

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS  
OF LANE COUNTY, OREGON

ORDER NO. ) IN THE MATTER OF SUSPENDING CHANGES TO  
08-7-9-1 ) THE METROPOLITAN WASTEWATER SERVICE  
 ) DISTRICT BOUNDARY AND DELEGATING  
 ) AUTHORITY TO THE COUNTY ADMINISTRATOR  
 ) TO EXECUTE AN AMENDED  
 ) INTERGOVERNMENTAL AGREEMENT WITH THE  
 ) CITY OF SPRINGFIELD

WHEREAS, Lane County has determined that it is in the public interest to suspend any changes to the current boundary of the Metropolitan Wastewater Service District, and

WHEREAS, Lane County and the City of Springfield executed an intergovernmental agreement effective on May 21, 2008, to authorize the City of Springfield to process boundary changes to the Willamalane Park and Recreation District and the Metropolitan Wastewater Service District at the same time as it processes city boundary changes, and

WHEREAS, Lane County now wishes to maintain the current boundary of the Metropolitan Wastewater Service District and process no further changes to its boundary, and

WHEREAS, responsibility for processing district boundary changes in Lane County 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 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 boundary of the Willamalane Park and Recreation District, 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 suspends further changes to the boundary of the Metropolitan Wastewater Service District effective August 1, 2008, and it is further

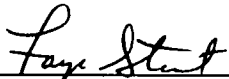
ORDERED that Lane County revokes its previous delegation to the City of Springfield to process boundary changes for the Metropolitan Wastewater Service District made by Board Order No. 08-4-2-2, dated April 2, 2008, and it is further

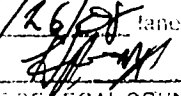
ORDERED that Lane County continues its delegation of authority made by Board Order No. 08-4-2-2, dated April 2, 2008, to the City of Springfield to process on Lane County's behalf those district boundary changes that affect Willamalane Park and Recreation District, pursuant

to an amended 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 amended intergovernmental agreement.

DATED this 9th day of July, 2008.

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

APPROVED AS TO FORM  
DATE 6/26/08 FILE NO. 1  
  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, ("COUNTY"), and the CITY OF SPRINGFIELD, a municipal corporation ("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 ("DISTRICT") and it has been the long-standing desire of both the City and the DISTRICT that they remain so, and

WHEREAS, unless the property is already within the boundary of the District, any change to the CITY boundary necessitates a change to the DISTRICT boundary, which has, in the past, been handled simultaneously by the Boundary Commission, and

WHEREAS, a difference in timing of such a 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 citizens and less costly to have the changes to the CITY boundary and the DISTRICT boundary happen simultaneously, and

WHEREAS, because of the longstanding partnership of the CITY and the COUNTY with respect to park issues, it is in their common interest for park 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 DISTRICT boundary (unless already within the DISTRICT) 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 DISTRICT 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 DISTRICT boundary 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: \_\_\_\_\_