of all kinds relative to securing timely and economical sanitary sewage disposal facilities for its members.

Subdivision 3. It may provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which it may have an interest and may employ counsel and other expert assistance for these purposes, subject to the limitations as to litigation provided in Article VI, Subdivision 12 of this agreement.

Subdivision 4. It may employ such other persons as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time, part-time or consulting basis, as the board determines.

Subdivision 5. It shall be entitled to obtain such information relating to sanitary sewers and sanitary sewage disposal costs and rates as any of its members is entitled to obtain.

Subdivision 6. It may contract for space and for material and supplies to carry on its activities, either with a member or elsewhere.

Subdivision 7. It shall make a financial accounting and report to its members at least once each year and all of its books, reports and records shall be available for and open to examination by its members at all reasonable times.

Subdivision 8. It shall not have authority to amend the contracts which any of its members may have with any other municipality, but it may act on behalf of such members in discussions, proceedings or negotiations involving revisions of such contracts. It may advise its members on matters regarding sewer contracts and sewage disposal facilities and rates.

Subdivision 9. It may investigate and advise its members with respect to legislation and proposed legislation affecting sewer contracts, rates and services, and may make appearances on behalf of its members regarding such matters.

Subdivision 10. It may act as a central point for the collection and dissemination of information involving sewage disposal facilities, rates, contracts and related matters.

Subdivision 11. It may carry on discussions and negotiations with nonmember municipalities and other political subdivisions, commissions, boards and agencies relative to sewer rates, contracts and service.

Subdivision 12. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its members and any other political subdivision, commission, board or agency relating to sewer rates, contracts or service. The use of commission funds for litigation shall be only upon a favorable vote of a three-fourths majority of the eligible votes of the then existing members of the commission.

Subdivision 13. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to villages.

Subdivision 14. It may collect monies, subject to the provisions of this agreement, from its members and from any other source approved by its board.

Subdivision 15. It may recommend changes in this agreement to the members.

Subdivision 16. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

Subdivision 17. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers necessary and incidental to the implementation of the powers set forth herein.

Subdivision 18. Each member reserves the right to conduct separate or concurrent studies on any matter under study by the commission.

VII.

FINANCIAL MATTERS

Subdivision 1. Commission funds may be expended by the board in accordance with the procedures established by law for the expenditure of funds by villages, except as otherwise provided herein. Orders, checks and drafts shall be signed by the chairman or vice-chairman and treasurer or assistant treasurer. Other legal instruments shall be executed in behalf of the commission by authority of its board by the chairman and secretary. During the absence or disability of the chairman, the vice-chairman shall serve

and perform as chairman. The chairman may designate any person to act as secretary pro tem during the absence or disability of the secretary. The assistant treasurer shall act as treasurer during the absence or disability of the treasurer.

Subdivision 2. The activities of the commission shall be financed by payments from members. The board shall establish the amount of required payments of members for each calendar year. The total amount of required payments of members, established by the board, for any calendar year shall not exceed the sum of \$25,000, unless approved by a vote of more than three-fourths of all of the eligible votes of members of the board. Determination of the total required contributions for each year after 1964 shall be made by the board of directors on or before July 1 of the preceding calendar year. Payments from each member governmental unit shall be in proportion to population, as determined by the last preceding federal census. Payments to be made by member governmental units shall be paid as follows: One-half thereof on or before February 1 of each year and one-half thereof on or before August 1 of each year; provided that any payments due from members during the year 1964 shall be paid one-half within thirty days and one-half within seven months after the board has determined the amount to be paid by the members. Nothing contained in this subdivision shall be construed to prevent a member from voluntarily contributing more than the amount of its required contribution.

VIII.

DURATION

Subdivision 1. The commission shall continue for a term of three years after the effective date of this agreement, and thereafter from year to year unless the number of members shall become less than five. None of the members shall withdraw from the agreement for the first three years. Thereafter, withdrawal of a member at the end of any year may be accomplished by the member's filing written notice thereof with the secretary of the commission by June 15 of that year, giving notice of withdrawal at the end of the year; and membership shall continue until the effective date of the notice of withdrawal. In no event shall the commission continue in existence after January 1, 1974, except for the purposes of dissolution.

Subdivision 2. If a governmental unit withdraws from the commission before the dissolution of the commission or if, by reason of default in contributions required to be made to the commission, the membership of the governmental unit is automatically terminated, such governmental unit shall have no claim to the assets of the commission.

X.

DISSOLUTION

Upon dissolution of the commission, all property of the commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the then members of the commission. Such distribution of commission assets shall be made in proportion to the total contributions to the commission by the members remaining at the time of dissolution.

IN WITNESS WHEREOF, the undersigned municipal corporation has caused this agreement to be signed and delivered on its behalf.

Reviewed for administration:

CITY OF ST. LOUIS PARK

City Manager

By _____
Mayor

Approved as to form and legality:

and _____
City Manager

City Attorney

Reviewed for Engineering:

Director of Public Works

Accounting Records Posted:

Director of Finance

Resolution Authorizing

No. _____

Filed in the office of the village clerk of the Village of New Hope, Minnesota,
this _____ day of _____ 19__.

Village Clerk
Village of New Hope, Minnesota

**JOINT AIRPORT
CITY OF ST. LOUIS AND ST. LOUIS COUNTY MISSOURI**

Ordinance 50557
(B.B. No. 22)

An ordinance approving an Agreement dated March 10, 1961, between the City of St. Louis, Missouri, and St. Louis County, Missouri, said Agreement relating to the joint acquisition, construction, development and operation of airports, airfields and landing fields by the City of St. Louis and St. Louis County pursuant to the powers granted by Sections 70.210 through 70.320 RSMo. 1949, inclusive, and establishing an effective date hereof, and containing an emergency clause.

WHEREAS, the Board of Aldermen enacted Ordinance No. 50174 which authorized and directed the Mayor and Comptroller to enter into a joint cooperation Agreement with St. Louis County for the joint acquisition, construction, development and operation of airports, airfields and landing fields by the City of St. Louis and St. Louis County jointly pursuant to the powers granted by Sections 70.210 through 70.320 RSMo., inclusive; and

WHEREAS, said Ordinance No. 50174 contains provisions relating to the terms of said Agreement including among other things the establishment of a joint City-County Airport Commission, the powers and duties of said Commission, the financing of all projects undertaken in accordance with the terms of the Agreement, and the provisions relating to the termination of said Agreement; and

WHEREAS, said Ordinance No. 50174 also provided for the approval of the Board of Aldermen of any agreement entered into between the City of St. Louis and St. Louis County pursuant to Ordinance No. 50174; and

WHEREAS, on March 10, 1961, the Supervisor of St. Louis County and the Mayor and Comptroller of the City of St. Louis did make and enter into an Agreement pursuant to the terms of Ordinance No. 50174.

BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. That the following Agreement between St. Louis County, Missouri, and the City of St. Louis, Missouri, executed March 10, 1961, on behalf of the City of St. Louis by the Mayor and Comptroller of this City pursuant to Ordinance No. 50174, be and the same is hereby approved, viz;

"AGREEMENT

This joint indenture entered into this 10th day of March, 1961, between St. Louis County, Missouri, hereinafter referred to as the "County" acting by and through the Supervisor of St. Louis County, James H. J. McNary, pursuant to Ordinance No. 2017, 1961, of said County and the City of St. Louis, hereinafter referred to as the "City" acting by and through Raymond R. Tucker, Mayor, and John H. Peolker, Comptroller of the City of St. Louis, by and pursuant to Ordinance No. 50174 of the City of St. Louis for the joint establishment, acquisition, construction, development, operation, planning of airports, airfields and landing fields owned jointly by St. Louis County and the City of St. Louis. This agreement is executed pursuant to the powers granted under the provisions of Sections 70.210 through 70.230 RSMo., 1949, and Chapter 305 RSMo., 1949, and pursuant to the Charters of the City of St. Louis and St. Louis County.

NOW, THEREFORE, in consideration of the mutual promises and consideration expressed herein the City and the County hereby agree as follows:

COMMISSION; ESTABLISHMENT AND COMPENSATION

(1) There is hereby established the joint City-County Airport Commission, hereinafter referred to as the "Commission," consisting of seven members, three of whom shall be appointed from the membership of the Airport Commission of the City of St. Louis by the Mayor of the City of St. Louis and three of whom shall be appointed by the Supervisor of the County. One member who shall be chairman shall be jointly appointed by the Mayor of the City and the Supervisor of the County. The members of the Commission, other than the chairman, shall be divided into three classes. Each class shall consist of two members, one appointed by the Mayor and the other appointed by the County Supervisor. The first class shall be appointed for a term of one year, the second class shall be appointed for a term of two years and the third class shall be appointed for a term of three years; all subsequent appointments thereafter shall be made for a term of three years with the exception of the chairman who shall be appointed for a term of four years. Should any member resign or forfeit his office or be unable to serve for any reason whatsoever, the Mayor or County Supervisor whichever official appointed such member, shall appoint a person to serve for the unexpired term. There shall be two non-voting ex officio members, one of whom shall be the chairman of the Public Utilities Committee of the Board of Aldermen of the City of St. Louis and the other shall be the chairman of the St. Louis County Council Airport Committee. The Commission shall appoint a secretary-treasurer who shall keep adequate and complete minutes and records of all proceedings before the Commission. The majority of the members shall constitute a quorum. All records and proceedings of the Commission shall be public records.

COMMISSION--REMOVAL OF MEMBERS; COMPENSATION; EXPENSES

(2) Any member appointed by the Mayor or County Supervisor may be removed for cause jointly by the County Supervisor and the Mayor after written charges have been preferred and after a public hearing held on due notice to such member. Such member shall have the right to be heard in person or by counsel at any such public hearing. The decision of the Mayor and the County Supervisor shall be final. In the event the Mayor and the County Supervisor are unable to arrive at a final decision, the charges shall be dismissed. A copy of such decision shall be filed with the secretary-treasurer as herein provided. Each appointed member of the Commission shall be paid for each day on which he actually attends an official meeting of the Commission. The amount of pay shall be \$25 per meeting. All members of the Commission shall be reimbursed for necessary travelling and other expenses incurred in the performance of their duties subject to the approval of the Commission.

POWERS OF COMMISSION

(3) The Airport Commission is hereby authorized and empowered:

1. to acquire subject to the provisions of Article (10) herein, by gift, purchase or condemnation, land improvements, airports, airport facilities and to establish, conduct, control, lease, equip, improve, maintain, operate and regulate, in whole or in part, airports, landing fields, airfields and other related facilities;

2. to plan, manage and operate airports, airport property, installations, and auxiliary facilities jointly owned by the City and the County;

3. to enter into contracts, leases and agreements for a period of five (5) years, or less, for concessions, rentals or use of airport property and facilities;

4. in the event that any such proposed contract, lease or agreement shall be for a term of more than five (5) years, such lease, contract or agreement must be approved jointly by the City and the County. All such contracts, leases or agreements shall be executed in the name of the "City and County Airport Commission of St. Louis" and shall be signed by the Executive Director of the Commission and countersigned by the Chairman of the Commission;

5. to establish and fix schedules of fees and charges other than those contained in contracts, leases and agreements set forth herein for the use of the airport, landing field, hangars and space in buildings located in and on the airport and from time to time as it deems necessary to modify the same;

6. to install and maintain a modern airport accounting system under which the revenues, expenses and capital expenditures with their related fixed charges are classified according to functional areas at the various airports operated by the Commission as a guide to airport management and to permit the determination of equitable rates and charges for the use of airport facilities. Said accounts shall be audited and verified by the auditor as herein provided and shall be open to examination by any member of the Board of Aldermen of the City of St. Louis and the County Council of St. Louis County;

7. to draft and recommend a Master Airport and Airport Zoning Plan for the St. Louis-St. Louis County area which shall include airport sites, landing strip sites, airfield sites, existing airports and aeronautical facilities, taking into consideration the present existing privately-owned and operated and publicly-owned and operated airports. Such recommended Plan shall provide and include air traffic patterns, control and elimination of existing aircraft hazards, the abandonment of existing airport facilities when such facilities interfere with or conflict with air traffic patterns, recommended enabling legislation, statutes, laws and ordinances for the safe and efficient operation of airports within the City and the County; including a master Airport Plan;

8. to recommend airport sites, landing strips and airfield sites to be acquired for the further development of aviation within the City and County of St. Louis;

9. to draft and recommend a long range plan for the financing of all airports, airfields, landing fields and facilities established or under the control of the Commission on the basis of one-half of the cost to be borne by the City of St. Louis and one-half of the cost to be borne by St. Louis County. For the submission to and approval of the City of St. Louis and St. Louis County the plan shall embody provisions for the financing of the purchase of land, improvements and facilities, if necessary, from the proceeds of the sale of bonds issued separately by the City of St. Louis and St. Louis County;

10. to appoint an Executive Director who shall be the Chief Executive Officer of the Commission;

11. to establish a comprehensive compensation plan for all officers, agents and employees of the Commission;

12. to draft and submit to the City and the County yearly a budget as herein provided;

13. to engage, hire and contract for professional and technical services necessary to carry out or effectuate any of the above powers;

14. to enter into agreements and contracts with the United States Government, the State of Missouri, municipal corporations or political subdivisions thereof for the planning, developing, construction, acquisition of airports, airfields, aeronautical facilities and other facilities incidental thereto; provided such agreements and contracts are ratified by the City of St. Louis and St. Louis County;

15. to appoint a Secretary-Treasurer who shall be in charge of the finances of the Commission and who shall keep all records and proceedings before the Commission;

16. to appoint an auditor as herein provided;

17. to accept gifts and grants on behalf of the City and the County, for the further development of airports and aviation facilities;

18. to adopt, enforce and promulgate rules and regulations necessary and incidental to and not in conflict with the interest and purpose of this agreement.

FINANCES

(4) The Commission shall on or before the 15th day of October each year submit to the City and the County a written budget for the ensuing fiscal year which shall set forth among other things the following:

1. The amount of anticipated revenues to be received during such fiscal year from the operations of airports, airfields, and other facilities.

2. The amount of anticipated expenditures for such fiscal year for the operation, maintenance and payment of bonded indebtedness, depreciation, and other capital account charges.

3. The amount of deficit or surplus from such operation. Should there be a deficit of expenditures over anticipated revenues, such amount shall be shown in the budget divided equally between the City and the County. The City and the County hereby shall consider such deficit in the proposed budget and shall appropriate sufficient funds from general revenue each year in respective equal amounts deemed necessary to maintain and operate airports and facilities as herein provided. Such amounts shall be paid to the Commission, respectively, on or before July 1 of each fiscal year.

DISPOSITION AND EXPENDITURE OF REVENUES

(5) All revenues derived from the operation and use of airport, airfields, landing fields, and airport properties including installation and facilities, including net returns derived from the lease and use of any land acquired for airport purposes which are not being immediately used for such purposes shall be deposited in the Commission treasury to the credit of the Operations Fund. The revenue so derived in that fiscal year be applied during the following year as follows:

1. To the payment of operation expenses, including the cost of maintenance and repairs.

2. To the payment of the proper debt funds of the City and the County of the interest requirements for the said fiscal year on airport bonds issued by the City and the County, respectively, for the acquisition of airports and airport facilities, as herein provided.

3. To the payment to the proper debt funds of the City and the County of the principal requirements for said fiscal year on airport bonds issued by the City and the County, as herein provided.

4. To the payment into the Capital Replacement Fund of the Commission of such amounts for each fiscal year based upon a formula recommended by the Commission and approved by the legislative bodies of the City and the County.

5. Any balance remaining shall thereafter be placed in a general development fund to be used for the expansion, development and acquisition of airports, airfields and landing fields, and facilities therefor.

THE ACQUISITION AND FINANCING OF CAPITAL ASSETS

(6) The cost of the acquisition and purchase of land and improvements or the construction and reconstruction of airports and airport facilities shall be financed from: 1. funds, if available, in the general development fund; 2. from funds, if available, in the Capital Replacement Account; 3. from the proceeds of the sale of bonds issued severally by the City and the County.

ANNUAL AUDIT

(7) An independent audit shall be made of all the accounts of the Commission at least annually by a Certified Public Accountant who shall be engaged by the Commission.

The Certified Public Accountant shall have no personal or financial interest directly or indirectly in the fiscal affairs of the Commission. The results of the said audit shall be filed annually with the legislative bodies of the City and the County, respectively.

FISCAL YEAR

(8) The fiscal year of the Commission shall be twelve (12) months, beginning on the first day of July in each calendar year. The fiscal year shall constitute the budget and accounting year.

COMPETITIVE BIDDING

(9) Before the Commission makes any purchase of or contract for supplies, materials or equipment or lets any contract for work or improvements, the Executive Director shall provide ample opportunity for competitive bidding under such rules and regulations adopted by the Commission except in cases arising out of emergencies and other causes as the Commission, upon the recommendation of the Executive Director, as may be prescribed by rule or regulation provided, however, that the Commission shall not except individual contracts, purchases or sales from the requirements of competitive bidding for the purpose of evading the requirement of competitive bidding, nor shall it permit the subdivision of purchases or contracts for the purpose of evading the requirements of competitive bidding. All bids may be rejected, except for such right of rejection the purchase or contract shall be let to the lowest responsible bidder.

(10) Acquisition of Capital Facilities. No land, improvements, facilities, acquired, constructed, reconstructed, built or condemned with a value in excess of Twenty Thousand Dollars without first obtaining the approval of the City and the County. The power of eminent domain shall be exercised pursuant to Section 70.240, RSMo., 1949, pursuant to an ordinance duly enacted by both the City and the County, respectively.

(11) Officers and Personnel. 1. Executive Director. The Commission shall appoint an Executive Director who shall be subject to removal by the Commission for good cause shown. He shall be the Chief Executive and Administrative Officer of the Commission and shall be responsible for the proper administration of the Commission and to that end he shall

(a) appoint and, when necessary for the good of the Commission, remove all officers and employees of the Commission for good cause shown;

(b) prepare the budget annually and submit it to the Commission and be responsible for its administration after adoption;

(c) prepare and submit to the Commission as of the end of the fiscal year, a complete report of the finances and administrative activities of the Commission;

(d) keep Commission advised of its financial condition and make recommendations concerning its future needs;

(e) attend all meetings of the Commission and insofar as possible its committees;

(f) enforce rules, regulations and order of the Commission;

(g) perform such other duties as may be prescribed by this contract or required of him by the Commission not inconsistent with this contract.

2. Secretary-Treasurer. There shall be a Secretary-Treasurer who shall be appointed by the Commission. He shall

(a) keep the Journal of the Commission's proceedings and authenticate by his signature and record in a book kept for that purpose all resolutions, regulations, rules and orders;

(b) have the custody of all funds going to or under the control of the Commission and deposit daily all monies coming into his hands in such depositories as are designated by the Commission;

(c) invest, with the approval of the Commission, funds not immediately needed for the purpose to which said funds are applicable, in any bonds, certificates or other interest bearing obligations guaranteed both as to principal and interest by the Government of the United States and maturing not less than one year from the date of issue;

(d) pay money out of the treasury all warrants drawn by the Executive Director or his assistant, in the absence or disability of the Executive Director, and not otherwise;

(e) appoint and, when necessary for the good of the Commission, remove any employee provided for his office;

(f) assist the Executive Director in the preparation of the annual budget in the control of expenditures to insure that the budget appropriations are not exceeded;

(g) maintain a general system of accounts for the Commission and keep such books and records and submit such financial statements to the Executive Director and to the Commission as they may require;

(h) prescribe the forms of all financial records, receipts, vouchers, bills or claims to be used by all offices, departments and agencies of the Commission;

(i) certify, before any contract, order or other document which has been executed by which the Commission incurs financial obligation, that the expenditure is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance in the appropriation sufficient to pay obligation;

(j) audit and approve before payment, all bills, invoices, pay rolls and other evidence of claims, demands or charge against the Commission;

(k) perform such other duties as required by the Commission. Should the Executive Director or the Secretary-Treasurer become temporarily incapacitated or otherwise be unable to perform the duties as herein prescribed, the majority of the members shall appoint a person to perform such duties.

(12) Legal Services. All legal services required by the Commission shall be rendered jointly by the City Counselor and County Counselor.

(13) Liability for Claims. The budget of the Commission shall set aside an account for the liability for claims directed against the Commission arising out of alleged negligence of the Commission, its officers, agents and employees in carrying out of their duties and responsibilities under the provisions of this contract. To this end the Commission shall secure, if it deems advisable, public liability insurance in the sum of \$100,000 for any one injury to a person and \$500,000 for injuries to more than one person and \$50,000 property damage arising out of each occurrence.

(14) Depositories and Security for Funds Deposited. The Commission shall annually select one or more banks or trust companies situated within the City of St. Louis or St. Louis County for the deposit of all funds of the Commission. For the security of the funds deposited in such depository the Commission shall require each such bank or trust company to deliver to the Secretary-Treasurer or to a disinterested banking institution or a safe depository as escrow agent or trustee, security of the kind and character as provided in Section 30.270 RSMo., 1949, at least equal in the market value to not less than one hundred per cent of the amount deposited with said bank or trust company, less ten thousand dollars where such depository is insured by the Federal Deposit Insurance Corporation. The Commission may, in its discretion, provide additional requirements or limitations as

to the kind and character of the securities which will be accepted as security for such deposits.

(15) Official Bonds. The Executive Director and all other officers, agents and employees receiving disbursements are responsible for Commission funds and such other officers and employees as the Commission may designate, shall, before entering upon their duties, give bond to the Commission in such sums and with such sureties as may be approved by the Commission. Conditioned upon the faithful and proper performance of their duties and for the prompt accounting for and paying over to the Commission of all monies, property or other things of value of the Commission that may come into their hands. The Commission shall pay the premiums on all such bonds. The bond of the Secretary-Treasurer shall be filed with the Executive Director and the bonds of all other officers and employees shall be filed with the Secretary-Treasurer.

(16) Meetings of Commission. The Commission shall hold regular meetings at such times as may be prescribed by its rules and regulations but not less than once each month. All regular meetings of the Commission shall be open to the public. Special meetings may be called by the Mayor of the City of St. Louis or the County Supervisor or in such other manner as may be prescribed by the rules and regulations of the Commission.

(17) Cancellation, Termination, Dissolution and Default of Parties. 1. Should the City or the County fail to comply with, or carry out, or perform any of the provisions, duties or obligations under this contract, the City or County may serve a written notice setting forth the provisions of this contract such defaulting party has violated with a demand that the defaulting party comply with the provisions of the contract within 180 days. Should the defaulting party fail to comply within such period, this contract shall be deemed cancelled or terminated and the party in default shall sell all of its right, title and interest to the nondefaulting party in accordance with the valuation formula set forth below.

This provision shall not be construed to relieve either party of its proportionate share of the cost of any obligation or liability incurred by the Commission prior to the date of termination or cancellation of this contract, as herein above provided by either party.

2. Should the parties hereto find it within the best interest of both the City-County to terminate this agreement the Mayor of the City of St. Louis and the County Supervisor shall each appoint a qualified appraiser to appraise the assets and liabilities of the Commission in order to value the interest of each of the parties therein. Upon reaching such agreement, the other party consenting, shall have the option to purchase the other's interest therein at such agreed amount placed on the net assets by such appraisers. The purchasing party shall pay to the selling party the amount so agreed and shall take all right, title and interest the selling party may have in the assets and shall assume the liabilities.

3. Should the parties decide to dissolve the Commission established, and dispose of all the properties and assets thereof, the Mayor and Supervisor shall appoint a person to dispose of all of the property of the Commission, and out of the proceeds, if any, shall pay all the liabilities therefrom, and shall distribute to the City and the County the balance thereof equal to the City and the County. Should the proceeds received be insufficient to pay all the liabilities of the Commission, the City and the County shall pay their proportioned part of such deficit.

4. The Valuation Formula. For the purpose of valuing the interest of the defaulting party, as provided in sub-section 1 of section 17 hereof, all assets, other than monies in the treasury of the Commission as follows:

(a) Government Securities--at their market value as of the date of termination or cancellation.

(b) Lands--at their acquisition cost.

(c) Buildings, runways, taxiways, underground and aboveground fuel storage facilities shall be valued at cost less depreciation and shall be depreciated on the straight line basis over a twenty-year life.

(d) Motor vehicles, airplanes, fire equipment, office equipment and furniture, and all other equipment--shall be valued at cost less depreciation and shall be depreciated on a straight line basis over a five-year life.

(18) Oath of Officers and Employers. Every officer and employee before entering upon his duties shall take an oath or affirmation that he possesses all the qualifications of the position or office; that he will support and defend the Constitution of the United States, the State of Missouri, the Charter and Ordinances of the City of St. Louis and St. Louis County, and will faithfully carry out and perform all the duties of his office or employment.

The oath or affirmation of office and employment of the Commission, except the Chairman and members of the Commission, Executive Director and the Secretary-Treasurer, shall be taken, subscribed and filed with the Secretary-Treasurer.

The oath of office or affirmation of the Chairman shall be taken and subscribed before the Mayor and County Supervisor and shall be filed with the Secretary-Treasurer.

The oath or affirmation of office of the members of the Commission, Executive Director and Secretary-Treasurer shall be taken and subscribed before the Chairman, and filed with the Secretary-Treasurer.

IN WITNESS WHEREOF, the City of St. Louis, acting through Raymond R. Tucker, Mayor of the City of St. Louis, and St. Louis County, acting by and through James H. J. McNary, Supervisor of St. Louis County, have executed this Agreement.

ST. LOUIS COUNTY

ATTEST: _____
Edward A. Walsh, County Clerk,
St. Louis County, Missouri

By _____
James H. J. McNary, Supervisor

Approved as to form:

William E. Gallagher, County Counselor

THE CITY OF ST. LOUIS

Approved as to form:

By _____
Raymond R. Tucker, Mayor

Thos. J. Neenan, City Counselor

ATTEST: _____
Lucille R. Darst, City Register"

John H. Poelker, Comptroller

Section Two. This being an ordinance providing for the protection of the public safety and welfare of the residents of the City of St. Louis, an emergency is hereby declared to exist within the meaning of Section 22, Article IV of the City Charter and this ordinance shall become effective upon its passage and approval by the Mayor.

Approved: June 6, 1961

JOINT CITY-COUNTY BUILDING
LARAMIE COUNTY AND CITY OF CHEYENNE, WYOMING

AGREEMENT.

THIS AGREEMENT, made and entered into this 20th day of April, A. D. 1917, by and between THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, the party of the first part, and THE CITY OF CHEYENNE, a municipal corporation, the party of the second part, WITNESSETH:

That pursuant to the statutory authority granted unto the said parties, the said parties do hereby mutually covenant and agree jointly to construct and maintain a city and county building, and do hereby agree:

1. The said building shall be constructed under the superintendency of and in accordance with plans and specifications to be prepared by William Dubois, who is hereby selected as architect of the parties hereto.

2. Said building shall be constructed upon the premises heretofore owned by the party of the first part, in the South Half (S1/2) of Block Two Hundred Ninety-two (292), in the City of Cheyenne, Laramie County, Wyoming, of which premises the party of the first part agrees to convey an undivided Three Hundred Three One-thousandths (303/1000) interest to the party of the second part, in consideration whereof the party of the second part agrees to pay unto the said party of the first part the sum of Three Thousand Six Hundred Thirty-six (\$3,636.00) Dollars. The party of the first part agrees to remove at its own expense the buildings now situate upon the said premises.

3. The total cost of the construction of said building, including architect's and superintendent's fees and excluding the value of the said premises, shall not exceed One Hundred Seventy Thousand (\$170,000.00) Dollars, and the party of the first part shall pay Six Hundred Ninety-seven One-thousandths (697/1000) of the total cost thereof, and the party of the second part shall pay Three Hundred Three One-thousandths (303/1000) of said cost, and the said premises and building shall be owned by the said parties in the said proportion.

4. The Chairman of the Board of County Commissioners of Laramie County and the Commissioner of Finance of the City of Cheyenne, are hereby designated as the representatives of the parties hereto, to approve the plans and specifications for said building, to advertise for and receive bids, and to award subject to the approval of the parties the contract for the construction, which contract shall be executed by the parties hereto.

5. The said building shall be maintained at the joint expense of the party of the first part and the party of the second part, and the party of the first part shall contribute to the expense of such maintenance, Six Hundred Ninety-seven One-thousandths (697/1000) thereof and the said party of the second part shall contribute to the expense of such maintenance, Three Hundred Three One-thousandths (303/1000) thereof, and the said building shall be under the management and control of a Board which shall consist of one of the County Commissioners of Laramie County, to be chosen by the board, and one of the Commissioners of the said City of Cheyenne, to be chosen by the City Council. In the event of any disagreement between the members of said board, the Judge of the District Court of the First Judicial District shall as umpire determine the matter upon which the members of the board disagree.

IN WITNESS THEREOF, the said parties have caused this instrument to be executed by their respective officers, the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF LARAMIE COUNTY, WYOMING,

By _____
Chairman

Attest: _____
County Clerk.

THE CITY OF CHEYENNE,

By _____
Mayor.

Attest: _____
City Clerk.

JOINT TRANSIT COMMISSION
MINNEAPOLIS - ST. PAUL, MINNESOTA, METROPOLITAN AREA

The parties to this agreement being governmental units of the State of Minnesota, and pursuant to the provisions of Minnesota Statutes, Section 471.59, having legal authority to enter into this agreement to do and perform the things herein agreed, do hereby establish a Metropolitan Transit Commission.

I.

DEFINITIONS

For the purposes of this agreement the terms used herein will have the meanings as defined in this Article.

- a. "Commission" means the organization created by this agreement, the full name of which is the Metropolitan Transit Commission. It shall be a public agency of its members.
- b. "Metropolitan Area" means the area contained within the boundaries of Scott, Dakota, Carver, Washington, Anoka, Ramsey, and Hennepin Counties.
- c. "Board" means the Board of Commissioners of the Commission, which shall be its governing body.
- d. "Member" means a governmental unit which enters into this agreement.
- e. "Governmental Unit" means any city, village or town.
- f. "Council" means the governing body of a governmental unit which is a member of the Commission.

II.

BASIS AND PURPOSE

Section 1. The parties hereto, by their respective governing bodies, have investigated the facts necessary to ascertain and hereby find and declare:

- a. That the above defined Metropolitan Area constitutes a rapidly developing urban area in which problems related to mass transportation are greatly increasing both in number and complexity;
- b. That the parties hereto individually and collectively are affected by said problems and any attempt to solve them and the welfare, prosperity and enjoyment of the inhabitants of said area will be benefited by mutual action with respect thereto;
- c. The general purpose of this agreement is to provide an organization which can engage in research, study, investigation and other activities pertaining to mass transportation in the Metropolitan Area and which can advise and assist any agency of government with respect thereto.

III.

MEMBERSHIP

Section 1. Any governmental unit wholly or partially within the Metropolitan Area may elect to become a member of the Commission by adoption of such a resolution by its governing body. Membership of such governmental unit in the Commission shall become effective upon the filing with the secretary of the Commission, a copy of this agreement duly executed by its proper officers pursuant to authority conferred by its governing body.

Section 2. This agreement shall become effective when it has been so authorized by seven governmental units, including the City of Minneapolis and the City of St. Paul, and when executed copies of this agreement from such seven or more governmental units together with certified copies of resolutions authorizing the same have been duly filed. Until the Commission has been established and its secretary appointed, filings of such resolutions and executed copies of this agreement shall be made with the City Clerk of the City of Minneapolis.

Section 3. Governmental units joining the Commission after its initial organization and after contributions by members have been made to finance its activities may be added on the favorable vote of a majority of the then existing Board of Commissioners and upon such terms and conditions as shall then be specified by such Board and accepted by such governmental unit in writing filed by the secretary of the Commission.

IV.

GOVERNING BODY

Section 1. The governing body of the Metropolitan Transit Commission hereby established, shall consist of eleven commissioners who shall be appointed as follows:

a. Three qualified voters of the City of Minneapolis; one to be appointed by its Council subject to the approval of its Mayor, and two to be appointed by its Mayor subject to the approval of a majority of the members of its City Council;

b. Three qualified voters of the City of St. Paul; one to be appointed by its Council subject to the approval of its Mayor, and two to be appointed by its Mayor subject to the approval of a majority of the members of its City Council;

c. Two qualified voters residing in Hennepin County appointed by a majority vote of the Mayors of those members situated in Hennepin County except the City of Minneapolis;

d. Two qualified voters residing in Ramsey County appointed by a majority vote of the Mayors of those members situated in Ramsey County except the City of St. Paul;

e. One qualified voter residing in the Metropolitan Area other than Hennepin and Ramsey Counties to be appointed by a majority vote of the Mayors of those members situated outside the boundaries of Ramsey and Hennepin Counties.

f. Each such appointing authority shall in the same manner it appoints said Commissioners, also appoint an alternate for each Commissioner appointed by it. Said alternate to act in the absence of such Commissioner except that an alternate shall not serve as an officer of the Commission.

Section 2. Each appointing authority shall within thirty days of such appointment file with the secretary of the Commission a record thereof.

Section 3, Subdivision 1. The term of each Commissioner appointed pursuant to the provisions of this Article shall be one year and shall commence on February 1, of each year except that the terms of the Commissioners first appointed shall be from the date of their appointment and shall terminate on January 31, 1967. Vacancy shall be filled for the unexpired term of any Commissioner by the authority which appointed him in like manner as the original appointment was made; Commissioners shall serve until their successors are appointed and qualified.

Subd. 2. Any Commissioner may be replaced by the authority which appointed him in the same manner as his appointment was made and a record of such action filed with the secretary of the Commission.

Subd. 3. Commissioners shall serve without compensation and without expense allowance or reimbursement from the Commission but this shall not prevent a member from providing compensation or expense reimbursement to any Commissioner if it so decides and may legally so act.

Section 4, Subdivision 1. Within thirty days after the effective date of this agreement, the Mayor of the City of Minneapolis and the Mayor of the City of St. Paul shall call the first meeting of the Board of Commissioners, which meeting shall be held not later than twenty days nor less than ten days after such call.

Subd. 2. At the first meeting of the Board and in January of each year thereafter, the Board shall elect from its Commissioners a chairman and a secretary and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or as soon thereafter as it may be reasonably done, the Board shall adopt rules and regulations governing its procedures, including the time, place and frequency of its regular meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that a ten day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent; a majority vote of all eligible votes shall be sufficient to adopt any proposed amendment to such rules and regulations.

V.

POWERS AND DUTIES OF THE BOARD

The Board of Commissioners shall, as the same relate to mass transportation in the Metropolitan Area, have the following powers and duties:

a. It shall act as a central agency for the collection, coordination and dissemination of information involving transportation facilities, rates, schedules, routings and related matters;

b. It shall review and investigate such information with the aim of making recommendations to the appropriate governmental agencies and transit operators;

c. It may propose transit experiments that seem likely to succeed in benefiting the area and may support such other proposals for transit experiments that it determines would be desirable;

d. It shall investigate and advise its members with respect to proposed legislation and other activities related to mass transportation;

e. It may suggest, recommend, or propose legislation and may support the same before any division or unit of government, including the legislature and committee thereof;

f. It shall make use of any research, studies or other information that may be available to it or its members from any governmental agency or other source and the members hereof shall make available to the Board any such information that they may possess;

g. It may collect and receive monies, subject to the provisions of this agreement, from its members and from any other source approved by the Board;

h. It may incur expenses and make expenditures necessary and incidental to the effectuation of the purposes of this agreement;

i. It may employ such persons as it deems necessary to accomplish its duties and powers. Any such employees shall be employees of the Commission and shall not be deemed to be employees nor subject to the Civil Service or other personnel procedures or rules of any member hereof;

j. It may contract for or receive gratuitously space, materials and supplies to carry out its activities.

k. It shall on June 1, of each year make a financial accounting and report to its members, and all of its books, reports and records shall be available for and open to examination by its members at all reasonable times;

l. It may recommend changes in this agreement to the members;

m. It may exercise all powers necessary and incidental to the implementation of the purposes and powers set forth herein;

n. Each member reserves the right to conduct separately or concurrently similar activities as those of the Commission.

o. It may receive grants from federal or state governments, or private sources to finance transit experiments; however, such transit experiments may not be financed by member contributions.

VI.

FINANCIAL MATTERS

Section 1. The activities of the Commission shall be financed by payments by members. The Board shall establish the amount of the required contributions of members for each calendar year. The total amount of required contributions of members for any calendar year shall not exceed \$50,000. Determination of the total required contribution for each year after 1966 shall be made by the Board on or before July 1st of the preceding calendar year. The contribution of each member shall be that proportion of said total required contributions as the valuation of taxable real property within its boundaries bears to the total of such property valuation for all members; contributions to be made by members should be made as follows:

One-half thereof on or before February 1st of each year and one-half thereof on or before August 1st of each year. Nothing in this section shall be construed to prevent a member from voluntarily contributing more than the amount of its required contribution.

Section 2. Upon the initial organization of the Board of Commissioners as herein provided, the then members thereof shall advance to the Commission the sum of \$25,000.

JOINT REFUSE DISPOSAL SYSTEM

CITIES OF MARYVILLE AND ALCOA AND BLOUNT COUNTY, TENNESSEE

THIS AGREEMENT made and entered into on this the 1st day of September, 1962, by and between the CITY OF MARYVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Tennessee, located in Blount County, Tennessee, hereinafter referred to as the Party of the First Part, and the COUNTY OF BLOUNT, a political subdivision of the State of Tennessee, hereinafter referred to as the Party of the Second Part, and the CITY OF ALCOA, a municipal corporation organized and existing under and by virtue of the laws of the State of Tennessee, located in Blount County, Tennessee, hereinafter referred to as the Party of the Third Part,

W I T N E S S E T H:

That, WHEREAS, the parties hereto recognize that there is a great need on the part of their citizens for a program and/or system for the handling and disposal of garbage and similar wastes; and

WHEREAS, the party of the first part, acting through its Board of Commissioners, authorized the party of the first part to enter into an agreement with the party of the second part and the party of the third part for the operation of a garbage disposal system in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the parties of the second and third parts are desirous and willing to operate a garbage disposal system in conjunction with the party of the first part in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and in the further consideration of the mutual agreements and covenants hereinafter contained, the parties hereby enter into the following agreement:

1. It is agreed that the party of the first part will be in charge of the operation of the garbage disposal site. In this connection, the party of the first part will furnish all personnel, oversight and other arrangements to conduct the disposal plant, and the salary and/or wages of said personnel shall be equally paid by the party of the first part, the party of the second part and the party of the third part. It is agreed that the party of the first part will pay the wages and/or salaries of said personnel, and submit to the party of the second part and to the party of the third part invoices for reimbursement for their proportionate parts of said wages and/or salaries paid said personnel.

2. It is agreed that the party of the first part, the party of the second part and the party of the third part will equally share the expense of operation of the disposal site and the purchase of any new equipment which may be necessary to the efficient handling of garbage disposal. In this connection, it is agreed that the party of the first part will purchase and maintain said equipment, and bill the party of the second part and the party of the third part for equal shares of one-third (1/3) of the total cost. It is further agreed that the party of the third part will pay its proportionate part -- one-third, or Seven Thousand Two Hundred Eighty-Three and 33/100 Dollars

(\$7,283.33 -- of the cost of the recently purchased crawler tractor. One-half of the said amount will be paid to the party of the first part, and one-half will be paid to the party of the second part.

3. It is agreed that the party of the second part, acting through its highway department, will build and/or construct any necessary access road or roads to the garbage disposal site.

4. It is agreed that the party of the first part will maintain personnel on the garbage disposal site premises six (6) days per week (Monday through Saturday), the working hours to be determined by the party of the first part.

5. The party of the first part agrees to operate said garbage disposal site in a sanitary and on a systematic basis, covering the deposited garbage at least once a day, exclusive of Sundays and holidays, unless prevented by causes or conditions beyond its control. The garbage is to be covered to a depth as will eliminate all odors that might constitute a nuisance to the community surrounding the garbage disposal site.

6. It is agreed that no dead animals larger than dogs will be buried on the disposal site, nor shall any animals possessed of contagious diseases, such as cholera, be accepted and buried on the garbage disposal site.

7. It is agreed that no brush will be deposited at the disposal site, and there will be no salvaging or burning of any garbage, brush or paper at the disposal site.

8. It is agreed that the garbage disposal site will be operated for the benefit of the City of Maryville and for the benefit of the City of Alcoa and for the benefit of all citizens residing in Blount County.

9. It is agreed that neither the party of the first part nor the party of the second part nor the party of the third part shall be obligated to collect or gather the garbage of citizens of Blount County residing outside the corporate limits of the City of Maryville or the City of Alcoa, but said citizens or their agents shall have the privilege and right to bring their garbage to said disposal site during the hours any operating personnel shall be on duty at said site. In this connection, citizens or their agents bringing their garbage to said garbage disposal site shall unload their garbage at such places and in the manner directed by the personnel in charge of the site.

10. It is agreed that the parties hereto shall be equally and jointly responsible for the selection of any new sanitary landfill site which may become necessary in the future. In this connection, it is agreed that only those available sites with an ample dirt supply in the immediate vicinity will be considered for landfill sites. It is further agreed that when it becomes necessary to purchase or lease land for a future site the cost thereof shall be mutually agreed upon by the parties and each party shall pay one-third of the cost of such land.

11. It is agreed that the term of this agreement shall be one (1) year from the date of this agreement and shall continue thereafter from year to year until terminated by either of the parties hereto, it being agreed that either party may terminate this agreement upon giving six (6) months' notice of intention to terminate, said notice to be given to each of the other parties hereto. In the event either party hereto should terminate this agreement, as in this paragraph provided, it shall be entitled to be reimbursed by the remaining two parties for one-third of the depreciated value of the aforesaid crawler tractor, it being agreed that said depreciated value shall be based upon the estimated life of said crawler tractor which, by agreement of the parties, is eight (8) years.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed, in triplicate, by their duly authorized agents and/or officials, as of the day and year first above written.

ATTEST:

CITY OF MARYVILLE

Recorder

By _____
Mayor

ATTEST:

BLOUNT COUNTY

Clerk

By _____
County Judge

ATTEST:

CITY OF ALCOA

Recorder

By _____
City Manager

JOINT SANITATION

CITY OF CRYSTAL AND VILLAGE OF GOLDEN VALLEY
AND BROOKLYN CENTER, MINNESOTA

WHEREAS, the City of Crystal, the Village of Golden Valley and the Village of Brooklyn Center through their respective governing bodies believe there is a need to employ a qualified Sanitarian to assist them in developing community health and sanitation ordinances and in the enforcement of such ordinances; and

WHEREAS, the above-named parties desire jointly to provide for the employment of a qualified Sanitarian for the above-mentioned purposes pursuant to Section 471.59 of the Minnesota Statutes of 1961 entitled "Joint exercise of Powers";

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES,

as follows:

DURATION:

THIS AGREEMENT shall have a minimum duration of two (2) years from the date of execution by all of the above-named parties. At the end of this two-year period this Agreement shall be renewed automatically unless one of the parties has given written notice of its intent to withdraw at least six (6) months before the end of the minimum two (2) year period. Once renewed as provided above, this Agreement shall continue in force for an indefinite term and until terminated by one of the parties. Any party intending to terminate its participation in this Agreement shall notify each other party of this intent in writing six (6) months before the date upon which the party intends to withdraw from this agreement.

CHARGES FOR SANITARIAN'S SERVICE:

The employing municipality at the end of each quarter shall account for the operating expenses of the office of the Sanitarian. The employing municipality shall forward a quarterly statement of charges to each party and shall calculate such charges on the following basis:

1. While the Sanitarian is engaged primarily in developing community health and sanitation ordinances and until each party has in effect community health licensing requirements, the charges shall be allocated on the following basis:
 - (a) one half (1/2) of the quarter's operating expenses shall be divided equally among the parties.
 - (b) one half (1/2) of the quarter's operating expenses shall be allocated to each party in the proportion that the party's population, according to the most recent census, bears to the total population of all the parties.
2. When each party to this Agreement has in effect community health licensing requirements, the charges shall be allocated on the following basis, except that Method No. 1 shall apply for the remainder of the quarter in which the last of the parties hereto enact such requirements.

- (a) one quarter (1/4) of the quarter's operating expenses shall be allocated to each party in the proportion the number of currently licensed premises within that municipality bear to the total number of premises currently licensed by all of the parties.
- (b) One quarter (1/4) of the quarter's operating expenses shall be allocated to each party in the proportion that the party's population, according to the most recent census, bears to the total population of all the parties.
- (c) the remaining one half (1/2) of the quarter's operating expenses shall be divided equally among the parties.

3. Operating Expenses:

As used in this Agreement, the words "operating expenses" shall include:

- (a) the salary of the Sanitarian; including the cost of related fringe benefits provided by the employing municipality;
- (b) the salaries of the secretarial assistants to the Sanitarian including the related fringe benefits provided by the employing municipality;
- (c) the actual cost of communications;
- (d) the actual cost of transportation;
- (e) the actual cost of office supplies;
- (f) the actual cost of schools, conferences, subscriptions and memberships;
- (g) the actual cost of general supplies, space and equipment rental.

4. The employing municipality shall, prior to September 1 of each year, furnish to the other parties a copy of its budget for the Sanitarian for the next fiscal year.

QUALIFICATIONS:

The Sanitarian shall have the following minimum qualifications:

1. Education:

A College degree from a University accredited by the North Central, Middle States, New England, Northwestern, or Southern or Southwestern Association of Colleges, with a major course of study in the biological or sanitary sciences.

2. Experience:

Three (3) years experience with community environment health program.

DUTIES:

1. The Sanitarian shall assist each party in developing community health and sanitation ordinances and in developing community standards and procedures for the licensing

of premises subject to these community health and sanitation ordinances.

2. The Sanitarian shall inspect the premises which are subject to each party's community health and sanitation ordinance and shall maintain a record indicating the date, time and location of each inspection and such other information as he deems appropriate.

3. The Sanitarian shall review any violations of a party's community health and sanitation ordinance with the party's chief Administrative Officer. The Chief Administrator shall initiate appropriate legal action to enforce the ordinance when he deems it advisable.

EMPLOYMENT:

The City of Crystal hereby agrees to be the employing municipality.

AUTHORITY:

Each party executes this Agreement pursuant to the authority of resolutions of their respective governing bodies, copies of which are attached hereto and incorporated herein as though fully set forth, and also in consideration of the execution of the Agreement by each of the other parties and in execution of the joint powers conferred upon them by Section 471.59 of the Minnesota Statutes of 1961.

IN WITNESS WHEREOF, on this _____ day of _____ 196 .

CITY OF CRYSTAL

By

Mayor, and

Clerk

VILLAGE OF GOLDEN VALLEY

By

Mayor, and

Clerk

VILLAGE OF BROOKLYN CENTER

By

Mayor, and

Clerk

JOINT HEALTH BOARD

BETHLEHEM AND ALLENTOWN, PENNSYLVANIA

THIS AGREEMENT made this 7th day of July, 1964, by and between the CITY OF BETHLEHEM, a municipal corporation of the Third Class of the Commonwealth of Pennsylvania, situate partly in the County of Lehigh and partly in the County of Northampton, Party of the First Part, A N D CITY OF ALLENTOWN, a municipal corporation of the Third Class of the Commonwealth of Pennsylvania, situate in the County of Lehigh, Party of the Second Part.

WHEREAS, the said Cities desire to establish a Bi - City Health Board to enable modern health service to be provided on the most economical basis in both Cities.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements herein set forth, the City of Bethlehem and the City of Allentown mutually agree as follows:

1. There shall be established a unit to be known as the Bi - City Health Board, Allentown - Bethlehem, Pennsylvania, to protect and promote the health of the residents of the City of Bethlehem and City of Allentown.

2. Said Board shall consist of three (3) resident citizens of the City of Allentown and two (2) resident citizens of the City of Bethlehem. At least one member of the Board from each City shall be a physician. Each member of the Board shall be appointed for a term of one (1) year. Members of the Board shall serve without compensation except for such reasonable traveling expenses for their services as may be established by the Board.

3. Said Board of Health shall select its own Chairman and formulate and issue any rules and regulations necessary for the prevention of disease and preservation of public health and such rules and regulations shall be subject to the approval of City Councils of Bethlehem and Allentown.

4. The existing ordinances of Bethlehem and Allentown shall continue in full force and effect until the said Board of Health correlates the health ordinances of both Cities. The existing health bureaus of both Cities shall remain intact for the enforcement and promulgation of the existing health ordinances and those to be promulgated by the respective Cities.

5. The Board shall appoint a Medical Director for a term of four (4) years, who shall be a physician, approved as to qualifications by the Pennsylvania Department of Health. He shall act as Secretary of the Board and shall direct the operations of the Allentown Bureau of Health and the Bethlehem Bureau of Health. He shall recommend the employment of all personnel to the Allentown Bureau of Health and the Bethlehem Bureau of Health in accordance with the minimum standards set by the Pennsylvania State Department of Health, to enforce the health laws of the Commonwealth, the rules and regulations of the State Department of Health and the by-laws of the said Bi - City Health Board. No personnel shall be employed by either the Allentown Bureau of Health or the Bethlehem Bureau of Health except at the recommendation of the Medical Director.

In the employment of personnel, the Director shall be subject to the standards approved by the State Advisory Health Board, November 1, 1963. This is in accordance with procedure established in Act 322, approved August 24, 1951.

6. The Medical Director shall serve as Health Officer for the Cities of Allentown and Bethlehem. He shall have the same personnel prerogatives with respect to each City which the Health Officers of said Cities presently enjoy. Said Medical Director shall be an employee of either City, as determined by the Bi - City Health Board. He shall be entitled to all employment benefits to the same extent that he would possess if he were solely an employee of said City. His compensation, including the cost of any fringe benefits, shall be paid by both Cities on the basis of fifty-nine (59%) percent allocated to Allentown and forty-one (41%) percent to Bethlehem.

7. The Medical Director shall have the authority to assign any employee of either the Allentown Bureau of Health or the Bethlehem Bureau of Health to perform duties in either City, as the Medical Director sees fit. Any employee under the direction of the Medical Director shall act in accordance with the Rules and Regulations relating to health of the City in which such employee is assigned.

8. The Councils of Bethlehem and Allentown shall annually appropriate funds for the operation of the Bi - City Health Board. This appropriation toward an approved general budget shall be on the basis of fifty-nine (59%) percent contribution by Allentown and forty-one (41%) percent by Bethlehem. This percentage shall be adjusted annually in accordance with the population figures furnished by the State Planning Board.

Payment by the State to each City for the budget shall be on the basis of payment of fifty-nine (59%) percent to Allentown and forty-one (41%) percent to Bethlehem, subject to the aforesaid adjustment.

9. This Agreement shall be effective as of July 1, 1964.

IN WITNESS WHEREOF, the CITY OF BETHLEHEM and the CITY OF ALLENTOWN have caused these presents to be duly executed by their proper officials, they being thereunto specifically authorized to do so, this 7th day of July, 1964.

CITY OF BETHLEHEM

BY: _____
MAYOR

ATTEST:

CITY CONTROLLER

CITY OF ALLENTOWN

BY: _____
MAYOR

ATTEST:

CITY CLERK

JOINT RECREATIONAL FACILITIES

SEATTLE SCHOOL DISTRICT NO. 1 AND BOARD OF PARK COMMISSIONERS, WASHINGTON

This Agreement, made this _____ day of _____ 1963 between the Board of Directors of the Seattle School District No. 1 and the Board of Park Commissioners of the City of Seattle, sets forth governing terms and policies for the joint construction and use of recreational facilities at the R. H. Thomson Junior High School, 13052 Greenwood Avenue North, Seattle, Washington.

I. GENERAL INTENT :

It is the general intent of this agreement that two public agencies join in the construction and operation of a public building, each paying its just and fair share of the costs prorated as to use of facilities required. It is further intended that all such joint use shall be exercised in an efficient and economical manner so that such public services may be extended to the largest number of persons.

It is agreed that the School District No. 1 will convey by deed, without further consideration, to the City of Seattle the following described property:

Beginning at the northwest corner of the southwest one-quarter Section 19, Township 26 North, Range 4 East, W. M. thence S $0^{\circ}12'06''$ E 662.47 feet, thence N $89^{\circ}58'32''$ E., a distance of 705 feet, thence S $0^{\circ}1'28''$ E., a distance of 88 feet to the true point of beginning, continuing S $0^{\circ}1'28''$ E., a distance of 130 feet, thence S $89^{\circ}58'32''$ W., a distance of 57.33 feet, thence N $0^{\circ}1'28''$ W., a distance of 130 feet, thence N $89^{\circ}58'32''$ E., a distance of 57.33 feet to the true point of beginning,

on which will be constructed a portion of the building for social and recreational purposes, and the City of Seattle will convey by deed, without further consideration an equal amount of land to the School District No. 1, described as follows:

Starting at the southwest corner of the northeast one-quarter of the southwest one-quarter of Section 19, Township 26 North, Range 4 East, W. M., thence N $0^{\circ}38'07''$ W 40 feet to true point of beginning, thence continuing N $0^{\circ}38'07''$ W 623.43 feet, thence S $89^{\circ}39'30''$ E 11.89 feet, thence S $0^{\circ}38'07''$ E 623.43 feet, thence N $89^{\circ}37'30''$ W 11.89 feet more or less to the true point of beginning.

II. CONSTRUCTION OF FACILITIES :

The Board of Park Commissioners for the City of Seattle and the Seattle School Board for the Seattle School District No. 1 agree that the City of Seattle shall join with the Seattle School District No. 1 in the employment of an architect, who shall design a combination gymnasium for the School District and recreational unit to be owned by the City of Seattle under jurisdiction of the Board of Park Commissioners. It is understood that mutual agreement has been reached on design and construction specifications to combine both structures as one unit.

The School District shall pay all cost of construction, including architect's fees and sales tax. The City of Seattle agrees to reimburse the School District for

its portion of the cost as listed below and computed on the basis of bids:

Construction	\$ 80,927.00
Architect's fee	4,855.62
Sales tax	<u>3,237.08</u>
	\$ 89,019.70

It is further agreed that unforeseen additional costs that apply to the Park unit will be paid by the City of Seattle upon mutual agreement of both parties.

III. MAINTENANCE AND OPERATION :

It is the intent of the parties that the School District will perform maintenance and custodial services for the entire building after its completion, the cost of which will be prorated between the two public bodies in accordance with the proportionate use thereof by each body.

It is agreed that the School District shall exercise jurisdiction over its portion of the building and the Board of Park Commissioners shall exercise jurisdiction over its portion, excepting custodial and maintenance service.

IV. USE OF FACILITIES :

It is agreed that there shall be a joint use of the facilities as constructed by the School District and City of Seattle. It is understood that the School gymnasium shall be available to the Park Department after 5:00 p.m. each week day unless otherwise scheduled for school use. The Park Department will apply on the usual permit basis for use of school facilities and the School District use of Park Board facilities shall likewise be by the usual permit basis, or by further agreement which is mutually beneficial to both parties concerned and the general public.

Signed this _____ day of _____ 1963:

CITY OF SEATTLE
BY: BOARD OF PARK COMMISSIONERS

W. J. Dahl, President

ATTEST:
C. G. Erlandson, Secretary

By _____
Deputy Secretary

Signed this _____ day of _____ 1963

SEATTLE SCHOOL DISTRICT NO. 1
BY: BOARD OF DIRECTORS

ATTEST: President

Secretary

JOINT RECREATION PROGRAM

CITY OF ST. LOUIS PARK AND INDEPENDENT
SCHOOL DISTRICT NO. 205, MINNESOTA

THIS AGREEMENT, Made and entered into as of the 13th day of August, 1956, by and between CITY OF ST. LOUIS PARK, hereinafter called the "City," party of the first part, and INDEPENDENT SCHOOL DISTRICT NO. 205, Hennepin County, Minnesota, hereinafter called the "School District," party of the second part, wherein

IT IS AGREED AS FOLLOWS:

1. The City of St. Louis Park and Independent School District Number 205 enter into this agreement pursuant to the authority of Section 471.16 Minnesota Statutes, 1945, for the purpose of cooperating in providing a program of public recreation and playgrounds for the residents of the City of St. Louis Park, and said School District.
2. The City and The School District agree to jointly sponsor a public recreation program.
3. The public recreation program so sponsored will be operated by the City in behalf of both Sponsors, under the direct supervision of its Director of Parks and Recreation, and the general supervision of its City Manager and City Council as provided in Section 1:120 of the ordinance attached and in conformity with the City Charter and all applicable City Ordinances, and in conformity with this agreement. The City agrees that supervision of the program shall be by employees meeting accepted professional standards of competence.
4. The receipts and disbursements required for the operation of the program will be accounted for in a separate city fund which shall be included in the City's annual budget.
5. The receipts of said fund shall consist of:
 - (a) Appropriation from the City's General Fund as provided in the adopted budget.
 - (b) Payments from the School District pursuant to this agreement.
 - (c) Gifts, bequests and donations that may be made from any source for furthering the public recreation program, accepted jointly by the City and the School District.
 - (d) Endowments or grants from private or public agencies for public recreation purposes, accepted jointly by the City and the School District.
 - (e) Earnings, fees and charges resulting from the operation of a public recreation program.
6. The disbursements from said fund shall be made for public recreation purposes only, in conformity with the adopted budget, and shall be made pursuant to procedures required by law for disbursement of City monies.
7. The program of public recreation to be provided each calendar year shall be agreed to by both Sponsors prior to the adoption of the City's annual budget for the ensuing calendar year and shall be reflected therein. This will be achieved

by submission of the City Manager's recommended budget for public recreation to the City Council and the Board of Independent School District Number 205 not later than September 1st of each year in order to permit study and agreement by the Sponsors, and adoption of the results thereof in the City's annual budget prior to September 25th of each year.

8. As a part of such study of the City Manager's recommended budget for public recreation, the Sponsors shall determine the amounts each will contribute to the support of the program for the ensuing calendar year in order that these amounts, along with other anticipated revenues, can be related to the then proposed expenditure budget and necessary adjustments be made by the Sponsors to provide a balance of estimated revenues and expenditures. As an alternate to the procedure prescribed by the preceding sentence, an agreement may be made concerning the relative percentage participation by the Sponsors in the program adopted pursuant to the procedures set forth in Section 7, said agreement to be in force for such period as agreed. Revisions in the adopted budget may be made during any calendar year by agreement of the Sponsors.
9. One-half of the annual payment of the School District pursuant to the determination made in accordance with Section 8 will be made to the City prior to April 1st of each calendar year and the remaining one-half will be made prior to September 1st of the same year.
10. The unexpended and unencumbered cash balance in said fund at the end of each calendar year (other than funds from gifts, bequests, donations, endowments or grants, held in trust for specific purposes) will either be repaid to the Sponsors in proportion to the contributions made during the calendar year wherein the balance accumulated, or credited against agreed contributions for the following calendar year, in each instance at the option of the respective Sponsor.
11. The City and the School District agree to make available, without cost, to the public recreation program such lands, buildings and equipment as each respective Sponsor determines as to such facilities made available by it, to be appropriate. The costs of maintenance, upkeep and utilities for said lands, buildings and equipment made available by the Sponsors will be borne by the respective owning Sponsor and there will be no charge to said recreation fund therefor. The School District will advise the City Manager each year prior to July 15th of its lands, buildings and equipment which may be used for the public recreation program for the following year, and the conditions thereof, in order to assist in the preparation of the City Manager's recommended budget.
12. The City will furnish monthly activity and financial statements to the School District relative to the operation of the public recreation program, and will include therein such reasonable detail as the School District may require.
13. The City will provide by ordinance for a Park and Recreation Advisory Commission, one of whose functions will be to advise the City and the School District with respect to public recreation matters upon request of either Sponsor or upon the Commission shall present to the City and the School District no later than August 1st in each year an annual report which shall contain the Commission's recommendations for budgetary purposes for the ensuing year. Such Commission shall consist of eight members, three of whom shall be residents of the City (at least one of whom shall be a woman) appointed by the Mayor with the approval of the City Council, for terms of two years each; three of whom shall be residents of the School District appointed by the Mayor with the approval of the City Council and of the Board of Independent School District Number 205, for terms of two years each; and two of whom shall be exofficio members as follows:

- (a) One members of the City Council to be selected by the Mayor with the approval of the City Council for a term to be determined by the City Council.
- (b) One member of the Board of Independent School District Number 205 to be selected by and to serve at the pleasure of said Board for a term to be determined by the Board, the term to expire in any case upon the member ceasing to be a member of said Board

14. This agreement shall remain in effect and shall govern the jointly-sponsored public recreation program of the City and the School District, subject, however, to the right of either Sponsor to terminate this agreement on notice in writing to the other Sponsor prior to June 1st of any year with respect to the program for the ensuing calendar year. In case of such termination, the lands, buildings, equipment and other facilities owned by the School District shall not, without further consent of the School District, be available to the recreation program after the end of the current calendar year; the unexpended and unencumbered cash balance in the recreation fund at the end of the current calendar year shall be repaid to the sponsors pursuant to Section 10 hereof; and any other assets or properties then part of the recreation program shall belong to the City.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF ST. LOUIS PARK

By _____
Mayor

Approved as to Form and Legality:

and _____
City Manager

INDEPENDENT SCHOOL DISTRICT NO. 205
HENNEPIN COUNTY, MINN.

City Attorney

By _____
Chairman

and _____
Clerk

JOINT LIBRARY AUDIO-VISUAL SERVICES
MODEL AGREEMENT--CALIFORNIA

WHEREAS, the following public agencies: the CITY OF _____,
the CITY OF _____,

_____ , and each of them, maintain
and operate as a division of agency of local government, a Public Library; and,

WHEREAS, each of the public agencies provides the necessary public funds for the
operation of the public libraries; and,

WHEREAS, each of the public agencies has the power to approve the expenditure of
funds of the part of the public library for the procuring of films to be made available
to persons utilizing the public library facilities; and,

WHEREAS, it has been found and determined that the creation of a common film or
audio visual inventory in which the respective public library of each of the public
agencies may participate will greatly increase the availability of a more extensive sup-
ply of films or audio visual media, thereby providing additional benefit to all persons
using the respective library facilities as the same are maintained by each of the public
agencies; and,

WHEREAS, the public agencies are authorized to contract with each other for the
joint exercise of any common power under Article I, Chapter 5, Division 7, Title I of
the Government Code of the State of California;

NOW, THEREFORE, THE FOLLOWING CONTRACTING public agencies: the CITY OF _____
_____, the CITY OF _____,

_____ , and each of them, for
and in consideration of the mutual promises and agreements hereinafter stated and the
performance thereof, and for other valuable and adequate consideration, do hereby prom-
ise and agree for and on behalf of themselves and their successors in interest as
follows:

I

PURPOSE OF AGREEMENT, COMMON POWER TO BE EXERCISED

This agreement, made under the provisions of Article I, Chapter 5, Division 7,
Title I of the Government Code of the State of California, is for the purpose of pro-
viding for the creation and establishment of a common pool or supply of film and audio
visual material which shall be made available to the public library of each of the
contracting agencies on a participating basis. The purpose will be accomplished and
the common power exercised in the manner hereinafter set forth.

II

THE COMMISSION, ITS POWERS AND RESTRICTIONS

To administer and execute this agreement, there is hereby constituted an entity

separate and apart from the entities of the parties to this agreement, to be designated: "THE SOUTHERN CALIFORNIA LIBRARY FILM CIRCUIT COMMISSION", hereinafter referred to as "the Commission".

The Commission may take, acquire, purchase, lease, hold, own, exchange, sell, convey, release and maintain such films and other audio visual media as may be deemed to be in the mutual interest of the parties hereto. The Commission shall prescribe rules, regulations and standards, under and by virtue of which the library facilities of the several contracting entities may participate in the use of all such material. The Commission shall have the power to appoint or employ such officers, agents and professional services as may, from time to time, appear reasonable and necessary in the exercise of its powers under this agreement and shall do all other acts necessary for the exercise of the expressed common power and for the purpose specified in Paragraph I hereof, subject only to such limitations and restrictions as may be set forth herein.

III

COMMISSION MEMBERS

The Commission shall consist of _____ members and the membership of the Commission shall at all times be equal to the number of contracting entities becoming and remaining as a party hereto. Within _____ days after the execution of this Agreement, the governing body of each contracting public agency shall appoint one member who shall be its representative on the Commission. The member shall serve and be subject to removal and replacement at the pleasure of the contracting public agency appointing him and on resignation, removal or incapacity of any member, the contracting public agency that appointed such member shall within _____ days appoint a replacement. Each Commission member shall file with the Commission a certified copy of the Resolution of the contracting public agency which appointed him. The Commission shall elect one of its members President and he shall preside at the meetings. The term of President shall be _____ year and a President may not succeed himself to a successive term.

IV

COMMISSION MEETINGS

The Commission shall fix the time and place for its meetings and shall hold at least one annual meeting. Special meetings may be called from time to time by the President, or upon written request therefor by at least one-third of the members. A special meeting may be called by the President, or upon written demand by one-third of the members of the Commission, by delivering personally or by mail written notice to each Commission member. Such notice must be delivered personally or mailed at least forty-eight (48) hours before the time of such meeting. The call and notice shall specify the time and place of the meeting and the business to be transacted. Business other than as specified in said notice may be considered at such special meeting only upon consent of a quorum of those members present.

All meetings of the Commission shall be open to the public. The Commission shall cause its Secretary to keep full and complete minutes of all meetings which shall be public documents and available for inspection at the office of the Secretary at all times.

Each member shall receive such compensation for his services as shall be determined paid by the contracting agency appointing him.

No business may be transacted without the quorum of the members of the Commission being present. A quorum shall consist of _____ or more members, and _____ votes shall be required to transact business. The Commission shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business.

V

COMMISSION EMPLOYEES

The Commission shall have the power to appoint a Secretary, and may employ and engage such other persons as may be deemed necessary in carrying out the purposes of this agreement. The Secretary and other persons engaged shall receive such compensation as may be fixed by the Commission. The Treasurer of the Commission shall be the person who shall from time to time, be acting as the Treasurer of the City of _____. Except for the Treasurer, none of the officers or other employees mentioned in this Paragraph shall be deemed, by reason of their employment by the Commission to be employed by any of the contracting public agencies. None of the officers or employees mentioned in this Paragraph may be members of the Commission.

VI

FILM AND AUDIO VISUAL SUPPLY

The film and audio visual material subject to the jurisdiction and control of the Commission shall be held, used, replaced at such place or places as may from time to time be designated by the Commission. Participation in the use of all such material by agencies of the contracting parties shall be in accordance with the rules and regulations prescribed by the Commission. The Commission shall have the right to fix the rental or charge to be paid by any agency of a contracting party for the use or loan of such material. The Secretary shall bill all such participants at monthly or more convenient intervals, and all receipts shall be promptly turned over to the Treasurer for deposit to a special account which shall be maintained as the Commission's Account. During the first year of its operation, each of the contracting agencies agrees to pay to or cause to be paid through one of its agencies the sum of \$_____, which shall constitute the operating fund of the Commission to be used for the purposes herein set forth. The Commission shall determine at its annual meeting the amount of funds required for its operation during the year, and shall prepare a budget in accordance with such determination. In order to retain its qualification for membership on the Commission and to receive the benefits of participation in said film and audio visual material, each contracting party shall contribute its pro rata share of said funds.

VII

TERMINATION

This agreement shall remain in force and effect until such time as a majority of the members of the Commission shall agree upon the termination thereof. Any contracting public agency shall have the right to terminate its membership and withdraw from the Commission at any time, provided, however, that such contracting public agency shall not be entitled to any refund as to funds theretofore paid into the Commission Fund as herein provided. In the event this agreement shall terminate by election of the majority of the members of the Commission, all properties then owned by the Commission shall be sold and the receipts therefrom deposited in the Commission's Account. The Account shall

then be divided equally among each contracting public agency having a member on the Commission.

VIII

REPORTS

The Secretary shall prepare or cause to be prepared an annual report which shall include a certified audit of all receipts and disbursements from the previous year, together with an inventory of all material owned by the Commission. A copy of this report shall be delivered to each of the contracting public agencies having a member on the Commission. The Secretary shall furnish such other reports and data as may, from time to time, be requested by the Commission. The Commission shall keep proper books and accounts in which correct entries of all transactions shall be made. The books and accounts shall, upon written request, be subject to inspection by any duly authorized representative of each of the contracting public agencies.

IX

METHOD FOR NEW PUBLIC AGENCIES TO JOIN THE COMMISSION

Any public agency which has a common power, as set forth in Paragraph I of this Agreement, may join the Commission by executing this agreement and agreeing to abide by the terms thereof, provided, the Commission created hereunder by a two-thirds (2/3) vote thereof consents to the new public agency joining the Commission. The Commission shall prescribe the amount of money that shall be deposited by the new public agency joining the Commission as a prerequisite to its becoming a member.

IN WITNESS WHEREOF, the public agencies have caused their names to be affixed hereto by the proper officers thereof as will appear by Resolution of the legislative body of each City. This agreement is signed and executed this _____ day of _____, 19__.

ATTEST:

THE CITY OF _____
A Municipal Corporation

City Clerk

By _____
Mayor

APPROVED AS TO FORM this

_____ day of _____, 19__,

President of the Library Board

City Attorney

Secretary of the Library Board

OPEN-SPACE AGREEMENT
COUNTIES IN NEW JERSEY AND COUNTIES AND PHILADELPHIA IN PENNSYLVANIA

THIS MEMORANDUM OF AGREEMENT, MADE THIS TENTH DAY OF NOVEMBER, 1964, (AMONG THE STATE OF NEW JERSEY AND COMMONWEALTH OF PENNSYLVANIA) BUCKS, CHESTER, AND MONTGOMERY COUNTIES IN THE COMMONWEALTH OF PENNSYLVANIA; CAMDEN, BURLINGTON, AND GLOUCESTER COUNTIES IN THE STATE OF NEW JERSEY; AND THE CITY OF PHILADELPHIA (HEREINAFTER REFERRED TO AS "PUBLIC BODIES OR INDIVIDUALLY AS PUBLIC BODY") HEREBY ESTABLISHES A MEANS OF COOPERATION IN THE JOINT EXERCISE OF RESPONSIBILITY FOR THE ACQUISITION AND PRESERVATION OF PERMANENT OPEN-SPACE LAND IN THE PHILADELPHIA METROPOLITAN AREA.

WHEREAS, ON THE TENTH DAY OF NOVEMBER, 1964, A COMMITTEE KNOWN AS THE REGIONAL OPEN SPACE COORDINATING COMMITTEE WAS ESTABLISHED CONSISTING OF ONE REPRESENTATIVE FROM EACH OF THE AFOREMENTIONED PUBLIC BODIES UPON ITS EXECUTION OF THIS AGREEMENT; FOR THE PURPOSE OF COORDINATING THE OPEN-SPACE ACTIVITIES OF PUBLIC BODIES IN THE PHILADELPHIA METROPOLITAN AREA.

WHEREAS, PURSUANT TO THIS AGREEMENT, THE COORDINATING COMMITTEE WILL RELATE AND INTEGRATE THE INDIVIDUAL PLANS FOR OPEN-SPACE OF EACH PUBLIC BODY, SO THAT THE INDIVIDUAL PLANS WILL BE RECONCILED WITH OPEN-SPACE PROPOSALS THROUGHOUT THE URBAN AREA FOR THE PRESERVATION AND ACQUISITION OF OPEN-SPACE LAND AND IS CHARGED WITH FACILITATING COOPERATION AMONG THE VARIOUS PUBLIC BODIES IN THE URBAN AREA TO BEST PROMOTE THE ACQUISITION AND PRESERVATION OF PERMANENT OPEN-SPACE LAND.

WHEREAS, TITLE VII OF THE HOUSING ACT OF 1961 AUTHORIZED THE HOUSING AND HOME FINANCE ADMINISTRATOR TO HELP FINANCE THE ACQUISITION OF TITLE TO, OR OTHER PERMANENT INTEREST IN, OPEN-SPACE LAND.

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT WITNESSETH, THAT EACH PUBLIC BODY AGREES AS FOLLOWS:

1. IT IS THE INTENTION OF THE PARTIES HERETO TO COOPERATE WITH EACH OTHER IN THE JOINT EXERCISE OF RESPONSIBILITY FOR THE ACQUISITION AND PRESERVATION OF

PERMANENT OPEN-SPACE LAND IN THE PHILADELPHIA METROPOLITAN AREA AND IN THE DEVELOPMENT OF SUCH PLANS, POLICIES AND PROCEDURES AS WILL BEST PROMOTE THAT OBJECTIVE.

2. AS A BASIS FOR PROGRAMS FOR THE ACQUISITION OF TITLE TO, OR OTHER PERMANENT INTEREST IN LAND TO BE USED AS OPEN-SPACE LAND, EACH PUBLIC BODY SHALL PREPARE OR CAUSE TO BE PREPARED, A LONG-RANGE OPEN-SPACE PLAN FOR THE PART OF THE URBAN AREA OVER WHICH SUCH PUBLIC BODY EXERCISES RESPONSIBILITY FOR THE PRESERVATION OF OPEN-SPACE LAND. EACH SUCH LONG-RANGE PLAN FOR OPEN-SPACE SHALL CONFORM TO THE GENERAL DEVELOPMENT PLAN WHICH EACH PUBLIC BODY IS AUTHORIZED TO ADOPT.

3. PRIOR TO THE ACQUISITION OF TITLE TO, OR OTHER PERMANENT INTEREST IN OPEN-SPACE LAND OR WHEN FEDERAL AID WILL BE SOUGHT, OR PRIOR TO THE FILING OF AN APPLICATION WITH THE HOUSING AND HOME FINANCE AGENCY FOR A GRANT UNDER TITLE VII OF THE HOUSING ACT OF 1961, EACH PUBLIC BODY SHALL SUBMIT AN OPEN-SPACE LAND ACQUISITION PROPOSAL TO THE COORDINATING COMMITTEE FOR REVIEW, ADVICE AND RECOMMENDATIONS AS TO ITS CONFORMANCE TO THE GENERAL DEVELOPMENT PLAN AND SUCH OTHER COMPREHENSIVE PLAN OR PLANS OR PART THEREOF. EACH OPEN-SPACE LAND ACQUISITION PROPOSAL SHALL CONTAIN (A) A MAP SHOWING THE LOCATION OF THE LAND FOR WHICH TITLE, OR SOME OTHER PERMANENT INTEREST, IS TO BE ACQUIRED, (B) A STATEMENT DESCRIBING THE INTEREST OR INTERESTS TO BE ACQUIRED, AND (C) THE OPEN-SPACE USE OR USES PROPOSED FOR SUCH LAND.

4. IT IS UNDERSTOOD AND AGREED UPON THAT EACH PUBLIC BODY, IN THE PREPARATION OF LONG-RANGE, OPEN-SPACE PLANS; PURSUANT TO PARAGRAPH 2, AND OF OPEN-SPACE LAND ACQUISITION PROPOSALS, PURSUANT TO PARAGRAPH 3, AND GENERALLY IN THE EXERCISE OF RESPONSIBILITIES FOR THE PRESERVATION OF OPEN-SPACE LAND, SHALL BE GUIDED BY THE REVIEWS, ADVICE OR RECOMMENDATIONS OF THIS COORDINATING COMMITTEE.

5. THIS MEMORANDUM OF AGREEMENT SHALL TAKE EFFECT UPON THE EXECUTION BY THE PUBLIC BODIES RECITED IN PARAGRAPH 1, PAGE 1, THEREAFTER, ADDITIONAL PUBLIC BODIES ON ALL LEVELS OF GOVERNMENTAL JURISDICTION MAY, FROM TIME TO TIME, EXECUTE THIS MEMORANDUM OF AGREEMENT WITHOUT REQUIRING ITS RE-EXECUTION BY PARTIES RECITED IN PARAGRAPH 1, AND EACH SIGNATORY PUBLIC BODY WHICH HAD THERETOFORE EXECUTED THE SAME.

6. NOTHING HEREIN CONTAINED IS INTENDED TO REQUIRE ANY PUBLIC BODY TO TAKE ANY ACTION WHICH IT IS NOT AUTHORIZED TO TAKE, OR TO REFRAIN FROM TAKING ANY ACTION WHICH IT IS REQUIRED TO TAKE, PURSUANT TO THE FEDERAL, STATE OR LOCAL LAW UNDER WHICH SUCH PUBLIC BODY IS CREATED OR UNDER WHICH IT EXERCISES, OR PARTICIPATES IN THE EXERCISE OF RESPONSIBILITIES FOR THE PRESERVATION OF OPEN-SPACE LAND IN ALL OR A PORTION OF THE PHILADELPHIA METROPOLITAN AREA.

7. THIS COORDINATING COMMITTEE WILL BE RE-EVALUATED AT SUCH TIME AS A PERMANENT, CONTINUING COMPREHENSIVE PLANNING AGENCY IS CREATED FOR THE PHILADELPHIA METROPOLITAN AREA.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MEMORANDUM OF AGREEMENT TO BE EXECUTED AND THEIR SEALS HEREON TO BE AFFIXED, THE DAY, MONTH AND YEAR AFORESAID.

ATTEST:

CITY OF PHILADELPHIA

BY _____

ATTEST:

STATE OF NEW JERSEY

BY _____

ATTEST:

COMMONWEALTH OF PENNSYLVANIA

BY _____

ATTEST:

COUNTY OF BUCKS

BY _____

ATTEST:

COUNTY OF BURLINGTON

BY _____

ATTEST:

COUNTY OF CAMDEN

BY _____

ATTEST:

COUNTY OF CHESTER

BY _____

ATTEST:

COUNTY OF GLOUCESTER

BY _____

ATTEST:

COUNTY OF MONTGOMERY

BY _____

JOINT PLANNING AND ZONING COMMISSION

CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA

This agreement made and entered into this 24th day of February 1959, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City" and the County of Lancaster, Nebraska, hereinafter called the "County", is for the purpose of the establishment, operation and maintenance of the Lincoln City-Lancaster County Planning and Zoning Commission, hereinafter called the "Commission".

Now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. The Lincoln City-Lancaster County Planning and Zoning Commission created by City Ordinance No. 6863 and County Resolution No. 1521 shall become effective on 1st day of March, 1959. The present members of the City Planning Commission shall be the members of the Commission. When permissible by law, the membership of the Commission shall be apportioned between the City and County in accordance with the laws of the State of Nebraska. The present staff of the City Planning Commission shall be the staff of the Lincoln City-Lancaster County Planning and Zoning Commission.
2. The City shall provide office space for the Commission.
3. In sharing the expense of the mutually approved Commission budget, the City shall pay eighty (80) per cent and the County twenty (20) per cent, these percentages being determined after consideration of the population and area ratios of the two political areas. The remaining balance of the Commission's budget for the City fiscal year of 1958-59 shall be apportioned on the above basis. At the beginning of each City fiscal year the County shall transmit its share of the Commission budget to the City. The City shall, at the end of the City fiscal year, inform the County of the balance in the Commission's budget, and the County's credit of the remaining balance. All financial and contractual transactions shall be handled by the City after approval by the Board of Commissioners.
4. In the event a contract with a consultant is entered into for the development of all or a part of a comprehensive plan for the City and County, or parts of the City and parts of the County, each unit of government shall contribute to the payment of said contract the amounts allocated to the City and the County by the consultant prior to entering into said contract.
5. The Commission and its staff shall be available to the County on request of the County Commissioners.
6. In the event the combined Commission is dissolved, the furniture and

equipment obtained after its formation shall be returned to each unit of government on the basis of the money contributed to the Commission's budget.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

By _____
Mayor

ATTEST:

COUNTY OF LANCASTER

County Clerk

By _____
Chairman, Board of County
Commissioners

Approved as to Form

City Attorney

VOLUNTARY COUNCIL OF GOVERNMENTS

CITIES, TOWNS AND COUNTIES IN CONNECTICUT, NEW JERSEY, AND NEW YORK

The contracting units of government party to this agreement covenant and agree as follows:

1. Purpose.

It is the purpose of this agreement to establish an interlocal advisory board through which local governmental units of New York, New Jersey and Connecticut in general area commonly known as the New York Metropolitan Region, by association, consultation and study may be aided in dealing with governmental and community problems which transcend the geographic borders of the individual communities and are of common interest.

2. Definitions.

As used in this agreement, the following terms shall have the following meanings:

(a) "Metropolitan region" shall mean all the territory encompassed within the legal boundaries of the City of New York, the counties of Nassau, Westchester, Suffolk, Orange, Dutchess, Rockland, and Putnam in the State of New York; the counties of Essex, Bergen, Hudson, Union, Middlesex, Passaic, Monmouth, Morris, and Somerset in the State of New Jersey; all towns and cities within the area formerly known as the County of Fairfield in the State of Connecticut, and such additional adjoining local governmental units within the States of New York, New Jersey and Connecticut as the Metropolitan Regional Council by a majority vote of all its members may determine.

(b) "Council" shall mean the Metropolitan Regional Council established by this agreement.

(c) "Elected chief executive officer" shall mean the mayor, county executive, the chairman of the board of supervisors of a county which has no executive, the director of the board of chosen freeholders, the first selectman or the supervisor of a town, or the elected executive head of any other contracting unit of government.

(d) "Contracting unit of government" shall mean any local governmental unit party to this agreement, but shall not include a public authority, a school district, an improvement district, or other special district.

3. The Metropolitan Regional Council

(a) There is hereby established an interlocal advisory board to be known as the "Metropolitan Regional Council." The Council shall be composed of the contracting units of government which shall be represented thereon by their elected chief executive officers. To the extent practicable, each such elected chief executive officer shall attend meetings thereof in person, but any such officer may designate another official of his contracting unit of government as his alternate on the Council. Such alternate shall have the powers and responsibilities of his principal and shall act only on the basis of credentials duly filed with the Council in accordance with its by-laws.

(b) The contracting units of government, or as herein provided, their representatives, shall be entitled to one vote each on the Council.

(c) The representatives on the Council shall elect annually from among their number a chairman, a vice-chairman, a treasurer, and an executive board.

(d) Subject to approval by the Council, its executive board shall appoint an executive director who shall serve at its pleasure and who shall also act as secretary, and who, together with the treasurer, shall be bonded in such amount as the Council may require.

(e) Irrespective of civil service, personnel or other merit system laws of any of the contracting units of government, the executive director, subject to the directives of the executive board, shall appoint, remove or discharge such consultants and personnel as may be necessary for the performance of the Council's functions. The executive director shall direct and supervise employees of contracting units of government serving with the Council under arrangements with such units.

(f) Subject to applicable provisions of the law, the Council may establish and maintain a suitable retirement system for its full-time employees, or it may provide for participation in any appropriate retirement system or systems maintained or participated in by any one or more of the contracting units of government. Employees of the Council shall be eligible for social security coverage under agreements therefor to which one or more of the contracting units of government are party or takes such steps as may be necessary, pursuant to the laws of the United States to participate in such program of insurance as a governmental unit. The Council may establish and maintain or participate in such additional programs of employee benefits as may be appropriate.

(g) The Council may borrow, accept, or contract for the services of personnel from any contracting unit of government, the United States, from any of the States of New York, New Jersey and Connecticut or from any agency of the aforementioned states or their subdivisions, or from any organization, institution, person, firm or corporation.

(h) Subject to applicable state laws, the Council may accept for any of its purposes and functions under this agreement donations, grants of money, equipment, supplies, materials and services from any contracting unit of government, the United States or any agency thereof, from the States of New York, New Jersey and Connecticut, or from any agency of two or more of such states or their subdivisions, or any organization, institution, person, firm or corporation.

(i) Whenever authorized and requested by the Council or the executive board, members of the Council may apply for federal aid on behalf of the Council and may accept such aid subject to terms and conditions agreed to by the executive board.

(j) The Council may establish and maintain an office or offices for the transacting of its business in a centrally located place.

(k) The Council shall adopt by-laws for the conduct of its business which shall be consistent with the provisions of this agreement and of any laws applicable hereto and shall have the power to amend and rescind such by-laws. The Council shall publish its by-laws in convenient form and shall file a copy thereof, and a copy of any amendment thereto, with such officer of each contracting unit of government as such contracting unit of government shall designate, and with each agency or officer of the state governments of New York, New Jersey and Connecticut whose approval of this agreement was necessary as a condition precedent to its taking effect or to the participation herein of contracting units of government of its state.

(l) The Council annually shall make to the governing board of each contracting unit of government a report of the activities of the Council for the preceding year, and embodying such recommendations as may have been adopted by the Council. Copies of its annual report shall be filed with each officer or agency entitled to receive copies of by-laws pursuant to subdivision (k) of this paragraph. The Council may issue such additional reports as it may deem desirable.

4. Executive Board

(a) The Council shall elect an executive board consisting of the Chairman of the Council who shall be Chairman of the executive board, and eight members as follows: Three representatives on the Council representing contracting units of government located in the State of New York; three representatives on the Council representing contracting units of government located in the State of New Jersey; and two representatives on the Council representing contracting units of government located in the State of Connecticut. Members of the executive board shall serve for one year or until their successors are qualified, but shall be eligible to succeed themselves.

(b) Except as otherwise required by this agreement, the executive board may exercise the powers of the Council in the intervals between meetings thereof, but no action of the executive board shall be valid or binding if contrary to directions, authorizations or policies adopted by the Council.

5. Meetings

The Council shall meet at least twice a year and may meet at such additional times and pursuant to such call as the by-laws may provide. The executive board shall meet on call of the chairman or at the request of any three members thereof.

6. Powers

The Council shall have power to:

(a) Study, or cause to be studied, any problem or subject relating to the development or welfare of the metropolitan region or any portion thereof embracing more than one contracting unit of government; provided that such problem or subject is within the scope authorized or permitted by the laws of the State of New York, New Jersey, and Connecticut.

(b) Advise and aid in the establishment of cooperative arrangements among governmental units in the metropolitan region.

(c) Render advice and technical assistance on request to such governmental units in regard to local governmental problems having regional aspects.

(d) Make recommendations to the contracting units of government and to other appropriate agencies or entities.

(e) Establish such technical or other committees, whose members may include representatives or alternates on the Council, representatives of state and interstate agencies participating under 7 hereof, and such other persons as may be suitable therefor.

7. The Council shall invite regular and continuing participation in its activities of representatives from the governments of the states in which the contracting units of government are located and from all interstate agencies having jurisdiction over or interest in all or any part of the metropolitan region. Representatives of such state governments and interstate agencies shall be entitled to attend the meetings of the Council and shall have the privileges of the floor.

8. Finance

(a) The Council shall submit to the governing body of each contracting unit of government a budget of its estimated expenditures, revenues, and sources thereof in advance of each fiscal year. The fiscal year shall be the calendar year.

(b) Each of the Council's budgets shall contain specific recommendations of the amount or amounts to be appropriated to the Council by each of the contracting units of government. The total amount of such appropriations shall be apportioned among the contracting units of government on the basis of population, provided that the Council may make such by-laws with respect to appropriations by overlapping units of government as the Council shall deem equitable.

(c) Adoption of a Council budget shall be by the Council at a meeting held on due notice not less than thirty days after such budget has been submitted to each member of the Council by the executive board for study. Except by three-fourths affirmative vote of the total votes on the Council, no budget of estimated expenditures shall be adopted if it contemplates appropriations of more than one cent per capita of population for each contracting unit of government. No contracting unit shall be responsible for any contribution to the budget unless such sum is appropriated by the contracting unit according to law.

(d) The Council shall not pledge the credit of any contracting unit of government.

(e) The Council shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Council shall be subject to the audit and accounting procedures established under its by-laws. However, all receipts and disbursement of funds handled by the Council shall be audited yearly by a certified public accountant and the report of the audit shall be included in and become part of the annual report of the Council.

(f) The Council shall comply with the laws of the states in which one or more contracting units of government are located relating to audit and inspection of accounts.

9. Entry into Force and Withdrawal

(a) This agreement shall enter into force and become binding when adopted by the City of New York in the manner required by Article 14-G of the General Municipal Law of the State of New York and by any four additional contracting units of government, provided that at least two contracting units of government shall be outside the State of New York. Thereafter it shall enter into force as to any eligible unit of government in the State of New York when such unit has adopted it in the manner required by Article 14-G of the General Municipal Law of the State of New York, and shall enter into force as to any eligible unit of government of the State of Connecticut when such unit of government has adopted it in the manner required by Public Act 429 (1961), and shall enter into force as to any eligible unit of government of the State of New Jersey when such unit of government has adopted it in the manner required by Chapter 46, Laws of the State of New Jersey (1962).

(b) Any contracting units of government may withdraw from this agreement by action of its governing body followed by ninety days' notice to the Chairman or Executive Director shall notify each contracting unit of government party to this agreement promptly of the receipt of any such notice of withdrawal.

(c) Except as otherwise provided in the by-laws, no representative on the Council whose contracting unit of government is in arrears in contribution to the Council as contemplated by a budget duly adopted shall be entitled to vote on the Council or the executive board or to receive any services from the Council.

(d) Unless sooner terminated, this agreement shall continue in force for a period of twenty years from its effective date.

10. Termination

This agreement shall terminate twenty years from its effective date or when there shall be fewer than the number of members necessary for the entry into force of this agreement pursuant to paragraph 9 (a) hereof, but withdrawal by the City of New York shall not terminate this agreement if, at the time of such withdrawal, there continues to be at least one other contracting unit of government located in the State of New York.

AMENDMENTS TO THE INTERLOCAL AGREEMENT

11. (a) One representative from each state as designated by the law, or Governor of that state, may serve as a non-voting member of the Council.

(b) The Council and its staff shall make such reports as are required to officers of the three states and shall submit to such examination and investigation as may be directed by the Attorney General, or any other authorized State Official of any of the authorizing states.

(c) The Council shall provide, through its by-laws for the employment of personnel, including their compensation, qualifications and benefits, stating specifically in each case, whether said employee is an employee of the Council or is being provided under an arrangement with a local contracting unit; and

(d) Any requirement with respect to this agreement of the authorizing statutes of any of the states which is not specifically set forth herein, shall be deemed incorporated.

June 20, 1962

JOINT TAX COLLECTION

MECKLENBURG COUNTY AND CITY OF CHARLOTTE, NORTH CAROLINA

This Agreement, made and entered into this 23rd day of May, 1960, by and between Mecklenburg County, a political subdivision of the State of North Carolina, hereinafter called "the County", and the City of Charlotte, a municipal corporation located in said County of Mecklenburg, hereinafter called "the City",

W I T N E S S E T H:

In consideration of the mutual promises herein contained and of the mutual benefits to result therefrom, the parties agree as follows:

1. Pursuant to the provisions of Chapter 742 of the Session Laws of the State of North Carolina for the year 1953, and in the exercise of the authority conferred thereby, the County and City agree to consolidate their tax collection departments to the extent and in the manner herein provided, effective as of the first day of July, 1960.

2. On and after July 1, 1960, and until physical facilities are established in the new County Office Building, all property taxes, poll taxes, dog taxes, license taxes, and all late listing penalties due the County of Mecklenburg or the City of Charlotte shall be collected by the County-City Tax Collector at the offices now being occupied by the Tax Collector for Mecklenburg County and the Tax Collector for the City of Charlotte, under the existing contract between the County and City.

3. The operation of the office of the County-City Tax Collector shall at all times be under the control and supervision of the governing bodies of the County and the City as provided in Chapter 742 of the Session Laws of 1953, hereinabove referred to.

The representatives of the contracting parties herein shall have the right, from time to time, to inspect the records in the Tax Collector's Office and to make such investigation as they may deem necessary in order to determine that said office is being operated efficiently and in accordance with the terms and conditions of this Agreement.

4. The cost of operating and maintaining the consolidated tax collecting departments of the County and City shall be divided between and paid by the parties hereto on the following basis:

To the number of tax receipts and licenses issued for the City there shall be added the number of tax receipts and licenses issued for the County for each year. The ratio that the City tax receipts and license fees bears to the total shall be the share of the expense of the Tax Collector's office to be borne by the City, and the balance of the expense of that office shall be borne by the County. Any unusual expenses of a non-recurring nature and not provided for shall be divided and paid by the County and City on a fair and equitable basis, subject to the approval of the two governing bodies.

5. There shall be no partial payments on either City or County taxes. All partial payments shall be credited against the total tax bill, and shall be prorated between the City and County in proportion to the par amount of the taxes shown on the official receipt.

6. The collection of delinquent taxes, whether by suit or otherwise, shall be handled as directed by the parties to this agreement.

7. The annual budget for the operation of the County-City Tax Collector's Office shall be prepared by the County. Each member of the two governing bodies shall be furnished a copy of all budget requests at least two weeks prior to the joint meeting of the governing bodies to consider the adoption of the Tax Department budget.

8. The records in the office of the County-City Tax Collector shall be so kept as to show separately at all times the amount of County taxes assessed and collected and the amount of City taxes assessed and collected, and the Collector shall account for all such taxes, as provided by law and in accordance with the rules and regulations prescribed by the two governing bodies.

9. The County-City Tax Collector and his assistants and clerks shall furnish bonds to each of the contracting parties to insure the faithful performance of his or their duties and for the faithful accounting to the County and City respectively, of all taxes collected, such bonds as to amount and form to be approved by the Governing Boards of the contracting parties.

10. This agreement shall be in full force and effect for one year from and after the effective date following its execution by the contracting parties, and may be continued or extended from year to year or for longer periods by resolutions of the two contracting parties duly entered in their minutes.

IN WITNESS WHEREOF, the County of Mecklenburg and the City of Charlotte have caused this instrument to be duly executed by their proper officers, this the 25th day of July 1960.

COUNTY OF MECKLENBURG

BY: _____
Chairman, Board of Commissioners

ATTEST:

Clerk of the Board of Commissioners

CITY OF CHARLOTTE

BY: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

County Attorney

City Attorney

JOINT PURCHASING

TOWNSHIP OF WHITEHALL, BOROUGH OF CATASAUQUA, AND CITY OF BETHLEHEM, PENNSYLVANIA

THIS AGREEMENT made this 20th day of October, 1965, between

TOWNSHIP OF WHITEHALL, a Township of the First Class, located in the County of Lehigh, Pennsylvania,

and

BOROUGH OF CATASAUQUA, a Municipal Corporation located in the County of Lehigh, Pennsylvania,

and

CITY OF BETHLEHEM, a City of the Third Class located in the Counties of Northampton and Lehigh, Pennsylvania,

and

OTHER PUBLIC BODIES located within the general Lehigh Valley area which choose to participate in the provisions of this Cooperative Purchasing Agreement as hereinafter provided.

WITNESSETH:

Pursuant to the authority granted by the pertinent Acts of Assembly of the Commonwealth of Pennsylvania providing for cooperation between municipalities and for the joint purchases of materials and supplies, the parties hereto, in consideration of the premises and the mutual promises contained herein, agree as follows:

1. The items and classes of items which may be designated by the parties hereto may be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided. Each of the parties shall designate, in writing, the items to be purchased and indicate therein the quantities desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law.

2. There is hereby established the Lehigh Valley Cooperative Purchasing Council, hereinafter called "Purchasing Council", which shall consist of one representative from each public body participating in this Agreement. The Purchasing Council shall adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

3. The specifications for such items shall be prepared by the Purchasing Council. In all cases where appropriate to the use of the product, the Purchasing Council shall use standard specifications, such as those found in P. D. H. Form 408, ASTM and GSA specifications, and other appropriate standards not herein cited.

4. The party which shall assume the responsibility for advertising for bids shall be designated by the Purchasing Council. Such party shall also be designated to receive and open the bids at the time and in the manner provided by law.

5. All bids shall be on a requirement basis, unless otherwise specifically provided by joint action of the appropriate authority of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

TOWNSHIP OF WHITEHALL

Attest: _____
C. Samuel Kissinger

BY: _____
Arthur E. Wieand

BOROUGH OF CATASAUQUA

Attest: _____
William H. Hansell, Jr.
Borough Secretary

BY: _____
Leonard G. Witt, Mayor

Daniel L. Christ
President of Town Council

CITY OF BETHLEHEM

Attest: _____
Wallace J. DeCrosta
City Controller

BY: _____
H. Gordon Payrow, Jr.
Mayor