

Memorandum Date: August 12, 2009
Order Date: N/A

W.T.C.

TO: Board of County Commissioners
DEPARTMENT: Administration, Intergovernmental Relations
PRESENTED BY: Alex Cuyler, Intergovernmental Relations Manager
Jeff Spartz, County Administrator
AGENDA ITEM TITLE: United Front partnership

I. MOTION

None required

II. AGENDA ITEM SUMMARY

Lane County has an active annual agenda with regards to federal lobbying. It partners with group of local agencies to mutually seek federal appropriations and policies that are beneficial to the entire region. The presence of this united front in Washington is well valued by the federal delegation through the vetting of projects and issues that is done at the community level.

This partnership has been developed over the past twenty years and remains dynamic. It has been held together through regular communications, written guidance, and formalized Memorandums of Understanding.

At issue is how the partnership includes within its ranks representation for projects from across Lane County. Specifically, the cities of Junction City, Florence, and Veneta have expressed a desire to gain involvement in the process, loosely termed the "United Front" for purposes of this memo.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

- Each year the Board of County Commissioners is presented with a Board Order outlining projects and policies that will be put forth to the United Front as Lane County projects. The final project selection process for the group as a whole comes from a negotiation at SEL.
- Within the framework of the United Front developed to date, Lane County is expected to take the lead on "one time" or "smaller" projects that cities in Lane County may propose (with the exception of United Front founding members Eugene and Springfield). The framework also speaks to new members "buying in" to the United Front effort.
- In 2008, the Board's selection of United Front projects included a project of significance to Veneta. There was no formal selection process utilized to include Veneta's project from a pool of small city projects that may have existed.

B. Policy Issues

The provision of representation to small cities within the framework of the United Front process brings with it risks for the existing partnership due to increased potential for competing projects. It is this risk that must be balanced against the increased access to the federal process that the smaller cities in Lane County desire.

Additionally, adopting a small city project will likely require that the County eliminate one of its own priorities to make room amongst a relatively narrow specter of funding opportunities.

Finally, there is a policy question (outlined in greater detail in Section D) regarding the necessary follow up activity that is required to successfully gain a federal appropriation, especially in this era of decreased public support for congressionally directed spending (earmarks).

C. Board Goals

D. Financial and/or Resource Considerations

Lane County employs an Intergovernmental Relations Manager whose role is to advocate for legislative policies and pursue funding opportunities for strategic projects. The annual trip to Washington, DC is only one part of the work that must be done to achieve success. The Board will need to determine how much of this individual's time should be spent providing support for a particular Lane County city.

This question may be examined in light of the options for moving forward presented in Section F.

E. Analysis

The collaborative approach to federal advocacy was developed over 20 years ago and was focused on securing transportation funding from the federal government, primarily due to the positions held by members of Congress and the abilities of the advocacy firm hired in DC to provide representation to the collaboration. The founding partners include Lane County, Eugene, and Springfield. Over the years, other agencies also became involved (or dropped out), including the Lane Transit District, the Springfield School District, Willamalane Park and Recreation District, and more recently, the cities of Coburg and Cottage Grove.

Smith Dawson Andrews is the lobbying firm that has consistently represented each of the entities on an individual basis. One of the consistent agreements has always been that the partners will be represented by one firm. Another consistent agreement has always been that the final list of projects adopted will come as a result of the recommendations made by the professional staff at the lobbying firm and the leadership group of administrators (SEL).

F. Alternatives/Options

- 1.) Direct the County Administrator to develop an RFP like process through which any city within Lane County may apply to have their project considered as a United Front project. The final selection could be at the discretion of the Board, and each city will recognize that their project may not be included in the final cut, and that it may take several years (successful appropriations often take 3-4 years) before another "opening" may occur.
- 2.) Direct the County Administrator to work with the United Front partners and Smith Dawson Associates to develop a concept that separates United Front projects into metro-centric projects as opposed to rural projects such that any Lane County city may participate in the

appropriation process. This may or may not be done with the assurance that each discreet partner is able to provide not only the contractual arrangement with the lobbying firm, but also demonstrates an ability to finance the annual lobbying trip and the follow up work necessary to move a project to success.

3.) Undertake an amendment to the existing MOU regarding the existing partners and modernize the language therein.

IV. RECOMMENDATION

Staff recommends option 3 at a minimum in order to update the membership in the effort.

V. TIMING/IMPLEMENTATION

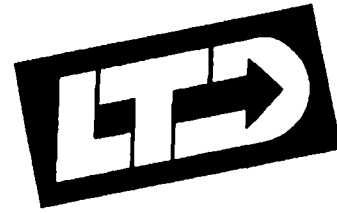
The process for identifying and selecting projects typically begins in the summer months and involves formal selections and winnowing that occurs through the fall, with a formal document development completed during January and February. The annual lobbying trip occurs in March.

VI. FOLLOW-UP

Staff will continue to update the Board dependent on the direction provided.

VII. ATTACHMENTS

2004 Intergovernmental Agreement



2004-04
INTERGOVERNMENTAL AGREEMENT
REGARDING FEDERAL LOBBYING SUPPORT
AMONG LANE TRANSIT DISTRICT, LANE COUNTY,
CITY OF SPRINGFIELD, CITY OF EUGENE,
CITY OF COBURG, AND SPRINGFIELD SCHOOL DISTRICT

PARTIES:

Lane Transit District (LTD), an Oregon municipal corporation;
 Lane County (County), a political subdivision in the State of Oregon;
 City of Springfield (Springfield), a unit of local government in the State of Oregon;
 City of Eugene (Eugene), a unit of local government in the State of Oregon;
 City of Coburg (Coburg), a unit of local government in the State of Oregon; and
 Springfield School District #19.

Lane Transit District

*P.O. Box 7070
 Eugene, OR 97401-0470*

Phone: 541-682-6100

Fax: 541-682-6111

TTY: 800-735-2900

E-mail: ltd@ltd.lane.or.us

Internet: www.ltd.org

RECITALS:

- A. WHEREAS, ORS 190.003–190.010 provides that units of local government may enter into agreements with any other unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or its agents have authority to perform; and
- B. WHEREAS, ORS 190.002, for purposes of such intergovernmental cooperation, defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, or entity organized and existing under statute or city charter; and
- C. WHEREAS, a coalition of local governments in the Eugene/Springfield area have collaborated successfully on federal issues in the past 15 years; and
- D. WHEREAS, this coalition, also known as the "United Front," has established a coordinated federal agenda and a single federal priorities document; and
- E. WHEREAS, such a coalition requires staff support and coordination of lobbying trips to Washington D.C.; and
- F. WHEREAS, there is great benefit to the Eugene/Springfield community to speak with one voice to the Oregon Congressional delegation; and
- G. WHEREAS, the Oregon congressional delegation has indicated that continuation of such a coalition has merit.

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

- A. The parties to this agreement shall jointly share in the cost of staff support to the coalition; and
- B. Principal staff for coordinating agenda, timing, and Washington, D.C., meetings shall be Linda Lynch, Government Relations Manager at LTD; and
- C. Parties to this agreement shall retain the services of one government relations firm to represent the coalition of the Eugene/Springfield governments; and
- D. New parties may be added to this agreement by written notification to all parties, and the new party will be expected to agree to the terms of this agreement; and
- E. Termination of this agreement may occur by mutual agreement, or by any party giving at least thirty (30) days' written notice to the other parties; and
- F. This agreement may be changed upon the execution of amendments to the agreement approved by all parties; and
- G. All parties shall have access to documents and records of LTD pertinent to the agreement; and
- H. The parties will meet to negotiate resolution of problems or conflicts concerning interpretation or implementation of the terms of this agreement. If the parties agree, a neutral third party may be used to help facilitate the negotiations.

LTD RESPONSIBILITY

- A. Coordination of agendas, timing, and meetings.
- B. Invoicing other parties as follows:

County:	Invoice annual flat fee of <u>\$2,000.00</u>
Springfield:	Invoice annual flat fee of <u>\$2,000.00</u>
Eugene:	Invoice annual flat fee of <u>\$2,000.00</u>
Coburg:	Invoice annual flat fee of <u>\$2,000.00</u>
Springfield School District #19:	Invoice annual flat fee of <u>\$2,000.00</u>

- C. Apportion direct costs of printing, shipping, meeting, and other expenses and invoice the other parties in addition to the flat fee.

CONTACTS

Each party to this agreement shall designate staff members to receive notices and to serve as liaison to one another. The contacts for each party are as follows:

Lane Transit District
Linda Lynch
Government Relations Manager
Telephone #: (541) 682-6147

Lane County
William VanVactor
County Administrator
Telephone #: (541) 682-4207

City of Eugene
Dennis Taylor
Title: City Manager
Telephone #: (541) 682-5010

City of Springfield
Cynthia Pappas
Title: Assistant City Manager
Telephone #: (541) 726-3700

City of Coburg
William M. Hudson
City Administrator
Telephone#: (541) 682-7850

Springfield School District
Nancy Golden
Title: Superintendent
Telephone #: (541) 726-3200

INDEMNITY

LTD shall indemnify and hold harmless other parties herein from all suits or actions of every name and description brought forth on account of any damage, injury (including death), or loss that may have been caused or may have resulted from the carrying out of the work to be done under the contract or from any act, omission, or neglect of LTD, its subcontractor, or its employees.

INTEGRATION

This contract embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This agreement shall not be amended, except in writing and signed by all parties.

TERMS OF AGREEMENT

This agreement shall be effective immediately upon the signatures of all parties. This contract will automatically renew each year, unless terminated by one party giving the appropriate notice.

INTERPRETATION

This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

SIGNATURES

Lane Transit District

Lane County

By: Linda Lynch

By: William VanVactor

Title: Government Relations Manager

Title: County Administrator

Date: Feb. 3, 2004

Date: 2/3/04

City of Eugene

By: *David M. Taylor* SM

Title: *City Manager*

Date: *February 3, 2004*

City of Springfield

By: *Cynthia Pappas*

Title: *Assistant City Manager*

Date: *1-30-04*

Springfield School District #19

By: *Nancy Blaw*

Title: *Superintendent*

Date: *February 4, 2004*

City of Coburg

By: *[Signature]*

Title: *CITY ADMINISTRATOR*

Date: *2/4/04*