

W.3.C.1.

AGENDA COVER MEMO

AGENDA DATE: April 2, 2008
Memorandum Date: March 24, 2008

TO: LANE COUNTY BOARD OF COMMISSIONERS
DEPARTMENT: LANE COUNTY OFFICE OF LEGAL COUNSEL
PRESENTED BY: Teresa J. Wilson, County Counsel



AGENDA ITEM TITLE: In the Matter of Delegating Authority to the County Administrator to Execute an Intergovernmental Agreement with the City of Springfield to Approve Boundary Changes for Metropolitan Wastewater Service District and Willamalane Park and Recreation District

I. MOTION I move to authorize the County Administrator to sign an agreement with Springfield to approve boundary changes for the Metropolitan Wastewater Service District and Willamalane Park and Recreation District.

II. AGENDA ITEM SUMMARY The Board is being asked to approve an intergovernmental agreement with the City of Springfield to have the City process and approve or deny boundary changes that affect the Willamalane Park and Recreation District and the Metropolitan Wastewater Service District (hereinafter Districts), in the interests of efficiency and reduced costs.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History The 2007 legislature adopted a law (Ch 239) which eliminates the Lane County Boundary Commission. Effective January 1, all special district boundary changes are handled by the Lane County Board of Commissioners, and all city boundary changes are handled by the affected city.

On December 12, 2007, the Board adopted fees to recover the costs for processing special district boundary changes which range from \$4,000 to \$24,600, depending on the nature of the change. The City of Springfield has likewise adopted fees for processing city boundary changes.

B. Policy Issues The issue for the Board is whether to delegate the authority to the City of Springfield to handle boundary changes that involve either Willamalane Park and Recreation District or Metropolitan Wastewater Service District (or both) and the City at the same time.

C. Board Goals While the Board's Strategic Plan focuses more on improvements with the Lane County organization, underlying the Plan is the concept of allocation of resources prudently and providing for efficiency in government for our citizens. This proposal addresses those same ideals in the context of the effect on two governments in the interest of reducing the costs and complexities for our shared constituents.

D. Financial and/or Resource Considerations The intergovernmental agreement permits the City to charge fees for processing the districts' boundary changes, recognizing that there may be some increased costs. At a practical level, though, the costs for citizens

should be less than having two separate governments taking action to align the boundaries.

E. Analysis The intergovernmental agreement permits one entity, the City of Springfield, to process boundary changes that affect the Districts at the same time there is a change to the City boundary. This makes sense in a situation where a special district boundary is coterminous with a city, which is the situation with Willamalane and for the non-Eugene portion of Metropolitan Wastewater Service District, so long as there are not issues presented in a boundary change unique to a district that the County should consider. Staff has not been able to identify any such issues, and were one to arise, nothing would prevent consultation between the entities.

Having the ability to simultaneously process the boundary changes will reduce overall governmental costs and fees for citizens. It also avoids the potential for inconsistencies among the boundaries that were intended from the inception of the Districts to be coterminous with the city boundaries, as well as the resulting confusion for voters in the election process and for taxpayers in the assessment process. The election and assessment issues that can arise from inconsistent boundaries are costs that Lane County would bear, without recourse. Given the impending budget reductions, it makes sense to reduce the risk of such costs.

F. Alternatives/Options The Board could choose to retain the authority to process the Districts boundary changes, until such time as it is more comfortable with the boundary change process. Alternatively, the Board can approve this Order, recognizing that there is a 30 day termination clause, which would allow for resuming the function at some point in the future, if that becomes desirable.

Staff will be bringing forward in the near future a discussion of whether to continue the Metropolitan Wastewater Service District. Another alternative would be to postpone any decision until after that discussion.

IV. TIMING/IMPLEMENTATION If the Board approves the Order, the intergovernmental agreement will be processed for signature.

V. RECOMMENDATION I recommend the Board approve the intergovernmental agreement, in the interests of continuing logical boundary changes for the two affected districts and to reduce costs and confusion for constituents.

VII. ATTACHMENTS

Board Order
Exhibit A-t Intergovernmental Agreement

IN THE BOARD OF COUNTY COMMISSIONERS
OF LANE COUNTY, OREGON

ORDER NO. 08-4-2) IN THE MATTER OF DELEGATING AUTHORITY TO
) THE COUNTY ADMINISTRATOR TO EXECUTE AN
) INTERGOVERNMENTAL AGREEMENT WITH THE
) CITY OF SPRINGFIELD TO APPROVE BOUNDARY
) CHANGES FOR METROPOLITAN WASTEWATER
) SERVICE DISTRICT AND WILLAMALANE PARK
) AND RECREATION DISTRICT

WHEREAS, the Lane County Boundary Commission no longer initiates or processes new boundary changes for special districts, as a result of 2007 Oregon Laws Chapter 239, and

WHEREAS, responsibility for processing special district boundary changes in Lane County now resides with the Board of County Commissioners, and responsibility for processing boundary changes to city boundaries resides with city councils, and

WHEREAS, as a consequence, in those situations where a special district boundary is coterminous with a city, the ability to process a boundary change to one boundary will necessitate a second process in order to keep the same consistency of boundaries, which means increased governmental costs and increased fees for citizens and the potential for inconsistencies and confusion for voters in the election process and for taxpayers in the assessment process, and

WHEREAS, this situation can potentially occur with respect to the boundaries of the City of Springfield, and the boundaries of the Willamalane Park and Recreation District and the portion of the boundary of the Metropolitan Wastewater Service District that adjoins the City of Springfield's boundary, and

WHEREAS, the City of Springfield and Lane County are willing to recognize that it is in the best interests of their citizens to have these boundary changes handled simultaneously by one entity,

NOW, THEREFORE IT IS HEREBY ORDERED that Lane County agrees and delegates to the City of Springfield authority to process on its behalf those special district boundary changes that affect Willamalane Park and Recreation District and the portion of the Metropolitan Wastewater Service District that adjoins the City boundary, pursuant to an intergovernmental agreement in substantially similar form to that attached hereto as Exhibit A, and it is further

ORDERED that the County Administrator is delegated authority to execute such an intergovernmental agreement.

DATED this 2nd day of April, 2008.

Chair, Lane County Board of
Commissioners

APPROVED AS TO FORM
Date 3/25/08 Lane county
Jerese G. Miller
OFFICE OF LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY," and the CITY OF SPRINGFIELD, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments 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, effective January 1, 2008, by virtue of 2007 Oregon Laws Chapter 239 (SB 417), the Lane County Boundary Commission will no longer accept new applications for boundary changes; thereafter, cities will process all boundary changes with respect to their boundaries and the County will process all other boundary change matters, including changes to special district boundaries, and

WHEREAS, the CITY boundary is generally coterminous with the boundary of the Willamalane Park and Recreation District and it has been the long-standing desire of both the City and the Willamalane Park and Recreation District that they remain so, and

WHEREAS, by virtue of the intergovernmental agreements establishing the Metropolitan Wastewater Management Commission and the premises by which the Lane County Wastewater Service District was created, the boundary of the CITY is a component of the Lane County Metropolitan Wastewater Service District boundary, and

WHEREAS, for ease of reference for the remainder of this agreement, the Willamalane Park and Recreation District and the Lane County Metropolitan Wastewater Service District shall be collectively referred to as "DISTRICTS," and

WHEREAS, any change to the CITY boundary necessitates a change to the DISTRICTS boundaries, which has, in the past, been handled simultaneously by the Boundary Commission, and

WHEREAS, a difference in timing of such a coterminous boundary change can result in problems for voters in the election process and for taxpayers in the assessment process, and

WHEREAS, it is in the best interests of the citizens and less costly to have the changes to the CITY boundary and the DISTRICTS boundaries happen simultaneously, and

WHEREAS, because of the longstanding partnership of the CITY and the COUNTY with respect to metropolitan wastewater service and park issues, it is in their common interest for those services to be addressed as efficiently as possible,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. On behalf of the COUNTY, the CITY shall process a change to the DISTRICTS boundaries simultaneously with any change to the CITY boundary, following all statutory and legal processes.
2. The CITY shall be authorized to include fees for processing the DISTRICTS boundary changes in any fees it sets for a change to the CITY boundaries.
3. The COUNTY shall refer any citizens who seek a change to the DISTRICTS boundaries to the CITY.
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.

5. Each of the parties agrees to defend, indemnify and hold the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, resulting from or arising out of any negligent performance or failure to perform on the part of the indemnifying party, its officers, employees or agents. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and any applicable limitations of the Oregon Constitution.

6. This agreement shall be effective upon execution and shall continue in force unless terminated earlier as set out below.

7. This agreement may be terminated by either party provided written notice is given to the other party at least thirty (30) days prior to the termination date.

8. No amendment to this agreement shall be effective unless made in writing and signed by both parties.

CITY OF SPRINGFIELD

LANE COUNTY

By: _____
Gino Grimaldi

By: _____
Jeff Spartz

Title: City Manager

Title: County Administrator

Date: _____

Date: _____