

# Appendix C

## Examples of Cooperative Best Practices in Other States

### FROM WISCONSIN: The Keys to Successful Cooperation

In 2001 the Wisconsin Blue-Ribbon Commission on State-Local Partnerships for the 21<sup>st</sup> Century published an excellent report on intergovernmental cooperation. Below are the major steps they identified for successful cooperative efforts.

1. **Identify the need for cooperation.** What service problem or need can the community not face alone, or could be more effectively met by cooperating with nearby communities?
2. **Organize for cooperation.** Bring the issue to the public's attention. Gather the facts and share them with others. Lead or find a good leader on the issue. Provide examples of other communities who have developed successful cooperation projects. Establish a personal relationship with leaders in surrounding communities. Participate in intergovernmental efforts now underway, such as regional planning commissions, economic development and tourism organizations, and local government associations. Publicly suggest cooperative projects that may benefit your community. Convince other leaders to support proposed projects.
3. **Check out legal authority.** Know what is possible under the state constitution, state statutes, and local ordinances. Identify barriers, if any, and lead efforts to remove them.
4. **Ensure the feasibility of the proposed project.** Test the political waters. Conduct a feasibility study if needed, and make sure the project makes sense financially. Make sure there is a means for administering the project.
5. **Negotiate an agreement with participating local governments.** Use persuasive skills to encourage cooperation among local government leaders. Suggest a list of points that must be agreed upon. Propose workable compromises where needed. Involve all participants in preparing a plan for the project.
6. **Prepare the formal agreement.** Draft the contract or letter of agreement, with an initial budget, to be signed by all participants. Get legal assistance. Fully explain the provisions.
7. **Begin the project.** Publicize the agreement, giving full credit to all cooperating parties. Establish a work team and assign leadership responsibilities. Begin thoughtfully using test or pilot operations and phase-ins as necessary. Plan

the first year's operation and refine the initial budget. Assign operating responsibilities.

8. **Operate the project.** Work hard for a smooth start. Announce the implementation of the project. Work out any operational problems quickly and keep good records. Document improvements to services and cost savings, and report regularly to all participants.

9. **Evaluate and seek continuing change and improvement.** Evaluate operations regularly and report progress and problems to all participants. Revise agreements and procedures as needed. Prepare new budgets based on operating experience. Seek new participants if appropriate. Keep citizens informed of the project's status and accomplishment.

## **FROM WISCONSIN: Checklist of players' and stakeholders' concerns**

In 1998, authors Wayne Faust and Christine Dunning of the University of Wisconsin Extension Service created a document titled, *Sharing Government Services: A Practical Guide*. The publication contains examples, checklists, and other useful tools for local governments considering cooperative efforts in public service delivery. The checklist below outlines possible concerns by various stakeholders.

### **STAKEHOLDER: Governmental body**

#### **Legislative**

Will the agreement:

- Affect the legislature's role as a public policy maker? Have an impact on public policy workload?
- Highlight strengths or weaknesses of current system?
- Strengthen or undermine relationships between legislative and executive bodies? Increase or decrease the level of control?
- Affect ability to forecast future needs or conditions?
- Change thinking about jurisdictional boundaries, or turf?
- Create disparity of authority between different levels of government?
- Affect political visibility or identity?
- Increase or reduce the level and cost of services?
- Involve start-up costs?
- Entail planning and analysis costs?
- Provide enough detail?
- Offer a realistic solution to the problem?
- Shift, remove or redefine other issues?

**Executive**

Will the agreement:

- Increase or decrease workload?
- Highlight strengths and weaknesses of present administration?
- Strengthen or weaken leadership or control?
- Change visibility and identity?
- Eliminate positions?
- Affect Civil Service requirements?
- Affect labor contract requirements or reconciliation of differences?
- Affect cost documentation?
- Have an impact on administrative effectiveness?

**STAKEHOLDER: Citizens (Taxpayers and Consumers)**

Will the agreement:

- Increase or decrease real costs?
- Increase or decrease taxes?
- Affect input, control and accountability?
- Affect local identity?
- Consider ethics, fairness, liability and fraud?
- Expand or limit options?
- Foster independence or dependence?
- Change costs or user fees?
- Change entitlements or accessibility to service?
- Change the quality or level of service?
- Affect service availability and eligibility requirements?
- Affect equity, fairness or parity?
- Affect the quality of life?
- Affect the stability of a particular service?

**STAKEHOLDER: Vendors**

Will the agreement:

- Create competition for business from public entities?
- Cause a shift in who has an advantage?
- Bring competition from well-financed competitors?
- Create potential for new markets?

**STAKEHOLDER: Staff****Management**

Will the agreement:

- Change job titles or the number and level of positions?
- Expand or reduce level of control?

- Increase, freeze or cut salaries?
- Increase or decrease workloads?
- Increase or reduce promotional opportunities?
- Increase or decrease responsibilities?
- Promote more or less flexibility?

## **Labor**

Will the agreement:

- Increase or decrease salaries?
- Increase or decrease workloads?
- Increase or decrease costs related to employment (for example, uniforms, commuting expenses)?
- Change benefits?
- Change promotional opportunities?
- Require training or skill upgrades for employees?
- Cover civil service protections and considerations?
- Change performance standards?
- Affect seniority considerations?
- Call for adjustments in the work environment?

## **FROM COLORADO: Best Practices in Intergovernmental Agreements**

In 1999, the Colorado Department of Local Affairs in cooperation with Colorado Counties Inc. and the Colorado Municipal League issued a report called, *Best Practices in Intergovernmental Agreements*. The report summarizes intergovernmental agreements related to planning in the state of Colorado. Many of their recommendations concur with those presented in this document.

- After defining the problem, determine the subject area(s) where the potential for mutual agreement exists. Some intergovernmental agreements (IGA's) obligate the parties simply to jointly fund the hiring of a planning consultant; others exact binding waivers of the right to challenge annexations.
- Determine the relevant governmental units and seek broad participation. Elected officials must be included because their cooperation is needed to adopt and enforce the IGA.
- Design and implement a process for public participation, including the media. Lack of public support can undermine an agreement at the implementation stage.
- Seek preliminary consensus first. A basic "agreement to agree," or an

interim policy IGA, can serve as a building block for a more comprehensive IGA.

- To avoid concerns associated with attempts to bind successive governing bodies, consider including an expiration or termination date, or the option to make exemptions or create variances.
- Keep it moving. Once the parties come to the table, select and agree to some baseline matters. If negotiations are allowed to drag on, interim on-the-ground changes may defeat any consensus previously gained.
- IGAs must be voluntary and consensual to be effective. Regional powerhouses should be wary of exercising political muscle to force an agreement.
- Key components of an IGA should include (1) the defined function of the IGA and the policy rationale supporting it; (2) the implementation and fiscal obligations, and administrative responsibilities, assumed by each jurisdiction; (3) a method of review, evaluation, update, and arbitration or mediation for resolving contract interpretation disputes. The agreement must “set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties.”