

W.S.A.

AGENDA COVER MEMORANDUM

Agenda Date: July 13, 2011

TO: Board of Commissioners

DEPARTMENT: Department of Management Services

PRESENTED BY: Cheryl Betschart, County Clerk
Department of Management Services
Stephen Vorhes, Acting County Counsel

AGENDA ITEM TITLE:
REPORT BACK - DISCUSSION/PROCESS TO REVIEW
POPULATION DENSITIES OF EACH COMMISSIONER DISTRICT
AND MODIFY BOUNDARIES WHERE NECESSARY

I. DISCUSSION/QUESTIONS

How should the Board of Commissioners comply with review of commissioner district boundaries required every 10 years?

First, the BCC decided to once again appoint a 5-member task force to review the population densities of each commissioner district and modify boundaries where necessary. Two at-large members will be appointed from the applicant pool when the appointed taskforce members meet to make a recommendation to the Board. Currently, efforts are under way to schedule a meeting for that purpose. The task force is charged with comparing the existing commissioner districts to the current 2010 census data, adjusting the boundaries to equalize the population distribution within those districts, and making recommendations to the BCC for final adoption.

Second, the task force and Board will review options for analyzing the census data and redrawing the district lines to efficiently consider the impact of those changes and ultimately determine an agreed upon boundary. The process in which the review should occur needs to be determined by the Board.

At the last meeting on April 27, 2011, the Board requested that Oregon counties be surveyed to see what software is being utilized for the redistricting process. All counties were surveyed and the responses indicate 16 counties utilize ESRI/ArcView GIS software; two counties do not use any software. The Board also discussed other options for developing district boundary alternatives

II. OPTIONS/FINANCIAL CONSIDERATIONS/STEPS:

Step #1: To review the existing commissioner boundaries, and compare them to the population changes from the 2010 census, and modify the boundaries to equalize the population within each district.

Option #1: The task force can utilize the recently purchased Moonshadow internet-

based application to adjust the boundary changes. This work would be independently completely by the task force. Moonshadow staff may be available for technical “how to” questions, but the task force would need to direct and complete the work. This application has been utilized by the Oregon Legislature. As far as staff has determined, it is not currently being utilized by any Oregon county at this time. Cost: - \$5,000 to access the internet application, although this has already been purchased by county administration.

Option #2: Utilize LCOG staff to host interactive sessions using the ArcView GIS software to view results as boundaries are altered as directed by the task force in the development of the scenarios and maps for the Board’s final boundary decision. LCOG was successfully utilized for the redistricting process in 1981, 1991, and 2001. This software is currently utilized in 16 counties who responded to a recent survey about the redistricting process. Cost: \$2,500-3,500 for the preparation of scenarios, tables and initial map. data

Step #2: Prepare tables and maps for presentation to the Board.

Option #1: The Moonshadow application does not produce maps of final scenarios. The application, however, could provide a data file of the selected task force boundary recommendations and give the necessary information to LCOG or others to prepare maps for the Board scenario presentation. One possibility mentioned recently is the GIS staff in the Public Works Department. Cost: Apparently, file transfer capability was included in Moonshadow initial cost. If possible, capabilities and estimates of the cost to have maps developed in house will be available at the Board meeting.

Option #2: If LCOG is utilized for step #1 – then they will already have the file data to produce the needed tables and maps for the Board presentation of scenarios. Cost: \$600

Step #3: Final adoption of new commissioner boundary lines by the Board. This step includes coordinating reflection of changes in RLID and Elections data systems, including all final tables and maps. Moonshadow does not offer this data adoption or transfer service. Service would be provided by LCOG. It is unclear whether in house GIS capabilities for this coordination and transfer exist.

III. RECOMMENDATION

1. That an intergovernmental agreement be signed with Lane Council of Governments (LCOG) for assistance with some or all of the commissioner redistricting process.

IV. FOLLOW-UP

As the Board may determine.

V. ATTACHMENTS

- Attachment #1 - LCOG Intergovernmental Agreement for redistrict process
- Attachment #2 – County Redistricting Survey Results

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as LCOG, and Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY.

RECITALS

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and

WHEREAS, COUNTY has the need for assistance in Phase 1 of their Redistricting and Elections Support project; and

WHEREAS, LCOG has staff available to assist the COUNTY on this project.

NOW, THEREFORE, it is agreed that:

1. LCOG shall perform the work tasks described in Attachment A, Scope of Work.
2. LCOG shall submit quarterly invoices to COUNTY. Subject to COUNTY approval of the invoice, COUNTY shall pay LCOG within 30 days of receipt of an invoice. The invoice will be based on actual hourly costs for LCOG personnel plus any direct expenses associated with the work performed. The total cost of this agreement is estimated to be \$3,100 to \$4,100 but shall not exceed \$5,000.
3. Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or are employers that are exempt under ORS 656.126. Each party is also an independent contractor for purposes of the Oregon Worker's Compensation Law (ORS Chapter 676) and is solely liable for any Worker's Compensation coverage under this agreement.

LANE MANUAL

4. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are incorporated by this reference as if fully set forth.

INDEMNITY

5. Each of the parties hereto agrees to indemnify and save the other harmless from any claim, liability, or damage resulting from any error, omission, or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of its responsibilities under this agreement. Obligations of both parties under this provision are subject to limitation of the Oregon Tort Claims Act. Obligations of COUNTY under this provision are also subject to limitation of Article XI, Section 10, of the Oregon Constitution.
6. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this agreement. In the event that the parties alone are unable to resolve any conflict under this agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall

share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon,
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees,
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties, and
- d. Judgement upon award rendered by the arbitrator may be entered in a court in Lane County, Oregon.

TERM AND TERMINATION

- 7. This agreement shall be effective May 1, 2011 through December 31, 2011 unless terminated earlier as set out below.
- 8. This agreement may be terminated by either party upon 30 (thirty) days written notice to the other, for any reason. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.

AMENDMENTS

- 9. No amendment to this agreement is effective unless made in writing and signed by both parties.

LANE COUNCIL OF GOVERNMENTS

LANE COUNTY

George Kloeppel
Executive Director

Liāne Richardson
Acting County Administrator

Date

Date

ATTACHMENT A
SCOPE OF WORK AND COST ESTIMATE
Lane County 2011 Redistricting and Elections Support
Redistricting Support

Task 1: Current Conditions

Prepare a table with the following information: a) 2010 population by existing County Commissioner Districts, b) the equal population figure if Districts were perfectly balanced, and c) the degree of variance between the 2010 population of existing Districts and the ideal equal population. Provide a map displaying existing County Commissioner Districts and, optionally, the residence locations of current County Commissioners.

Task 2: Interactive Modification of Scenarios

Set up and provide one or more interactive sessions with appointed Task Force. Modify scenario(s) as directed by Task Force members, using interactive GIS software to revise District boundaries and display updated population figures in real time.

Task 3: Develop Scenarios for Consideration

Prepare 3 to 5 Scenarios for possible revisions to Commissioner District boundaries, for review by County staff, Board of Commissioners, and members of the appointed Task Force, based on guidelines to be developed by Board of Commissioners. For each scenario, prepare a table displaying 2010 population by District and a map displaying proposed District boundaries, as well as new State Representative District boundaries.

Task 4: Adoption of new District Boundaries

Following the interactive session, in support of Board enactment of final redistricting plan, create a final table displaying 2010 population by Proposed Districts, and a final map displaying Proposed District boundaries. In collaboration with County Counsel and other staff, final map and table will be suitable for attachment to enacting ordinance.

Task 5: Integration of new District Boundaries into Regional Data Systems

After District boundary adjustments are completed and new District boundaries are enacted, coordinate with RLID administrators and with Lane County Elections to ensure that updated County Commissioner Districts are accurately reflected in regional data systems.

(Note: Creation of new Precincts is covered under a separate Agreement and Scope of Work.)

Summary of Estimated Costs

(Actual costs will depend on number of scenarios, revisions, sessions, and modifications.)

Tasks	Cost
1. Develop Population Table and Map based on existing Districts	\$ 400 - 500
3. Conduct Interactive Session(s) with Task Force, as described above	\$ 900 - 1,400
2. Develop 3 to 5 Scenarios, with maps and tables as described above	\$ 1,200 - 1,600
4. Prepare Final Table and Map of New Commissioner Districts	\$ 600
5. Coordinate with RLID and Lane County Elections data systems	No charge
TOTAL	\$ 3,100 - 4,100

Attachment #2 - Redistricting Software Survey Results – May 2011

ArcView - 16

Benton
Clatsop
Crook
Deschutes
Hood River
Jackson
Josephine
Lane
Marion
Morrow
Multnomah
Polk
Union
Wasco
Washington
Yamhill

Other - 1

Douglas – Intergraph Geomedia Pro

Does not utilize any application – 2

Lincoln
Morrow

No Response - 17