

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS  
OF LANE COUNTY, OREGON

ORDER NO.11-7-27-4 ) IN THE MATTER OF APPROVING AN  
) AGREEMENT WITH LCOG FOR SOME  
) ASSISTANCE TO THE REDISTRICTING  
) TASK FORCE AND BOARD

WHEREAS, the Board of County Commissioners appointed individuals to serve as members of the Redistricting Task Force and charged them with the task of redistricting the five Commissioners' districts of Lane County; and

WHEREAS, some assistance in that effort can be provided by Lane Council of Governments (LCOG) along with other tools available to the Task Force and Board in considering different options and possibilities; and

WHEREAS, the Board has reviewed and discussed several different options and possibilities for providing assistance to the Task Force and prefers to make available a variety of tools for reviewing alternative redistricting scenarios.

NOW, THEREFORE IT IS HEREBY ORDERED that an agreement with Lane Council of Governments is approved to make those services available to the Redistricting Task Force in addition to other available services as the Task Force sees fit and the County Administrator is authorized to execute such an agreement in substantially the form attached.

DATED this 27~~th~~ day of July, 2011.

  
\_\_\_\_\_  
Faye Stewart, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 7-19-2011 Lane County

  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

## 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 provide assistance to 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, as requested by COUNTY.
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 July 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

\_\_\_\_\_  
Liane Richardson  
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 and when requested by COUNTY, 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.)

<b>Tasks</b>	<b>Cost</b>
1. Develop Population Table and Map based on existing Districts	\$ 400 - 500
2. Conduct Interactive Session(s) with Task Force, as described above	\$ 900 - 1,400
3. 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
<b>TOTAL</b>	<b>\$ 3,100 - 4,100</b>