

APPENDIX B: INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROANOKE VALLEY GREENWAY COMMISSION

1. PURPOSE

The purpose of the Roanoke Valley Greenway Commission ("Commission") is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley.

2. SCOPE

This greenway system is intended to enhance the quality of life for Valley citizens and visitors and to:

- (a) provide safe and efficient alternative transportation linkages between recreational sites, open spaces, residential areas, employment centers, educational and cultural facilities, and other activity centers;
- (b) encourage citizen wellness and maintain environments which promote opportunities for recreation activities;
- (c) protect environmental assets and retain beneficial ecological habitats;
- (d) maintain a contiguous urban forest ecosystem to reduce community wide environmental problems such as excessive storm water runoff, air quality degradation, water pollution, and urban climate change;
- (e) promote an appreciation for the Valley's natural, historical and cultural resources and its neighborhoods;
- (f) protect and link significant remnants of the community's undeveloped open spaces, woodlands, and wetlands; and
- (g) enhance the Valley's appearance to encourage tourism, promote economic development, and improve the living environment for residents.

3. EFFECTIVE DATE; ESTABLISHMENT OF COMMISSION

This Agreement shall be effective, and the Commission shall be established, pursuant to §15.1-21, Code of Virginia (1950), as amended, upon its execution pursuant to the authority of ordinances adopted by the governing bodies of each of the City of Roanoke, the City of Salem, the County of Roanoke and the Town of Vinton.

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4. RESPONSIBILITIES AND DUTIES

The Commission shall have the following responsibilities and duties:

- (a) To study the needs of the Roanoke Valley and the desires of the Valley residents as expressed in the *Roanoke Valley Conceptual Greenway Plan*, dated December, 1995, as the same may be amended from time to time, and to work to implement a coordinated system of greenways into each jurisdiction's planning efforts;
- (b) To advise and inform the governing bodies and the citizens of the Valley of existing, planned, and potential opportunities for establishing greenways within the Valley;
- (c) To make recommendations to the governing bodies relative to desirable federal, state, and local legislation concerning greenway programs and related activities;
- (d) To investigate and recommend funding, grants, and/or donations of land, property or services from the Commonwealth of Virginia, the United States of America, their agencies, private citizens, corporations, institutions and others to promote, construct or maintain Greenways within the Roanoke Valley;
- (e) To study and recommend uniform standards for the design and construction of greenways, including sign standards, to be employed Valley-wide;
- (f) To actively pursue and promote public/private partnerships, work closely with the Western Virginia Land Trust and similar nonprofit organizations, and facilitate cooperation among Valley governments in developing, constructing and maintaining a system of greenways throughout the Valley; and,
- (g) To coordinate the efforts of the federal, state and local jurisdictions in the Valley to create a Valley-wide system of greenways and trails that satisfy the needs of all the residents of the Valley, including those with special needs.

5. MEMBERSHIP

- (a) The Roanoke Valley Greenway Commission shall be composed of members, appointed as follows:
 - (1) Three (3) members from each of the participating political subdivisions to be

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appointed by the governing bodies, each for a term of three (3) years, except for the initial appointments which are to be staggered for each representative as a one, a two and a three-year term as determined by the governing body. Each member shall be a resident of the jurisdiction which he or she represents.

- (2) One (1) member appointed by the Metropolitan Planning Organization of the Fifth Planning District Commission for a term of three (3) years.
- (b) In addition to the above members, the following individuals, or their designated representatives, shall serve as ex-officio, non-voting members of the Greenway Commission:
- (1) the chief planning official of each jurisdiction;
 - (2) the official responsible for parks and recreation from each jurisdiction;
 - (3) one representative of the nonprofit group heretofore established to support greenways in the Roanoke Valley; and,
 - (4) one representative of the Western Virginia Land Trust.
- (c) A vacancy for the remainder of any term shall be filled by the governing body making the original appointment.
- (d) The Commission may add ex-officio members, as appropriate, from interested organizations.
- (e) The members of the Commission shall serve without pay.

6. MEETINGS

- (a) The Commission shall hold regular meetings at least once per quarter each calendar year. All meetings and hearings of the Commission shall be open to the public except private meetings may be held pursuant to provisions of the Virginia Freedom of Information Act. Reasonable notice of the time and place of all regular and special meetings shall be given to the public. Meetings shall be called by the chairman or upon request of a majority of the members.
- (b) The Commission shall adopt bylaws necessary to conduct the affairs of the Commission.

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7. OPERATING REVENUE

- (a) The Commission shall not operate as a fiscal agent.
- (b) Funding for staff support to the Commission may be made available as appropriated and administered through an agreed-upon fiscal agent.
- (c) Annual funding requests from the Commission shall be made by February 1 of each year to the governing bodies of the member jurisdictions.

8. ADMINISTRATION

- (a) An annual report shall be prepared and submitted to the governing body of each member jurisdiction each calendar year.
- (b) The Commission may establish any committees necessary to fulfill the responsibilities and duties of the Commission.
- (c) Any greenway coordinator or staff positions of the Commission approved by the governing bodies shall be funded on a per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.

9. DURATION AND TERMINATION

- (a) This Agreement shall remain in force for a period of twelve (12) years unless specifically extended or otherwise modified by action of the governing bodies of all member jurisdictions.
- (b) A participating political subdivision may withdraw from this by adoption of appropriate ordinance.

10. AMENDMENTS

This may be amended only by approval by the governing bodies of each member jurisdiction.

11. LIABILITY

To the extent permitted by law, the participating political subdivisions agree to indemnify, keep and hold the members of the Commission and its staff free and harmless

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from any liability on account of any injury or damage of any type to any person or property growing out of performance of the duties and responsibilities imposed by this Agreement. In the event of any suit or proceeding brought against members of the Commission or its staff, the participating political subdivisions shall pay reasonable costs of defense. Any costs of the participating political subdivisions under this section shall be shared on a per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.

WITNESS our hands and seals this _____ day of _____, 1997.

ATTEST:

Mary J. Parker
City Clerk

CITY OF ROANOKE

By D. L. Brown

ATTEST:

Mary H. Allen
Clerk to the Board

COUNTY OF ROANOKE

By [Signature]

ATTEST:

Forest D. Jones

CITY OF SALEM

By Carl E. Taylor

ATTEST:

Casady S. Ross
Town Clerk

TOWN OF VINTON

By C. Buford Barton

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