

Utilization of Nebraska Interlocal Cooperative Agreements  
by Selected School Districts: A Multi-Site Case Study

by

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and Professor L. James Walter

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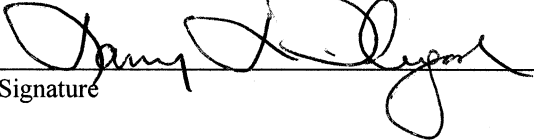
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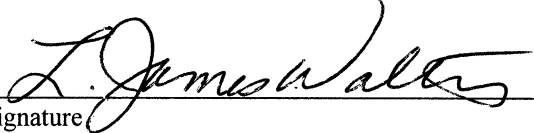
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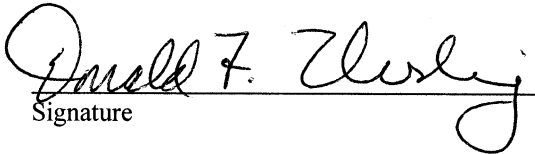
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Utilization of Nebraska Interlocal Cooperative Agreements  
by Selected School Districts: A Multi-Site Case Study

Thomas Sharp, Ph.D.

University of Nebraska, 2005

Advisers: Larry Dlugosh and L. James Walter

In 1963 Nebraska passed legislation which created the Interlocal Cooperation Act. This act allows all political subdivisions, including Nebraska school districts, to form interlocal cooperative agreements which are mutually beneficial to all parties involved.

This multi-site case study investigated 17 diverse interlocal cooperative agreements which were operational for the 2001-2002 school year in selected Nebraska school districts. Investigative questions focused on why interlocal cooperative agreements were implemented, how they impacted the operational procedures, and how they affected educational opportunities.

Themes emerged from the participants' telling of their stories. Aside from the known non-emergent theme concerning the expenditure lid exemption, this case study produced five major emergent core themes: "Other Cooperatives," "Cultivating Trust," "Community Endearment," "Discriminating Partnerships," and "Boundless Potential."

Based upon the data, the researcher concluded: (a) interlocal cooperative agreements were highly utilized in both frequency and diversity, (b) benefits generated through the implementation of interlocal cooperative agreements were genuine and

numerous, and (c) organizational considerations should be considered at the inception of the interlocal cooperative agreement.

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## Chapter 1

### Introduction

#### *Archival Analysis and Research Problem*

Traditionally, units of American government value autonomy. However, fiscal and functional realities have provided the impetus for political subdivisions to seek interdependent delivery of services. Tempering the loss of autonomy has been the implementation of cooperative agreements which bind communities together with a promise of economy yet preserve the notion of self-determination (Margo, 1992, p. 10). All 50 American states have state constitutional and statutory references which authorize intergovernmental agreements, some dating as far back as 1922 (Graves, 1964, p. 740). (See Table 1, Advisory Commission on Intergovernmental Relations Update, 1983, pp. 14-15).

In 1963, the 73rd session of the Nebraska State Legislature created the Interlocal Cooperation Act, based in part on then-current Kansas law (LB 657, *Committee Records*, 1963, p. 4). The Nebraska legislation provided both statutory authority and specified organizational requirements (Uerling, 1983, p. 18). Put simply, the intent of the law was to permit political subdivisions to engage in cooperative agreements which were mutually beneficial. Revisions and clarifications were addressed over time; thus making the formation of interlocal agreements enticing. Such has been the case for numerous Nebraska public school districts.

During the 2001-2002 school year, there were 263 non-elementary-only school districts in Nebraska. One hundred nine (109) of the 263 Nebraska school districts

Table 1

*State Constitutional and Statutory References on Intergovernmental Agreements*

State	State Law Citations	Constitutional Citations	
Alabama	Sec. 10591 466 to 14iii		AL
Alaska	A.S. 29.48010(14)	Art. X, Sec. 13	AK
Arizona	A.R.S. 11-951/11.954		AZ
Arkansas	Sec. 14-901/14-908	Amendment No. 55c	AR
California	Gov. Codes 6500/6583		CA
Colorado	C.R.S. Title 29, Art. 1-201, Part 2	Art. XIV, Sec. 18(2)	CO
Connecticut	C.G.S.A. Sec. 7-339A/7-339L		CT
Delaware	D.C.A. Title 11, Sec. 1944		DE
Florida	F.S.A. Title 11, Sec. 163.01	Art. VIII, Sec. 4	FL
Georgia		Const. Art. IX, Sec. 3, Para. 1 an Art. IX, Sec. 2, Para. 3	GA
Hawaii	H.R.S. Sec. 248-5 and Sec. 46-8	Art. XIV, Sec 5	HI
Idaho	I.C. Sec. 67-2326/67-2333		ID
Illinois	I.R.S. Ch. 127, Sec. 741 et seq.	Art. VII, Sec. 10	IL
Indiana	I.C. 36-1-7/36-1-7-12		IN
Iowa	I.C.A. Sec. 28 E-1		IA
Kansas	K.S.A. Sec. 12-2901/2907 and specific Iowa		KS
Kentucky	K.R.S. Sec. 5 65-210/65-300		KY
Louisiana	L.R.S. Secs. 33: 1321/1334	Art. VI, Sec. 20	LA
Maine	M.R.S.A. Title 30 Secs. 1951/1953		ME
Maryland	M.A.C. Art. 23B Sec. 22 (15)		MD
Massachusetts	M.G. L.A. Ch. 40 Sec. 4A		MA
Michigan	M.C.L. Secs. 124.501/124-512	Art. III, Sec. 5; Art. VII, Sec. 28	MI
Minnesota	M.S.A. 471.59		MN
Mississippi	Code 17-5-1; 17-13-1/17-13-17		MS
Missouri	V.A.M.S. 70.210/79.370	Art. VI, Secs. 14 and 16	MO

Table 1 continues

State	State Law Citations	Constitutional Citations	
Montana	M.C.A. Title 7, Ch. 11, Sec. 101/108	Art. XI, Sec. 7	MT
Nebraska	R.S.N. 23-2201/23-2207		NE
Nevada	N.R.S. 277.080/277.180		NV
New Hampshire	N.H.R.S.A. Ch. 53A		NH
New Jersey	N.J.S.A. 40: 48 B1		NJ
New Mexico	N.M.S.A. 11-1-1/11-1-7		NM
New York	G.M.L. Sec. 244-b; Art. 12C and Sec. 209-S/209-T	Art. IX, Sec. 1(c)	NY
North Carolina	Sec. 160A-461/160A-464	Art. V, Sec. 7	NC
North Dakota	N.D.C.C. 18-10-10; 54-40-01/54-40-09		ND
Ohio	O.R.C.A. Title 3, Sec. 307.14/307.19		OH
Oklahoma	O.S.A. Title 74, Sec. 1001/1008		OK
Oregon	O.R.S. Sec. 190.003/190.110		OR
Pennsylvania	53 Sec. 481/490	Art. IX, Sec. 5	PA
Rhode Island	R.I.G.L. Ch. 40, Sec. 45-40.2		RI
South Carolina	C.L.S.L. 4-9-40; 6-1-20	Art. VIII, Sec. 13	SC
South Dakota	S.D.C.L. 1-24-1/1-24-10 and 2-9-25/2-9-29		SD
Tennessee	T.C.A. 12-19-101/12-19-109	Art. IX, Sec. 3	TN
Texas	T.C.S.A. Art. 4413 (32c)		TX
Utah	U.C.A. Sec. 11-13-1		UT
Vermont	V.S.A. Title 24, Sec. 4801		VT
Virginia	V.C.A. Sec. 15-1-21, Sec. 22-1-26/22-1-27	Art. VII, Sec. 3	VA
Washington	39.34.010		WA
West Virginia	W.V.C. Art. 23, Sec. 8-23-1-8-23-9		WV
Wisconsin	W.S.A. 66.30		WI
Wyoming	U.S. 16-1-101/16-1-109		WY

Source: ACIR staff research, based on legal review current as of June 1983



indicated on their budget pages (see Table 2) that the school participated in one or more interlocal cooperative agreements totaling 182 agreements (see Table 3). It is noteworthy that a comparison between the budget documents and the subsequent State of Nebraska auditor's survey revealed an additional 113 schools were involved in interlocal cooperative agreements, yet these schools did not indicate their involvement in their budget documents.

The 182 duplicated count interlocal agreements were categorized according to the purpose statement required on the budget document. These categories indicated that distance learning cooperatives and cooperatives involving personnel sharing were the two most common areas of implementation. Insurance, alternative education, and shared facility use were also areas well represented. Single digit implementation was submitted for use of police officers in schools, transportation cooperatives, utility agreements, equipment/supplies procurement, fund management, an annexation agreement, and a program to utilize undergraduate college students as local substitute teachers.

On April 4th through the 8th, 2002, the State of Nebraska Auditor of Public Accounts mailed surveys to all political subdivisions, including the 263 class 2, 3, 4, 5, & 6 school districts which the researcher originally investigated via their budget documents. Two hundred twenty (220) schools returned the survey, nearly 84% (*Summary of Nebraska, 2002*). The survey's cover letter and the survey itself are Appendix A and Appendix B, respectively.

In response to the auditor's survey, school district representatives indicated that 509 interlocal agreements existed. The auditor's report made an effort to indicate

Table 2

*Interlocal Dollar Amounts from 2001-2002 Nebraska School Budgets*

School	School ID#	Dollar Amount
Omaha	28-0001	17,101,341
Millard	28-0017	3,953,713
Grand Island	40-0002	3,595,477
Hastings Public	01-0018	615,900
Lincoln	55-0001	605,483
Plattsmouth	13-0001	357,725
Papillion-LaVista	77-0027	315,000
Scottsbluff	79-0032	285,700
Adams Central	01-0090	259,000
Gering	79-0016	205,400
Kearney	10-0007	183,775
Waverly	55-0145	153,995
Theford	86-0001	121,488
Laurel-Concord	14-0054	115,882
North Platte	56-0001	110,250
Leyton	17-0003	106,203
Ashland-Greenwood	78-0001	103,095
Wakefield	90-0560	100,840
St. Paul	47-0001	93,952
Milligan	30-0071	85,927
Callaway	21-0180	84,670
Wood River	40-0083	84,591
Sargent	21-0084	82,843
Ravenna	10-0069	81,241
Southern	34-0001	76,500
South Sioux City	22-0011	73,110
Winside	90-0595	68,500
South Sarpy	77-0046	65,713
Sandhills Public	05-0071	63,700
Weeping Water	13-0022	63,500
Rock County	75-0100	60,000
Neb Unif Dist 1	02-2001	60,000
Arnold	21-0089	55,000
Potter-Dix	17-0009	50,346
Rising City	12-0032	50,000
Central City	61-0004	48,933

Table 2 continues

School	School ID#	Dollar Amount
Palmyra	66-0501	46,050
Mitchell	79-0031	45,000
Cedar Bluffs	78-0107	43,519
Boyd County	08-2002	42,000
Niobrara-Lynch	08-2001	40,000
Crete	76-0002	38,749
Sutton	18-0002	37,690
Conestoga	13-0056	37,500
Wayne	90-0017	37,000
Heartland	93-0096	36,500
Litchfield	82-0015	35,000
Prague	78-0104	34,644
Stapleton	57-0501	32,302
Wauneta-Palisade	15-0536	27,000
Ponca	26-0001	26,943
Exeter	30-0020	34,115
North Loup Scotia	39-0501	24,000
Elgin	02-0018	23,600—median amount
Ainsworth	09-0010	23,270
Hitchcock	44-2001	23,000
Ansley	21-0044	23,000
Newman Grove	59-0013	22,000
O'Neill	45-0007	21,500
Pierce	70-0002	21,000
Stuart	45-0044	21,000
West Holt	45-0025	21,000
Cambridge	33-0021	20,500
Wheeler Central	92-0045	20,000
Dorchester	76-0044	20,000
Chambers	45-0137	20,000
Arapahoe	33-0018	20,000
Brady	56-0006	19,995
Wheatland	68-0112	19,000
McPherson County	60-0090	19,000
Mullen	46-0001	19,000
Keya Paha	52-0100	18,100
Wallace	56-0565	18,000
Burwell	36-0100	18,000
Lodgepole	17-0504	17,868

Table 2 continues

School	School ID#	Dollar Amount
Northwest	40-0082	17,500
Elkhorn Valley	59-0080	17,089
Battle Creek	59-0005	17,000
Creighton	54-0013	17,000
Greeley	39-0007	16,739
Loup City	82-0001	16,500
Lewiston Consol.	67-0069	16,500
Johnson-Brock	64-0023	16,200
Fairbury	48-0008	16,200
McCook	73-0017	60,000
Paxton Consolidated	51-0006	15,514
Sutherland	56-0055	15,000
Wausa	54-0576	15,000
Eustis-Farnam	32-0095	15,000
Dundy County	29-0117	15,000
Overton	24-0004	14,210
Osmond	70-0542	14,000
Raymond Central	55-0161	13,500
Clay Center	18-0070	12,200
Hershey	56-0037	12,000
Medicine Valley	32-0125	12,000
Palmer	61-0049	11,600
Twin Valley	73-0170	11,500
Hyannis	38-0011	11,500
Aurora	41-0504	10,274
Randolph	14-0045	10,000
Allen Consolidated	26-0070	9,620
Yutan	78-0009	9,620
Ord	88-0005	8,250
Plainview	70-0005	7,500
Neligh-Oakdale	02-0009	7,000
Bloomfield	54-0586	5,000
Spalding	39-0055	3,500

Sum = \$31,051,154; Mean = \$284,873; Mode = \$15,000; Range = \$3,500 to \$17,101,341;  
Median = \$23,600

Table 3

*Interlocal Cooperative Agreements From 2001-2002 Nebraska School Budgets*  
*182 Interlocal Cooperative agreements in 13 Categories*

	Type of ICA	Distribution	% of Total
1.	Insurance	17	9.30
2.	Transportation	4	2.20
3.	Distance learning	75	41.20
4.	Facilities	10	5.50
5.	Personnel	48	26.40
6.	Vehicle fuel	1	0.55
7.	Equipment/supplies	3	1.60
8.	Fund management	1	0.55
9.	Police/resource officer	6	3.30
10.	Alternate education	11	6.10
11.	Utilities	4	2.20
12.	Annexation	1	0.55
13.	College undergrads as local sub teachers	1	0.55

duplicated submissions of the same interlocal agreement, but the existence of a high number of entry errors made it necessary to give each recorded agreement singular examination. Three hundred sixty-eight (368) of the 509 interlocal agreements were duplicated submissions. Many of the interlocal agreements were submitted by consortium representatives; some were submitted without the knowledge of all members. Out of the 53 school districts that responded to the auditor's survey that they had no interlocal agreements, consortium directors submitted documents which identified 24 of 53 schools as interlocal agreement partners.

The unduplicated count of interlocal agreements submitted to the auditor was 141, representing 14 categories (see Table 4). From these 141 submitted photocopies of the interlocal agreements, 30 were selected as representative or as relatively unique in their implementation.

Table 4

*Unduplicated Interlocal Cooperative Agreements Submitted to State Auditor's Survey  
Request, 141 Interlocal Cooperative Agreements in 14 Categories*

	Type of ICA	Distribution	% of Total
1.	Insurance	4	2.8
2.	Transportation	2	1.4
3.	Distance learning	16	11.3
4.	Facilities	31	22.1
5.	Personnel	48	34.0
6.	Vehicle fuel	2	1.4
7.	Equipment/supplies	7	5.0
8.	Fund management	8	5.7
9.	Police/resource officer	5	3.5
10.	Alternate education	8	5.7
11.	Utilities	7	5.0
12.	Annexation	1	0.7
13.	College undergrads as local sub teachers	1	0.7
14.	Housing construction	1	0.7

From the 30 photocopied interlocal agreements attained from the state auditor's office, 17 school districts were purposefully selected for interview sessions. In making the selection of the 17 sites, consideration was given to the agreement's purpose and relative uniqueness or representability, the student population of the school district involved, and the geographical location of the school in relation to a major north-south highway. The main emphasis in the purposeful selection process was the stated purpose of the agreement itself in order to achieve a broad perspective.

From the 141 photocopies examined, 30 potential sites were considered. Under the supervision of the external auditor, 17 sites were selected as sources for possible interviews (see Table 5). Interlocal agreements which represented each of the

Table 5

*Seventeen Selected Interview Sites*

Site	Student Population	Location in Relation to US 81	Purpose	Funds Identified
1.	> 4000	west	vehicle fuel	> \$ 25,000
2.	500 - 1000	east	police/resource officer	> \$ 15,000
3.	> 4000	east	transportation	> \$ 100,000
4.	< 500	east	health insurance	> \$ 10,000
5.	< 500	east	undergrad local subs	grant funded
6.	< 500	west	aid housing construct	no funds budgeted
7.	500 - 1000	east	annexation	> \$ 100,000
8.	> 4000	east	prop/wrk comp insurance	> \$ 100,000
9.	500 - 1000	east	equip/supplies	> \$ 20,000
10.	1000 - 2000	east	alternative ed.	> \$ 50,000
11.	500 - 1000	west	shared library facility	> \$ 90,000
12.	< 500	west	shared personnel	> \$ 100,000
13.	500 - 1000	west	shared athletic facility	> \$ 5,000
14.	< 500	west	distance learning	> \$ 15,000
15.	1000 - 2000	west	utilities	> \$ 100,000
16.	> 4000	east	fund management	> \$ 100,000
17.	> 4000	east	personnel mentoring	> \$ 100,000

14 categories in Table 5 were chosen as interview sites, as well as three additional sites involving personnel, insurance, and facilities.

The 17 sites had student populations ranging from over 4000 to less than 500. Ten (10) of the 17 sites were east of the United States Highway 81, a major north-south artery often used to divide the state geographically. Also, the dollar amounts associated with the 17 sites ranged from as little as \$5000 to well over \$100,000: again the actual dollar amounts were often greatly understated to hinder recognition.

Interlocal agreements are a program—a bounded system (Creswell, 1998, p. 61)—an integrated method of public school operations for those districts which chose to seek mutually beneficial partnerships. It is this bounded system which the researcher explored to understand more fully the effects that interlocal agreements have upon educational entities and the delivery of services to the public.

### *Statement of Purpose*

Interlocal cooperative agreements exist under statutory authority. Their overriding mandate is to create a sharing of resources in an arrangement which is mutually beneficial to all partners. Nebraska school districts, motivated by the possibility of maintaining their current level of services or expanding them, have created interlocal agreements in numerous ways for numerous reasons.

The purpose of this multi-site case study was to investigate interlocal cooperative agreements which were in place during the 2001-2002 school year in selected Nebraska school districts in order to identify the major characteristics of the interlocal agreements



and determine through “analysis and synthesis” (Stake, 1995, p. 75) emerging themes and patterns of deeper understanding of the implications of interlocal cooperative agreements.

### ***Research Questions***

#### ***Central Question***

The major question to be addressed was proposed: Why are interlocal cooperative agreements being created in selected Nebraska schools?

#### ***Support Questions***

There were three categories of support questions: implementation questions, impact questions, and descriptive questions (Mertens, 1998, pp. 236-237).

1. How are interlocal cooperative agreements being implemented in Nebraska?
2. How have interlocal cooperative agreements impacted Nebraska schools and their partners?
3. How do participants describe the effects which resulted from the implementation of the program?

### ***Research Design***

A multi-site case study was used “for assembling, organizing, and integrating information (data), and it [the data] results in a specific end product (research findings)” (Merriam, 1988, p. 6). In case study research, the case is the object being studied (Stake, 1995, p. 169). Specifically, in this study, the single case is the interlocal cooperative agreement itself. This case was investigated at multiple school district sites throughout Nebraska; thus this study was designated as a multi-site case study (Creswell, 1998, p. 61). Creswell defined a case as an exploration of a bounded system, and this case

was bounded three ways: by a single issue (the interlocal cooperative agreement), an implementation timeline (the 2001-2002 school year), and a limiting of the number of participants (17). The case study fences in the topic being investigated (Merriam, 1998, p. 27).

Multiple, sufficient sources of data are an important element of case study (Stake, 1995, p. 131). This study analyzed archival data, 263 school district budget documents and 509 interlocal agreements reported to the Nebraska State Auditor, and the transcription data which resulted from recorded interviews.

The interview participants were purposely selected to “show different perspectives” (Creswell, 1998, p. 62). Stake (1995) calls on researchers to choose the best subjects: “‘Best’ usually means those that best help us understand the case” (p. 56).

Moustakas (1994) provided a modification of the Van Kaam method of data analysis which was used in this study. The interviews were taped and transcribed for analysis; quotations from the transcripts were formed into color coded lists of grouped descriptive statements or horizontalization then clustered into core themes which emerged from recurring ideas found in the significant statements or invariant constituents (pp. 120-121).

### ***Definitions***

Support service personnel from the Nebraska Department of Education authored the definitions for the following terms for use in this study:

*Nebraska School District* means the territory under the jurisdiction of a single school board and includes only 263 school districts which offer either both an elementary

and secondary instructional program or just a secondary program, not those school districts which offer elementary-only instruction (which means only Class II, III, IV, V, and VI school districts as defined in NEB. REV. STAT. § 79-102 are included and Class I school districts which are also defined in § 79-102 are not included).

*Interlocal cooperative agreement* is a contractual relationship between Nebraska public agencies as defined by NEB. REV. STAT. § 13-803(2) designed to meet the purposes of the Interlocal Cooperation Act as defined in NEB. REV. STAT. § 13-802.

*Revenue lid* is a limit on property tax levies for the support of government entities as imposed by the Nebraska Legislature and codified in state statute; the present limitation on the property tax levy of Nebraska school districts is a maximum levy of \$1.05 plus exclusions.

*Expenditure budget lid* is a limit on the general fund expenditures of any Class II, III, IV, V, or VI school district. During the research period, budget growth was limited to 0% with some exceptions.

*Expenditure lid exemption* is an expenditure which is excluded from being subject to the expenditure budget lid.

### ***Data Analysis***

Archival data were analyzed using descriptive statistics such as demographics, frequency, and mathematical mean, mode, median, and range.

Interview data were analyzed using an embedded analysis approach applied to each specific site sample. This analysis led to the creation and assertions of emerging themes. This “categorical aggregation” (Creswell, 1998, pp. 153-154) is defined by the

hope of the researcher to form a collection of instances with the goal of discovering issue-relevant meanings.

### ***Delimitations/Limitations***

The study was delimited in transferability because interview sites were purposely selected, not all-inclusive. Also, those interviewed represented only one partner (purposely selected to represent diverse student population and regional geographical location) in the interlocal cooperative agreement, not all parties, so the responses represent limited perceptions. Finally, interlocal cooperative agreements created by elementary-only districts were not considered for investigation because of possible duplication in the budget work of the school district(s) with which they were affiliated.

### ***Significance of the Study***

This research illustrated the variety of beneficial uses for interlocal cooperative agreements, and their potential for greater levels of implementation. This study demonstrated the resourcefulness that individual Nebraska school administrators displayed in utilizing interlocal cooperative agreements to attain educational, financial, and political benefits for their respective school districts. Through good planning and creative applications, school district personnel illustrated the importance of forming mutually-beneficial partnerships with counties, cities, and other school systems. This information could assist in the development of appropriate, effective administrative practices, which in kind could lead to improvements in opportunities for students, parents, and communities. Finally, the findings may provide a base of knowledge upon which further research could be conducted.

## Chapter 2

### Historical Review

#### *National Context*

Since the creation of political subdivisions, elected officials and management personnel have been pressured by contingencies, budget restraints, and the electorate at large to seek efficiencies in purchasing, utilizing human resources, and reducing duplications of services. Often, these efficiencies have been attained through the successful creation and implementation of interlocal agreements.

Table 1 (ACIR, 1983, pp. 14-15) illustrates that all 50 states allow interlocal agreements. Graves (1964) indicated that the authority for state entities to create interlocal agreements comes from state legislatures, state constitutions, and interstate compacts (pp. 740 -742).

Margo (1992) commented on the increasing utilization of interlocal agreements in California, “Their popularity stems from several factors, the most important being that citizens have a sense of control over the service being performed and, therefore, are more willing to accept some loss of autonomy for the promise of future economy” (p. 15).

Graves (1964) wrote “The story of these agreements has been very little dealt with in the literature . . . Outlining the full story of the evolution . . . on interlocal cooperation . . . could be undertaken only with a sizable staff and substantial financial support” (pp. 739-740). Graves continued his observations by asserting “the best available substitute is to try to see what has happened in a few representative States”

(p. 740). This advice was implemented by the researcher in the following examination of the evolution of Nebraska's Interlocal Cooperation Act.

### *Nebraska Context*

This review tracked the evolution of the Interlocal Agreement Act from its inception. The changes in the wording and the extensions of its original purpose were investigated using Nebraska statutes, legislative history, germane attorney general opinions, and relevant court cases.

In 1963, the Seventy-third Session of the Nebraska State Legislature created the Interlocal Agreement Act. State Senator Hal Bridenbaugh, the principal introducer, commented on the purpose of the Act during the floor debate where he stated:

Well, the bill is just a bill of allowing lower branches of government, below the state level, to cooperate for the benefits of local government. For instance, South Sioux City is cooperating by having Sioux City take care of their sewerage. That's (garbled) but we didn't want this bill broad enough that any time in the future the power companies might . . . think they could use it. It's not for that purpose. It's for the local levels, units of government. (LB 657 *Floor Debate*, 1963, p. 2069)

The original Interlocal Cooperation Act had seven sections: (a) citing the Act; (b) purpose of the Act; (c) definition of terms; (d) powers endowed to public agencies, agreement specifics; (e) when agreements need submission for approval; specifically prohibits power companies from using this Act; (f) appropriation of funds and personnel; and (g) authorizing and contents of contracts.

Records indicated “. . . the Legislature had considered five bills of a similar nature . . . the introducers combined efforts and . . . recommended that LB 657 should be substituted for the whole group” (LB 657 *Committee Records*, 1963, p. 3).

The Lincoln City Attorney testified that cooperatives between the City of Lincoln and Lancaster County, authorized by Nebraska statutes §§15-751 and 15-752, restricted to any city of the primary class, had been successful (LB 657 *Committee Records*, 1963, p. 4). See Appendix C for 1959 example cooperative agreement between the City of Lincoln and Lancaster County.

In 1971, section three (3) of the Act was amended to expand by definition which entities of the state were eligible to utilize the Act. “The purpose of this amendment is simply to permit any municipal corporation or political subdivision of the State of Nebraska to use the Interlocal Cooperative Act” (LB 874 *Committee Records*, 1971, p. 1).

The 1971 amendment moved the words “drainage districts” around in the text, added “sanitary and improvement districts” and the catchall phrase “or any other municipal corporation or political subdivision of this state.”

In 1973, the first of four court cases, *Gallagher v. City of Omaha* (1973), was heard. Some citizens and taxpayers in Omaha protested a city of Omaha and the University of Nebraska at Omaha agreement which allowed restricted use of Elmwood Park property for UNO parking. At issue was proper authorization for this action. In 1969, the Nebraska Legislature had passed into law §§85-196 through 85-199 which was intended to aid UNO in attaining additional property through aggressive means if necessary. Shortly after the agreement was tentatively reached by the city and UNO, the legislation was repealed in 1971. The court’s decision was that the city did not have the

authority to create such a prohibitive contract, and that this contract was not authorized by the Interlocal Agreement Act.

In 1975, two sections of the Act were amended. In section three (3), the section of definitions, the word *adjacent* was removed so the effect was again to broaden the usage of the Act. Now not only adjacent political subdivisions but any political subdivisions of another state could become partners under the Act. In committee testimony it was explained that, “Section 9 [of LB 104] is an amendment . . . to strike . . . the word ‘adjacent.’ There were some questions raised, whether, when it [the Act] says adjacent political subdivision . . . what exactly that means” (LB 104 *Committee Records*, 1975, p. 24.).

The second change to the Act in 1975 occurred in section five (5). The deliberate language to exclude electric companies was removed. The action was initiated by the Public Works Committee to react to high public interest and to promote the public welfare in empowering public power districts to engage in efficiencies.

The purpose of this bill is to remove any legal restriction upon public power districts, public power and irrigation, and municipal electric systems and rural public power districts and electric membership cooperatives from cooperating in the joint financing, construction, ownership and operation of major electrical generation and transmission facilities in the State of Nebraska. (LB 104 *Committee Records*, 1975, p. 1)

In 1982, the second related court case was heard: *McVarish v. Mid-Nebraskan Community Mental Health Center* (1982). McVarish was fired by the Board of Directors of this organization which was created pursuant to the Interlocal Agreement Act. He alleged that his dismissal was unlawful—a violation of his Federal procedural due process rights guaranteed by the 14th Amendment. The United States District Court for



the District of Nebraska dismissed the case for lack of jurisdiction, but the United States Court of Appeals for the Eighth Circuit, held that “. . . the dismissal of an employee . . . was ‘state action’ for Fourteenth Amendment purposes where governing board was appointed by governmental units specifically for the purpose of allowing the participating government to supervise and allocate resources efficiently.” This ruling reinforced the powers, and subsequent responsibilities and liabilities, which an organization created by the authority of the Act has.

In 1983, the statutory references were recodified; once referenced as §§23-2201 through 23-2207, the Act was designated as §§13-801 through 13-807.

The third court case to deal with issues related to the Act was *Heinzman v. County of Hall* (1983). A civil defense director (employed by an entity created under the auspices of the Act by Hall County and the city of Grand Island) was fired by the county board. The issue related to the Act before the court was to determine if the employee also had to be discharged by the city council as well. The court determined “It is a reasonable construction of the joint resolution [creating the Grand Island-Hall County Civil Defense Agency] that discharge is effective as to both hiring entities” (p. 273).

Also in 1983, the Nebraska attorney general offered opinions concerning the application of the Act. *1983 Op. Att’y Gen. No. 18* advised that two or more counties, by authority of the Act, may establish a contracting agency to provide a public defender for indigents and the position was not subject to the obligation of a general election.

Another related attorney general opinion, *1983 Op. Att’y Gen. No. 152*, advised that a joint body created through application of the Act must publish a summary of its

proceedings and a list of claims allowed. This opinion relied heavily upon the obligation of the entity to uphold the responsibilities imposed upon it by law, as cited in §§13-804 (5).

The year 1991 brought about major expansion of the Act. LB 731 section one added 20 more sections, and language in the original 7 sections was amended. Section three of the Act (definitions) defined the term *joint agency* and deleted the word *any* twice; other minor changes in the Act took place as well.

Section four was expanded with the additions of subsections six and seven.

Subsection six established the powers of joint agencies:

In the event that an agreement made pursuant to this section creates a joint entity, such joint entity shall be subject to control by its members in accordance with the terms of the agreement; shall constitute a separate public body corporate and politic of this state, exercising public powers and acting on behalf of the public agencies which are parties to such agreement; and shall have power (a) to sue and be sued, (b) to have a seal and alter the same at pleasure or to dispense with its necessity, (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, and (d) from time to time, to make, amend, and repeal bylaws, rules, and regulations, not inconsistent with the Interlocal Cooperation Act and the agreement providing for its creation, to carry out and effectuate its powers and purposes. (§13-804)

Subsection seven states, “No entity created by local public agencies pursuant to the Interlocal Cooperation Act shall be considered a state agency, and no employee of such an entity shall be considered a state employee” (§13-804). Committee records reveal that the bill “. . . is a proposed legislative response to a Nebraska Supreme Court case (*Roggasch v. Region IV Office of Development Disabilities*, 1988) in which the court. . . .” held that mental health regions which had been created pursuant to the Act were state agencies and subject to application of the State Tort Claims Act (LB 81,

*Committee Records*, 1991, p. 1). The new subsection seven clarified that mental health and mental retardation regions are not state agencies as the Nebraska Supreme Court had previously decided, and the state's interest was to reduce ". . . the potential for exposure for liability for an activity in which the state does not have any direct control" (LB 81, *Floor Debate*, 1991, p. 578).

The majority of the language added to the Act, sections eight through twenty-four and section twenty-six, dealt with the authority to issue bonds in order to finance joint ventures. Generally speaking, these bonds are limited to revenue-generating operations which would have sufficient income to make the bond payments. The introducer of LB 731, State Senator Coordsen, related that the bill would ". . . greatly assist public agencies in becoming more efficient in their cooperative or joint actions on public projects" (LB 731, *Committee Records*, 1991, p. 1).

Senator Coordsen envisioned cooperative efforts to create regional landfills, water treatment plants, and recycling centers, but the application was not artificially limited by statute language or intent; therefore, subsequent use of the bond financing authority has proven to be much more substantial than Coordsen intended. In fact, section twenty-five made it clear that the language of the Act supersedes other regulatory language: "the provisions of the Interlocal Cooperation Act shall be controlling" (LB 731, *Committee Records*, 1991, p. 11).

In addition, section twenty-seven called for the abundant use of the Act: "The Interlocal Cooperation Act is necessary for the welfare of the state and its inhabitants and shall be construed liberally to effect its purposes" (LB 731, *Committee Records*, 1991,

p. 12). Clearly, the Nebraska Legislature meant for the Act to be fully utilized to form partnerships which create efficiencies.

*1993 OP. Att’y Gen. No. 55* advised the Nebraska Commissioner of Education that the Nebraska Department of Education can enter into contractual agreements, in accordance with the Act, with school districts in order to provide special education services for deaf and hard of hearing students.

In 1996, LB 1177 provided amendments to the Act. The words “taxing authority” were inserted into section two dealing with the purpose of the Act in order to clarify that efficiencies in use of tax authority were a reflection of fiscal responsibility. State Senator Jerome Warner stated, “. . . this is an incentive . . . to ensure efforts to become more cost effective” in the area of cooperative efforts (LB 1177, *Floor Debate*, 1996, p. 13, 890).

Also in 1996, subsection three of section three was added to define the term “public safety services”; the previous subsection three was renumbered as subsection four. The new subsection three reads: “Public safety services shall mean public services for the protection of persons or property. Public safety services shall include law enforcement, fire protection, and emergency response services” (§13-803). This is an important addition to the purpose of the Act because it again broadens its potential usage, and when coupled with Nebraska statute §77-3442, it provides a means of combining taxing authority and public safety.

Another amendment to the Act which occurred in 1996 was the insertion of language in section four that requires procedures for levying, collecting, and accounting of tax revenue be specified in an Interlocal agreement, when applicable.

In 1996, the attorney general was asked to advise upon the legality of the Nebraska Public Agency Investment Trust as an entity formed in compliance with the Act. The attorney general answered in the affirmative, citing many sections of the Act to substantiate the opinion (*1996 Op. Att'y Gen. No. 87*).

In 1997, minor technical changes in wording took place in sections one and three.

Also in 1997, section seven made a small but significant change in language.

When a political subdivision utilizes the Act *at least one of the public agencies* must be authorized by law to perform the action. Before the change *each* agency had to be empowered (LB 269 *Committee Records*, 1997, p. 4). State Senator Kristensen related an example of county and city fire districts cooperating and using the spending authority assigned only to city fire departments in order to provide fire protection (LB 269 *Floor Debate*, 1997, p. 7532).

*1997 Op. Att'y Gen. No. 11* dealt directly with questions about application of the Act. Three issues were raised in connection with the Custer County Development Board. First, the opinion clarified that there was a difference between being a party to an Interlocal Cooperative Agreement and being a member of its governing board. To be a party to an agreement, the entity must be a political subdivision, but any private individual or corporate individual may hold an at-large seat on its governing board and have full voting rights unless otherwise restricted in its charter.

Secondly, the opinion advised that the economic activity of an entity created pursuant to the Act is not restricted to its municipal boundaries.

1998 *Op. Att’y Gen. No. 36* advised that once an Interlocal Cooperative Agreement is established pursuant to the Act, each party (in this particular instance Keith County and the city of Ogallala) may levy for additional revenue for their respective costs of maintaining the agreement, provided they are in compliance with the stipulations of Nebraska state statute § 77-3442 which states:

. . . five cents per one hundred dollars of taxable valuation of property subject to the levy may only be levied to provide financing for the county's share of revenue required under an agreement or agreements executed pursuant to the Interlocal Cooperation Act.

In 2001 and again in 2002, stylistic changes were made in the language, but no substantive amendments occurred.

In 2003 the final court case relevant to the utilization of the Act was brought forth in *Kubicek v. City of Lincoln* (2003). This case challenged the legality of Lincoln’s city council action which created a cooperative agreement under the Act without voter approval. The decision, which if reversed could have had catastrophic effects upon the utilization of the Act, was that voter approval was not required. “If an ordinance . . . serves simply to put into execution previously enacted laws, it is clearly executive or administrative in nature . . . and not subject to voter approval” (pp. 528-529).

In 2004, no changes to the Act itself occurred, but regulatory bill LB 939 was passed by the Nebraska Legislature which requires all entities which have an Interlocal Cooperative Agreement pursuant to §§13-801 through 13-827 or a public service agreement pursuant to §§15-751 and 15-752 to submit such information annually to the office of the Nebraska State Auditor (see Appendix D).

## Chapter 3

### Methodology

#### *Rationale for the Selected Qualitative Design*

The study of the case, i.e., the interlocal cooperative agreement, was explored through the application of qualitative research methodology. Qualitative research was chosen to “provide a ‘deeper’ understanding . . . than would be obtained from purely quantitative data” (Silverman, 2000, p. 8). Also, the choice of methodology was guided by “the nature of the research problem and the questions being asked” (Merriam, 1988, p. 32). Yin (1989) explained, “In general, case studies are the preferred strategy when ‘how’ or ‘why’ questions are being posed [and] when the investigator has little control over the events” (p. 13). More specifically, this study was an intrinsic case study “because the case itself is of primary, not secondary, interest” (Stake, 1995, p. 171).

The type of reasoning needed to analyze the data made qualitative research the appropriate methodology: inductive, not deductive, analysis was necessary to interpret findings because inductive analysis investigates specific applications to produce generalizations. Yin (1984) writes “the investigator’s role is to expand and generalize theories” (p. 21). Hamel, Dufour, and Fortin (1993) state “the case study is an inductive approach, perhaps even the ideal inductive approach” (p. 41).

The researcher investigated interlocal cooperative agreements used at multiple school district sites throughout Nebraska; thus the multi-site case study methodology was used (Creswell, 1998, p. 61). The study demanded detailed data collection and composition of seemingly disjointed elements into integrated educational constructs.

Merriam (1988) states “A qualitative inductive multicase study seeks to build abstractions across cases” (p. 154).

### ***Boundaries***

This study explored selected Nebraska schools’ interlocal cooperative agreements which were identified in 2001-2002 budget documents or in a state auditor’s survey. Purposeful sampling of sites took place in order to identify sites which illustrated differing perspectives. Miles and Huberman (as cited in Creswell, 1998, p. 119) identified the employed type of sampling as “stratified purposeful,” which is used to illustrate subgroups and their subsequent comparisons.

### ***Data Collection and Site/Participant Selection***

The sites selected for investigation were purposefully selected. Purposeful selection is the “selection of individuals/groups based on specific questions/purposes of the research . . . [based upon] information available about these individuals/groups” (Tashakkori & Teddlie, 1998, p. 76).

The information used to base the selection process began with descriptive analysis of archival data. The first data collected and then analyzed by the researcher in October, 2001, were mandatory budget documents materials submitted to the Nebraska Department of Education, as well as other recipients. The researcher was allowed unlimited access to the budget material and organized a spreadsheet to record pertinent data for 263 Nebraska school districts. For the purpose of this study, elementary-only school systems were not considered for investigation because of duplication in the budget work of the school district(s) with which they were affiliated. Collected data included



school identification number, school name, number and abbreviated purpose of interlocal cooperative agreements which the district claimed for financial purposes, and the dollar amount associated with each interlocal agreement.

From this initial source of data, the researcher categorized the 182 submitted interlocal cooperative agreements into 13 categories (see Table 3).

The second set of archival data were collected by the State of Nebraska's Auditor of Public Accounts in April of 2002. Personnel from the auditor's office mailed surveys to all political subdivisions, including the 263 school districts investigated in the previously-mentioned data set (see Appendices A and B). Nearly 84% of the school districts (220 schools) responded to the survey request.

The researcher received a copy of the auditor's report entitled *Summary of Nebraska Political Subdivisions'* (2002). Data recorded on the report's compact disk included name of county, type of subdivision, public agencies involved in agreement, contact information, agreement start and ending date, purpose of the agreement, financial information, and indication if agreement was based upon the Interlocal Agreement Act (Nebraska State Statutes §§ 13-801 through 13-827).

The compact disk provided information on the 509 duplicated submissions: submissions were duplicated because multiple partners of the same interlocal cooperative agreement submitted identical information. Auditor personnel attempted to identify duplicated submissions, but the enormity of the task and the use of multiple data entry personnel resulted in numerous errors in the auditor's report. The researcher meticulously examined the 509 entries, identified 368 duplicated submissions, and attained an

unduplicated count of 141 interlocal cooperative agreements which were categorized into 14 categories (see Table 4).

The survey from the state auditor also requested a photocopy of the locally-generated interlocal cooperative agreement document, if in existence. The researcher was allowed access to the photocopied agreements in November, 2002, shortly after the report was made available to Nebraska state senators. From the auditor's files 30 interlocal agreements were selected and photocopied as representatives of the 14 categories previously created by the researcher.

From these 30 interlocal cooperative agreements attained from the state auditor's office, the researcher (under the supervision of the external auditor) purposely selected 17 school districts for interviews (see Table 5). "No guiding list of rules exists for these decisions. Documents . . . [and] guidance of experienced researchers, and your own good judgment all contribute to sound decisions" (Glesne & Peshkin, 1992, p. 21). Selection criteria included the purpose of the agreement, the student population of the school being considered, and the geographical location of the school in reference to the major north-south United States Highway 81 which served as identifying a school district as either in eastern or western Nebraska. The 17 site selections represented each of the 14 categories identified in Table 4, and 3 additional sites were selected from the categories of insurance, personnel and facilities. From the insurance category, sites were selected for both health insurance and property insurance purposes; from the personnel category, sites were selected for both shared personnel and a personnel mentoring program; and from

the facilities category, sites were selected for both an athletic facility and a library cooperative.

Participants were central office personnel employed by the 17 selected school districts: 12 of the participants were superintendents and 5 were assistant superintendents.

### *Interview Process*

The researcher received Institutional Review Board approval to proceed with the interview process (see Appendix E).

Before actual interview sessions were held, tentative interview questions were tested and necessary refinements were made. The subject for the pilot session was a school district superintendent who initiated an interlocal cooperative agreement which represented a utilization which was the same as a selected interview site. The piloted interview questions can be found in Appendix F, and the revised interview questions can be found in Appendix G. The piloting resulted in the clarification of question two, the creation of a new question three, and the renumbering of the remaining questions four through eight.

Participants were sent an initial involvement letter outlining the nature of the study and a request for further contact (see Appendix H). Contact was made via telephone or e-mail, and all contacted personnel consented to participate in the study. Each of the participants received, either through e-mail or fax, a photocopy of the interview instrument which identified the interlocal cooperative agreement being investigated. A time and place for the interview was mutually agreed upon.

Of the 17 interviews, 13 took place at the participant's school office, and the remaining 4 interviews took place in Omaha at the annual Nebraska Council of School Administrators conference in November of 2003. These 4 interview participants represented remote western Nebraska sites which would logistically hinder scheduling more than a single interview per day. All the onsite interviews took place at a time of day that allowed other interviews to be conducted in the same geographical area. All the interviews took place in November and December, 2003.

Before the interview began, the terms and conditions of the IRB approved Informed Consent Form (Appendix I) were reviewed with the participant; permission to tape record the interview was received, and appropriate signatures were attained. A duplicate copy of the Informed Consent Form was given to the participant.

The length of the interviews ranged between 45 minutes to 70 minutes. Each interview tape was labeled and transcribed verbatim. The interview transcript was sent to each participant along with a cover letter (see Appendix J) requesting a check for accuracy and for the removing of any statements which made the participant uncomfortable. Of the 17 participants, 4 notified the researcher of revisions or clarifications which replaced the original transcribed material and were used for data analysis.

All data were stored in a secure location and will be preserved for three years after the completion of the study, at which time the material will be destroyed in compliance with IRB requirements.

### *Data Analysis*

Archival data were analyzed using descriptive statistics such as demographics, frequency, and mathematical mean, mode, median, and range. The practical function of this archival analysis was to guide the researcher in the site selection process for the case study interviews by identifying users and uses of interlocal cooperative agreements.

“All qualitative studies involve the combination of data collection with analysis” (Bogdan & Biklen, 1992, p. 72). Interview data were analyzed using an embedded analysis approach applied to each specific site sample. “Analysis involves working with data, organizing them, breaking them into manageable units, synthesizing them, searching for patterns, discovering what is important and what is to be learned, and deciding what you will tell others” (Bogdan & Biklen, 1992, p. 153).

Seventeen different applications of interlocal cooperation agreements were used in this study. Merriam (1998) states “the more cases included in a study, and the greater the variation . . . the more compelling an interpretation is likely to be” (p. 40).

The qualitative researcher concentrates on the . . . [case], trying to pull it apart and put it back together again more meaningfully—analysis and synthesis in direct interpretation . . . [and] seeks a collection of instances, expecting that, from the aggregate, issue-relevant meanings will emerge. (Stake, 1995, p. 75)

This process of data analysis led to the discovery and reporting of thematic generalizations in Chapter 5.

The researcher utilized a modification of the Van Kaam method of data analysis created by Moustakas (1994). The interviews were taped and transcribed for analysis; quotations from the transcripts were formed into color coded lists of grouped descriptive statements called horizontalization (pp. 120-121). The descriptive statements were

subjected to reduction and elimination rubric questions created by Van Kaam, reported by Moustakas (1994): the questions were

Does it [the descriptive statement] contain a moment of the experience that is a necessary and sufficient constituent for understanding it? Is it possible to abstract and label it? Expressions not meeting the above requirements are eliminated. Overlapping, repetitive, and vague expressions are also eliminated. (p. 121).

What remained were significant statements which Van Kaam called “invariant constituents.”

Initially, three broad general clusters of invariant constituents were formed and coded: “educational benefits” coded yellow, “financial benefits” coded pink, and “political benefits” in orange. Then in a second round of analysis, clustering took place around the broad themes of “obstacles” and open-ended “comments,” which were identified as additional meaningful statements in the transcripts using pen and pencil to make notations. A sixth clustering occurred around the major emerging theme labeled “Other Cooperatives.” These six major clusters were grouped collectively from each of the 17 interview transcripts.

The clustered invariant constituents were presented in Chapter 4 as within-case data analysis. Creswell (1998) writes: “When multiple cases are chosen . . . first provide a detailed description of each case and themes within the case, called a within-case analysis” (p. 63).

In Chapter 5 these clustered significant statements were again subjected to Van Kaam’s elimination and reduction rubric to produce “a thematic analysis across cases, called cross-case analysis, as well as assertions . . . of the meaning of the case” (Creswell, 1998, p. 63). In case study research, “The search for meaning often is a search

for patterns” (Stake, 1995, p. 78). The emerging themes from these clustered patterns were reported in Chapter 5.

### ***Validity***

Internal validity (Merriam, 1988, p. 169) of case studies has differing levels of demands. According to Creswell (1998), neither the researcher’s collected verbatim, uncontested descriptions nor the researcher’s assertions as to emerging themes needed little effort towards establishing internal validity (p. 213), and the interview data transcriptions were subjected to member checking (Merriam, 1988, p. 169). For external validity, which is the generalizability of the asserted themes (Merriam, 1988, p. 173), key interpretations were subjected to the scrutiny of a colleague who acted as an external auditor (Glesne & Peshkin, 1992, p. 147).

### ***Reporting of Analysis Results***

Merriam (1988) writes that “The case study offers a means of investigating . . . insights [which] can be construed as tentative hypotheses that help structure future research; hence, case study plays an important role in advancing a field’s knowledge base” (p. 32).

The presentation of the data in Chapter 4 began with a statement of the purpose of the interlocal agreement, and then a presentation of each selected site using forms of the research sub-questions to format posed questions and answers (Yin, 1984, p. 129). The significant statements used to answer the questions were followed by a site summary.

Also, in order to better facilitate the presenting of the data in Chapter 4, the interlocal cooperative agreements were divided into two sections; of the 17 sites,

referring to Table 5, 8 sites represented an unduplicated distribution of 5 or fewer applications, and 9 sites represented an unduplicated distribution of 7 or more applications.

In Chapter 5 the cross-case analysis of the within-case data produced the emergent themes, and these themes were used to support the conclusions of the researcher presented in Chapter 6.