

W. J. A.
04-5-19-4

AGENDA COVER MEMO

DATE: May 19, 2004

TO: Lane County Board of Commissioners

DEPT: Public Works

PRESENTED BY: Oliver Snowden, Public Works Director

AGENDA ITEM TITLE: Authorizing the County Administrator to Execute Agreements for the County/City Road Partnership Program for up to Three Years with Each City in Lane County

I. MOTION

Move to adopt Board Order authorizing the County Administrator to execute new County/City Road Partnership Agreements for up to three years with each city in Lane County.

II. ISSUE OR PROBLEM

The current County/City Road Partnership agreements end on June 30, 2004. New agreements must be authorized if the program is to be continued beyond 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 \$58 million in direct payments for use on city streets, subject only to the limitations of Article IX, Section 3(a) of the Oregon Constitution.

At its April 28, 2004 road finance meeting with representatives of Lane County's cities, the Board offered to renew the County/City Road Partnership agreements at the current level (\$2.5 million per year) for three years, or until reauthorization of the Secure Rural Schools and Community Self Determination

Act of 2000 (County Payments) is resolved, whichever came first. Acceptance of the Road Partnership funding was conditioned on the cities' willingness to participate with the County in an independent audit of road maintenance operations to evaluate opportunities for efficiencies and consolidation.

B. Analysis

All twelve cities signed the County/City Partnership agreements for FY03/04. Those agreements required each city to submit to the County, by January 1, 2004, a detailed accounting of how FY02/03 Road Partnership funds were used. All cities have submitted the accounting reports and have received their FY03/04 payments, as shown in Table 1. Payments in FY04/05 will be close to the amounts in Table 1, adjusted for changes in city road mileage.

At the April 28th meeting, the cities present indicated a willingness to participate in the road maintenance audit, assuming that the County will pay for the consultant. Consequently, we recommend that the County/City Road Partnership be continued for three years, or until reauthorization of the County Payments legislation is resolved, whichever comes first, at a total payment of \$2,500,000 per year, and that the current distribution formula be retained.

C. Alternatives/Options

1. Authorize County/City Road Partnership agreements for three years, or until reauthorization of the County Payments legislation is resolved, whichever comes first, at an annual amount of \$2,500,000.
2. Authorize County/City Road Partnership agreements for three years, or until reauthorization of the County Payments legislation is resolved, whichever comes first, at an annual amount of more or less than \$2,500,000.
3. Authorize one-year County/City Road Partnership agreements.
4. Do not authorize County/City Road Partnership agreements for FY04-05.

D. Recommendations

Option 1.

IV. IMPLEMENTATION/FOLLOW-UP

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

V. ATTACHMENTS

Table 1 - County/City Road Partnership FY03/04 Final Payment Schedule
Draft County/City Road Partnership IGA

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
) UP TO THREE YEARS WITH EACH CITY IN
) LANE COUNTY

WHEREAS, Lane County has participated with its cities in a County/City Road Partnership; and

WHEREAS, the current Road Partnership agreements expire on June 30, 2004; and

WHEREAS, reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000 is critical to the continued vitality of the County Road Fund and the County's ability to fund future Road Partnership agreements; and

WHEREAS, reauthorization of the Act should be resolved by FY05-06; and

WHEREAS, the Board of County Commissioners has allocated \$2,500,000 per year for the Road Partnership through FY06-07; and

WHEREAS, the Board has conditioned extension of the Road Partnership agreements on the cities willingness to participate in an independent audit of road maintenance services; and

WHEREAS, city representatives, at the April 28, 2004 road finance meeting with the Board, indicated a willingness to provide non-financial participation in such a study; 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 Partnership for three years beginning July 1, 2004, or until reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000 is resolved, whichever comes first, with a total aggregate amount of \$2,500,000 per year.

DATED this _____ day of May, 2004.

Bobby Green, Sr.
Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 5-10-04 lane county



OFFICE OF LEGAL COUNSEL

Table 1

**County/City Road Partnership
FY 2003-2004 Final Payment Schedule**

	Minimum	City	Percent of	Payment Calculated	Total	% of
City	Payment	Road Miles	City Road Miles	from % of City Road Miles	Payment	Total
		2002				
Coburg	\$ 35,000.00	11.64	1.30%	\$ 27,065.53	\$ 62,065.53	2.5%
Cottage Grove	\$ 35,000.00	41.02	4.59%	\$ 95,380.42	\$ 130,380.42	5.2%
Creswell	\$ 35,000.00	16.45	1.84%	\$ 38,249.83	\$ 73,249.83	2.9%
Dunes City	\$ 35,000.00	13.12	1.47%	\$ 30,506.85	\$ 65,506.85	2.6%
Eugene	\$ 35,000.00	502.78	56.21%	\$ 1,169,072.82	\$ 1,204,072.82	48.2%
Florence	\$ 35,000.00	36.60	4.09%	\$ 85,102.96	\$ 120,102.96	4.8%
Junction City	\$ 35,000.00	21.53	2.41%	\$ 50,061.93	\$ 85,061.93	3.4%
Lowell	\$ 35,000.00	4.69	0.52%	\$ 10,905.27	\$ 45,905.27	1.8%
Oakridge	\$ 35,000.00	19.33	2.16%	\$ 44,946.45	\$ 79,946.45	3.2%
Springfield	\$ 35,000.00	203.34	22.73%	\$ 472,809.71	\$ 507,809.71	20.3%
Veneta	\$ 35,000.00	24.04	2.69%	\$ 55,898.23	\$ 90,898.23	3.6%
Westfir	\$ 35,000.00	-	0.00%	\$ -	\$ 35,000.00	1.4%
TOTAL	\$ 420,000.00	894.54	100.00%	\$ 2,080,000.00	\$ 2,500,000.00	100.0%

COUNTY/CITY ROAD PARTNERSHIP 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, 2004

RECITALS

In 1987 County indicated its desire to share National Forest Timber Receipts with City 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 agreement was terminated and was subsequently restructured as the County/City Road Partnership.

The County desires to continue the County/City Road Partnership under conditions set by the Board of County Commissioners.

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 of each year, a detailed annual accounting of how the previous fiscal year's funds provided under the County/City Road Partnership were used, in a format prescribed by County.
5. To provide non-financial participation in an independent audit of road maintenance services to evaluate opportunities for efficiencies and consolidation performed by a consultant hired by the County. This audit is expected to be complete by December 31, 2004.

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 of each year of this agreement, 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 OREGON MILEAGE REPORT for the year in question is published.

PARTIES AGREE:

1. That this agreement shall terminate on June 30, 2007, or by action of the Board of County Commissioners when reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000 is resolved by Congress, whichever comes first.
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: _____