

W.G.B.

AGENDA COVER MEMO

DATE: April 12, 2006 (Date of Memo)
April 26, 2006 (Date of Meeting)

TO: Board of County Commissioners

FROM: LCOG, Milo Mecham, Principal Planner

TITLE: Order No. 06-_____ IN THE MATTER OF ORDERING THE ACCEPTANCE OF THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD AND THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL INVESTMENT PLAN FISCAL AGENT

I. MOTION

MOVE TO ADOPT ORDER NO. 06_____ IN THE MATTER OF ORDERING THE ACCEPTANCE OF THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD AND THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL INVESTMENT PLAN FISCAL AGENT

II. ISSUE OR PROBLEM

Lane County, along with Benton, Lincoln and Linn Counties form the Benton, Lane, Lincoln, Linn County Regional Investment Board (BL3 RIB). The BL3 RIB depends on an intergovernmental agreement for its continued existence. There is an accompanying intergovernmental agreement that appoints the Cascades West Economic Development District as the fiscal agent.

While these agreements last longer than each biennium, they are really based on the biennial process set by the Legislature. They run longer to allow the grants that are made each biennium to be completed.

It is time to renew the agreements by extending the dates of the agreements.

3. The proposed Fifth Amendment to the Intergovernmental Agreement to designate Cascades West as the Fiscal Agent for the Regional Investment Board, and Exhibit A thereto, the 2005-2007 Regional Investment Strategy Scope of Work and Compensation Schedule.

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

ORDER No.

) **IN THE MATTER OF ORDERING**
) **THE ACCEPTANCE OF THE**
) **FIFTH AMENDMENT TO THE**
) **INTERGOVERNMENTAL**
) **AGREEMENT FOR THE**
) **CREATION OF THE BL3**
) **REGIONAL INVESTMENT**
) **BOARD AND THE FIFTH**
) **AMENDMENT TO THE INTER-**
) **GOVERNMENTAL AGREEMENT**
) **FOR THE REGIONAL INVEST-**
) **MENT PLAN FISCAL AGENT**

WHEREAS, the Lane County Board of Commissioners has formed a Regional Investment Board as a partnership between Lane County and Benton, Lincoln and Linn Counties, and

WHEREAS, the Regional Investment Board of Benton, Lane, Linn, Lincoln Counties (the BL3 RIB) was created by an Intergovernmental Agreement which has previously been amended four times, and

WHEREAS, the Cascades West Economic Development District was, by an Intergovernmental Agreement that has been amended four times since adoption, appointed as the Fiscal Agent for the BL3 RIB, and

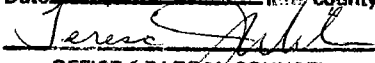
WHEREAS, the current Intergovernmental Agreements, as amended, provide that the Intergovernmental Agreements expires on June 30, 2007, and

WHEREAS the BL3 RIB has again entered into contracts with the State of Oregon that allow it to administer economic development funds for another biennium, which will mean that it will have certain unfinished tasks that warrant the extension of the term of the Intergovernmental Agreement until June 30, 2009.

NOW THEREFORE IT IS HEREBY RESOLVED that the Lane County Board of Commissioners does hereby approve of the fifth amendment to the Intergovernmental Agreement creating and continuing the BL3 Regional Investment Board, and the fifth amendment to the Intergovernmental for the Regional Investment Plan Fiscal Agent, and delegates authority to the County Administrator to execute the Amendments in substantially the form submitted.

DATED this 26th day of April, 2006.

Chair, Lane County Board of Commissioners

APPROVED AS TO FORM
Date 4/18/06 Lane County

OFFICE OF LEGAL COUNSEL

Fifth Amendment
Intergovernmental Agreement
Dated January 1, 2000

among
Benton County
Lane County
Lincoln County
Linn County

For The Creation of The B13 Regional Investment Board

The parties agree to amend the agreement as follows:

Section II. Structure of the RIB

D. Elections. After the appointments have been made by the Counties, the RIB shall meet and elect an executive committee of four members; all four counties shall be represented. The Executive Committee shall consist of a Chair, a Vice-chair, and a Past Chair, plus one additional member. The initial chair and vice-chair shall serve beginning upon election and ending June 30, 2001; subsequent officers shall serve for one year. The chair shall have the authority to call and preside over the RIB meetings and shall be the sole official spokes person of the Regional Investment Board on all matters. County Commissioners are eligible to serve as officers for the RIB.

Section VII. Termination.

A. Duration. This agreement shall terminate on, June 30, 2009 unless extended by amendment in accordance with Section VIII of this agreement.

All other terms, conditions and provisions of this agreement shall remain in effect.

This amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same agreement. The Fiscal Agent shall provide each County with a set of all executed counterparts. By the signature of their authorized representatives below, the parties to this agreement acknowledge that they have read this amendment, understand it and agree to be bound by its terms and conditions.

BENTON COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: _____
Date: _____

LANE COUNTY

By: _____
Date: _____

LINN COUNTY

By: _____
Date: _____

Fifth Amendment
Intergovernmental Agreement
Dated January 1, 2000
Between
Cascades West Economic Development District
and
Benton County, Lane County
Lincoln County, and Linn County
To Designate Cascades West Economic Development District as the Fiscal Agent
For the Regional Investment Board

The parties agree to amend the agreement as follows:

Section II. Term of Agreement

This Agreement shall begin on the date set out above and shall expire on June 30, 2009.

Section VI. Compensation

C.1. The Fiscal Agent is authorized to expend up to \$121,000 to complete tasks outlined in items I, II, III, IV, and V of Exhibit A (05-07 biennium) and as otherwise shown in Exhibit A (05-07 biennium).

Section VII. Termination

C. This agreement shall otherwise terminate on June 30, 2009, unless extended by written mutual consent of all parties.

All other terms, conditions and provisions of this agreement shall remain in effect.

This amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same agreement. The Fiscal Agent shall provide each County with a set of all executed counterparts. By the signature of their authorized representatives below, the parties to this agreement acknowledge that they have read this amendment, understand it and agree to be bound by its terms and conditions.

BENTON COUNTY

CASCADES WEST ECONOMIC DEVELOPMENT
DISTRICT

By: _____

By: _____

Date: _____

Date: _____

LANE COUNTY

By: _____

Date: _____

LINCOLN COUNTY

By: _____

Date: _____

LINN COUNTY

By: _____

Date: _____

Exhibit A
(05-07 biennium)

**2005-2007 Regional Investment Strategy
Scope of Work and Compensation Schedule**

I.	Update of Regional Investment Strategy	\$15,400 ⁽¹⁾
	<ul style="list-style-type: none">• Research to update information and comply with Statute revisions and OECDD requirements• Work with Planning Committee to prepare draft revisions• Production and distribution of preliminary draft• Coordination and facilitation of public input on draft, includes public meetings in each county• Revision of preliminary draft at RIB direction• Support to Boards of Commissioners in review and adoption of document• Submittal of document to state for formal approval, including attending Economic Development Commission meeting	
II.	Coordination of Project Review (assumes 30 projects) ⁽²⁾	\$14,600
	<ul style="list-style-type: none">• Preparation of pre-application and application materials• Consultation with project proponents• Compilation and distribution of application materials to Project Committee & RIB• Communication coordination• Attendance at Project Committee & RIB meetings for project review• Prepare reports/recommendations to Boards of Commissioners and attend meetings	
III.	Project Contingency (assumes 10 additional projects) ⁽²⁾	\$4,200
IV.	Administrative Support to RIB and Counties	\$41,000 ⁽³⁾
	<ul style="list-style-type: none">• Draft documents and coordinate with Boards of Commissioners and County counsels for IGA amendments• Work with OECDD to amend contract with State• Prepare semi-annual and biennial reports required by OECDD; including evaluation of Strategy performance based on regional benchmarks and output measures• Prepare and present semi-annual progress reports to Boards of Commissioners• Confer with Executive Committee as needed• Provide support for RIB meetings• Disseminate information about the program to partner agencies, public, etc• Maintain program records• Manage Regional and Rural Investment funds and prepare and present periodic budget reports to Regional Investment Board• Maintain website• Coordinate and communicate with OECDD, other regions and partners within region• Project reporting to RIB• Four follow-up reports to OECDD in 08 & 09 ⁽⁴⁾• Biennial Report for 05-07 ⁽⁵⁾	
V.	Begin Planning for 07-09 Biennium	\$ 5,000
	TOTAL	\$80,200

Exhibit A
(05-07 biennium)

Contingency: 10%

\$8,020

To be used upon authorization of RIB for above activities, for administration of the Reserve Fund or for special projects requested by the RIB

Board Expenses

\$2,500

Meeting expenses such as room rentals, board reimbursements, etc as authorized by the Regional Investment Board

Project Contract Development and Management

\$ to be determined

(\$1200 per project)

- Development and management of contracts for projects selected for BL3 funding(17 hrs/project)

(1) 03-05 funds helped cover the cost of updating the Strategy, not reflected in this amount.

(2) Number of projects increased due to volume of projects actually submitted for prior biennium (03-05) and broader approach to soliciting proposals for 05-07

(3) Added \$4550 to more accurately reflect time spent interfacing with OECDD, preparing reports.

(4) Includes \$5,600 to continue reporting through 2008 & 2009, does not include verification of data provided by project sponsors.

(5) Includes \$2000 for development of report