

AGENDA COVER MEMO

DATE: February 5, 2003
TO: Lane County Board of Commissioners
DEPT: Public Works
PRESENTED BY: Oliver Snowden, Public Works Director
AGENDA ITEM TITLE: County/City Road Partnership Program Agreements

I. MOTION

Move to authorize the County Administrator to execute County/City Road Partnership Agreements for FY 03/04 with each city in Lane County.

II. ISSUE OR PROBLEM

The Board has chosen to renew the Current County/City Road Partnership Program agreements on an annual basis. The current agreements end on June 30, 2003. New agreements must be authorized if the program is to be continued in FY03/04.

III. DISCUSSION**A. Background**

In 1987, the County initiated Urban Transition agreements with cities through which the County provided Road Fund payments to cities for use on city roads. Cities were generally required to accept jurisdiction of County roads within city limits. The amount transferred to the cities began at \$1,500,000 in 1987. The total annual payment has fluctuated over the years, and since FY00/01 the payment has been \$2,500,000 per year. The name of the program was changed from Urban Transition to County/City Road Partnership in 1992. Since the inception of the program in 1987 through 2002, Lane County has provided its cities over \$56 million in direct payments for use on city streets, subject only to the limitations of Article IX, Section 3(a) of the Oregon Constitution.

The County benefits from the Program because most (but not all) the cities accept jurisdiction of County roads as areas are annexed to the cities. All residents benefit by having a better road system.

B. Analysis

The Secure Rural Schools and Community Self Determination Act of 2000 provides enhanced timber receipt funding through Federal FY05/06. The Act provides an intermediate term, though finite, relief from the declining timber receipts that Lane County faced when the original Road Fund FinPlan was prepared.

During a Leadership Team meeting in October 2002, I presented the Board with updated FinPlan information, based on revenues anticipated under the Act. That update assumed continuation of the County/City Road Partnership at \$2.5 million through County FY07/08 for planning purposes, but recognized that the Board must authorize renewal of the Partnership agreements on an annual basis.

All twelve cities signed the County/City Partnership agreements for FY02/03. Those agreements required each city to submit to the County, by January 1, 2003, a detailed accounting of how FY00/01 Road Partnership funds were used. To date, all cities except Creswell and Oakridge have submitted the accounting reports and have received their FY02-03 payments.

We recommend that the County/City Road Partnership be continued for FY03/04 using the essentially the same agreement as last year, updated and shown as Attachment A. At the current funding level of \$2,500,000, the FY03/04 distribution will be similar to last year's, shown as Table A in the attached agreement.

C. Alternatives/Options

1. Authorize annual County/City Road Partnership agreements for FY03/04 at an aggregate total of \$2,500,000.
2. Authorize annual County/City Road Partnership agreements for FY03/04 at an aggregate total more or less than \$2,500,000.
3. Authorize multi-year County/City Road Partnership agreements.
4. Do not authorize County/City Road Partnership agreements for FY03/04.

D. Recommendations

Option 1.

E. Timing

A decision today will help the cities prepare their FY03/04 budgets.

IV. IMPLEMENTATION/FOLLOW-UP

Upon approval by the Board, agreements will be provided to each city for execution.

V. ATTACHMENTS

Draft FY03/04County/City Road Partnership Agreement
Order
FY02/03 Actual Payment Schedule

COUNTY/CITY ROAD PARTNERSHIP PROGRAM AGREEMENT

BETWEEN: CITY OF _____, a municipal corporation of the State of Oregon (City)

AND: LANE COUNTY, a political subdivision of the State of Oregon (County)

EFFECTIVE DATE: July 1, 2003

RECITALS

In 1987 County indicated its desire to share National Forest Timber Receipts with City as a means to assist in providing improved road services inside city and entered into agreement with City for this purpose.

In 1995, due to declining National Forest Timber Receipts, the existing County/City Road Partnership Program and Regional Roads Agreements were terminated.

Between 1996 and 2000, County continued Road Partnership payments to City under new agreements and subsequent amendments. In 2001, the Board renewed the Road Partnership for one year with a new agreement.

County desires to continue the County/City Road Partnership Program under conditions set by the Board of County Commissioners in the 2001 agreement.

This agreement supersedes all prior Roads Urban Transition, County/City Road Partnership and Regional Roads Agreements.

City will continue to transfer jurisdiction of roads annexed under earlier agreements and will transfer additional roads annexed to City during the term of this agreement.

NOW THEREFORE in consideration of the mutual covenants and commitments herein,

CITY AGREES:

1. To enact legislation necessary to transfer jurisdiction of certain county roads as they are annexed. City shall initiate the action by passage of appropriate municipal legislation that requests surrender of jurisdiction by County over County roads in accordance with ORS 373.270(6), to be effective July 1 of each year, for roads which have been annexed to the City during the prior calendar year. Where appropriate, supplemental maintenance and improvement agreements may be executed between the jurisdictions in order to maintain a logical and efficient service delivery system.

2. To assume complete responsibility under the terms of this agreement for the transferred County roads.
3. To expend all funds received from County under this agreement for the exclusive purposes allowed by Article IX, Section 3(a) of the Oregon Constitution.
4. To submit to County by January 1, 2004, a detailed annual accounting of how FY02/03 funds provided under the County/City Road Partnership were used, in a format prescribed by County.

COUNTY AGREES:

1. To enact appropriate legislation transferring to City's jurisdiction, under the terms of this agreement, roads that are annexed by City.
2. To provide City by December 31, 2003, funding equal to a base amount of \$35,000 plus an amount equal to a percentage of \$2,080,000. The percentage is to be calculated by taking the number of City road miles within City and dividing by the total number of city road miles within the County. The number of city road miles shall be determined by the most recent edition of the OREGON MILEAGE REPORT published by the Oregon Department of Transportation. Estimated payment amounts are shown in Table "A" and will not be finalized until the 2003 OREGON MILEAGE REPORT is published.

PARTIES AGREE:

1. That this agreement shall terminate on June 30, 2004.
2. Each party shall indemnify, hold harmless and defend the other, its officials, agents, and employees, from and against any and all claims, damages, losses, and expenses, including attorney fees, arising in or from its performance of or failure to perform this agreement, subject to legal limitations. However, the County's obligation under this provision shall be subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.

LANE COUNTY

CITY OF _____

By: _____
William A. VanVactor
County Administrator

By: _____

Mayor

Date: _____

Date: _____

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

) IN THE MATTER OF AUTHORIZING THE
) COUNTY ADMINISTRATOR TO EXECUTE
) AGREEMENTS FOR THE COUNTY/CITY
) ROAD PARTNERSHIP PROGRAM FOR
) FY 03/04 WITH EACH CITY IN LANE COUNTY

WHEREAS, the County has participated with the cities of Lane County in a County/City Road Partnership Program, and

WHEREAS, funding authorization for the current Partnership Program Agreements expires June 30, 2003, and

WHEREAS, the Board of County Commissioners has allocated \$2,500,000 for the Program for FY 2003-04, and

WHEREAS, the County/City Road Partnership Program is in the public interest and will benefit County residents; NOW THEREFORE, IT IS HEREBY

ORDERED that the County Administrator be authorized to execute a County/City Road Partnership Agreement with each of the cities in Lane County to fund the Program for FY 2003-04 with a total aggregate amount of \$2,500,000.

DATED this _____ day of February 2003.

Peter Sorenson
Chair, Lane County Board of Commissioners

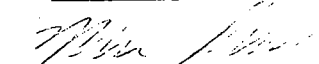
APPROVED AS TO FORM
Date <u>2-10-03</u> lane county

OFFICE OF LEGAL COUNSEL

Table A

County/City Road Partnership Program
FY 2002-2003 Actual Payment Schedule

City	Minimum Payment	City Road Miles	Percentage of City Road Miles	Payment Calculated from % of City Road Miles	Total County/City Road Partnership Payment for FY02-03	
Coburg	\$ 35,000.00	11.64	1.31%	\$ 27,267.32	\$ 62,267.32	
Cottage Grove	35,000.00	40.91	4.61%	\$ 95,833.86	\$ 130,833.86	
Creswell	35,000.00	15.80	1.78%	\$ 37,012.34	\$ 72,012.34	
Dunes City	35,000.00	13.12	1.48%	\$ 30,734.30	\$ 65,734.30	
Eugene	35,000.00	501.13	56.44%	\$ 1,173,923.78	\$ 1,208,923.78	
Florence	35,000.00	36.60	4.12%	\$ 85,737.45	\$ 120,737.45	
Junction City	35,000.00	21.22	2.39%	\$ 49,708.98	\$ 84,708.98	
Lowell	35,000.00	4.69	0.53%	\$ 10,986.58	\$ 45,986.58	
Oakridge	35,000.00	19.33	2.18%	\$ 45,281.56	\$ 80,281.56	
Springfield	35,000.00	200.40	22.57%	\$ 469,447.70	\$ 504,447.70	
Veneta	35,000.00	23.08	2.60%	\$ 54,066.13	\$ 89,066.13	
Westfir	35,000.00	0.00	0.00%	\$ -	\$ 35,000.00	
Total	\$ 420,000.00	887.92	100.00%	\$ 2,080,000.00	\$ 2,500,000.00	

