

W.T.A.

Memorandum Date: June 11, 2008
Order Date: June 25, 2008

TO: Board of County Commissioners
DEPARTMENT: Regional Investment Board (LCOG)
PRESENTED BY: Milo Mecham
AGENDA ITEM TITLE: **ORDER**
REPORT/: **IN THE MATTER OF ORDERING THE
ACCEPTANCE OF THE SEVENTH AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT FOR THE
REGIONAL INVESTMENT PLAN FISCAL AGENT**

I. **MOTION** I move approval of Order Number 2008-__ In the Matter of Ordering the Acceptance of the Seventh Amendment to the Intergovernmental Agreement for the Regional Investment Plan Fiscal Agent

II. **AGENDA ITEM SUMMARY**

The Board is being asked to approve an amendment to the Intergovernmental Agreement directing the operations of the fiscal agent for the Benton, Lane, Lincoln, Linn Regional Investment Board.

III. **BACKGROUND/IMPLICATIONS OF ACTION**

A. **Board Action and Other History**

Lane County is a member of the Benton, Lane, Lincoln, Linn Regional Investment Board (RIB) based on an Intergovernmental Agreement among the four Counties. There is a companion Intergovernmental Agreement that directs Cascades West COG to serve as the fiscal agent, managing the finances of the RIB and carry out the work of the RIB. Because the task of the RIB changes with different legislative directions, it is necessary to amend the Intergovernmental Agreements from time to time.

The Board has amended the IGA with the fiscal agent on six previous occasions. In this case the Board is being asked to amend the work program of the fiscal agent to allow the fiscal agent to accomplish the tasks identified by the RIB Board.

The RIB has in the past concentrated on making grants to established and new

businesses in the four county area to promote and retain jobs in the region. The RIB has been very successful in this regard. During the 2007 session, the legislature directed the RIBs to take on an additional function, to gather information regarding infrastructure development needs around the state. This was combined with a legislative direction to not make any grants to businesses to create new jobs. The BL3RIB participated in the infrastructure analysis process, contributing information to the OECDD, which in turn compiled this information and reported to the 2008 legislative session. As a result of that report, the 2008 legislative session revisited the tasks of the RIBs. It authorized the RIBs to return to their original program of making grants to support business job growth.

B. Policy Issues

The Lane County Board has chosen to participate in the RIB to promote new jobs in the region and especially in Lane County. The RIB has focused on responsible investment of state funds locally. The oversight and review of the RIB board and the fiscal agent has assured that the investments are made carefully, and administered to insure the predicted success that led to the original investments. The proposed amendments to the Fiscal Agent IGA are designed to allow the Fiscal Agent to continue to gather information and promote job growth projects and exercise its oversight of the grants made by the RIB.

C. Board Goals

Lane County's participation in the RIB furthers the Board's goals for economic development.

D. Financial and/or Resource Considerations

The proposed amendment has no direct fiscal impact on the County. The funds for the RIB come from state lottery funds made available only to the RIBs. The only risk is that not allowing the RIB to continue will reduce the opportunity for economic development in Lane County.

E. Analysis

The proposed amendment simply allows the fiscal agent to operate as it has in the past, making and administering grants and economic development projects. The majority of administrative tasks of the RIB fiscal agent are directly related to the direction from the Counties and the expectations of the state, especially the state legislature. The proposed amendment is based on the need to allocate funds to allow the fiscal agent to return to the original mission of the RIB; that is the development of projects to plan and execute the use of RIB funds for job creation.

LCOG serves as the local staff for Lane County operations of the RIB fiscal agent. LCOG's activities are limited to facilitating Lane County's involvement in the RIB by assisting Lane County economic development agencies and Lane County businesses access the RIB grant program and otherwise making sure that Lane County's representation on the RIB is effective. The bulk of the cost of the fiscal agent's activities are absorbed by Cascades West COG.

F. Alternatives/Options

The Board's options are to either approve the proposed amendment or reject the proposed amendment.

If the Board decides to not approve the amendment, the RIB will be limited in its ability to access state funds to use for grants for job increases. Having all four counties accept the amendments is necessary for the next release of funds to the RIB by the state.

If the Board approves the amendment the RIB fiscal agent will continue the implementation of the RIB program.

IV. RECOMMENDATION

Staff recommends adoption of the Order approving the amendment to the Intergovernmental Agreement.

V. TIMING/IMPLEMENTATION

The execution of the IGA amendment will be the implementation of the proposed action.

VI. FOLLOW-UP

If the Board approves the proposed amendment, the fiscal agent will be able to complete its arrangements with the State of Oregon and gain access to the RIB funds that will allow the initiation of RIB projects including RIB grants to promote job growth.

VII. ATTACHMENTS

1. Board Order
2. Proposed seventh amendment to the Intergovernmental Agreement With Exhibit A)

3. Intergovernmental Agreement for the Regional Investment Plan Fiscal Agent, showing the proposed changes in legislative format.
4. Memorandum from Cascades West concerning the amendment and overall RIB budget

Attachment 1

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

ORDER No. 2008-___)))))))	IN THE MATTER OF ORDERING THE ACCEPTANCE OF THE SEVENTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL INVESTMENT PLAN FISCAL AGENT
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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, and

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

WHEREAS, the state of Oregon has amended the authority of the Regional Investment Boards to allow them to develop proposals for the use of Regional Investment Board funds and to expend the funds on projects; and

WHEREAS the Regional Investment Board has developed a budget which proposes to use the services of the fiscal agent to accomplish the work required by the delegation of responsibility from the state of Oregon

NOW THEREFORE IT IS HEREBY RESOLVED that the Lane County Board of Commissioners does hereby approve of the seventh amendment to the Intergovernmental Agreement 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 25th day of June, 2008.

Chair, Lane County Board of Commissioners

APPROVED AS TO FORM
 Date 6/17/08

 OFFICE OF LEGAL COUNSEL

Attachment 2

Seventh 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 VI. Compensation

C.1. The Fiscal Agent is authorized to expend up to \$105,432 to complete tasks outlined in the attached work plan and compensation schedule, Exhibit A (07-09 biennium).

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: _____
Date: _____

By: _____
Date: _____

LANE COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: _____
Date: _____

LINN COUNTY

By: _____
Date: _____

Exhibit A
(07-09 biennium)

**2007-2009 Regional Investment Strategy
Scope of Work and Compensation Schedule**

I.	<u>Update of Regional Investment Strategy</u>	\$ 19,584 ⁽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 and identify top barriers• Work with RIB to develop recommended strategy, including top barriers list• Produce and distribute public review draft• Coordinate and facilitate public input on draft, including the noticing and conducting of a public hearing in each county• Coordinate and facilitate State review of draft, including presentation to Oregon Economic and Community Development Commission• Revise draft at RIB direction and obtain RIB recommendation for approval• Provide support to each Board of Commissioners in their review and adoption of document• Submit document to State for formal approval	
II.	<u>Infrastructure Needs Inventory</u>	\$ 25,897
	<ul style="list-style-type: none">• Notify all governments in region about the State's process and availability of assistance• Assist governments and project proponents in their identification, development, and submittal of projects• Outreach effort encouraging governments to provide entries by due date• Assist RIB in review and approval of submittal list• Assist RIB in identification of top priority economic development projects list• Submit priority list to State	
III.	<u>Administrative Support to RIB and Counties</u>	\$ 59,951
	<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• 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• Provide project reporting to RIB• Prepare and submit six follow-up reports to OECDD in 2008, 2009 and 2010• Prepare and submit Biennial Report for 07-09• Identify and develop special projects, as requested/ directed by the Board• Assist Board in Strategy Implementation• Development and management of contracts for projects selected for BL3 funding• Begin planning for 09-11 Biennium	
TOTAL COMPENSATION		\$105,432

(1) 05-07 Funds helped cover part of the cost of updating the Strategy. These costs prior to 7-1-07 are not reflected in this amount

INTERGOVERNMENTAL AGREEMENT

Between

Cascades West Economic Development District

**Benton County
Lane County
Lincoln County
Linn County**

This Agreement is made and entered into under the authority of ORS 190.010, effective, 01-01-00 by and between the Counties of Benton, Lane, Lincoln and Linn (hereinafter "Counties") and Cascades West Economic Development District (hereinafter, "Fiscal Agent"), formed pursuant to DRS 190 on May 20, 1985 by and between Oregon District 4 Council of Governments (now Cascades West Council of Governments) and Lane Council of Governments.

I. Purpose

It is the purpose of this Agreement to designate the Cascades West Economic Development District as the Fiscal Agent and administrative agent for the Counties to aid them in performing their responsibilities pursuant to state statute and administrative rule for the regional investment program and the rural investment program, and to provide the necessary level of staff support and technical assistance to the Regional Investment Board (hereinafter "RIB") to enable it to perform its duties under the Intergovernmental Agreement dated 01-01-00 among the Counties. As Fiscal Agent, Cascades West Economic Development District shall also provide administration of the Counties' Regional Investment Plan (hereinafter, "Plan") including its two year implementation plan element, and provide a prudent level of administration of the regional investment and rural investment programs and an infrastructure inventory and issues list program on behalf of the Counties

II. Term of Agreement

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

III. Attachments

The following attachments by reference are hereby incorporated into and made a part of this Agreement:

Exhibit A - Intergovernmental Agreement among Counties for the Creation of the BL3 Regional Investment Board, dated January 2000 (hereinafter "IGA".)

Exhibit B - Budget/Compensation Schedule

IV. Powers and Responsibilities of Fiscal Agent

The Fiscal Agent shall have the following powers, duties and responsibilities:

- A. To provide, consistent with the budget, all necessary support and technical assistance to the RIB to enable it to perform the duties and responsibilities described in the IGA, including but not limited to:
1. **Preparing and updating as necessary community and economic assessments, trend analyses, summaries of community needs and priorities of the Counties, and any other analyses or assessments needed to enable the RIB to perform its work or as required by the State or as described in DRS 285B.230- 2858.263, OAR 123-044-0000 through 123-44-0090, OAR 123-045-0000 through 123-045-0060 or the applicable administrative rules.**
 2. **Preparing and revising as necessary a draft Regional Investment Plan and its component elements for submittal to the RIB which include at a minimum:**
 - a) **an element prioritizing short-term and long-term regional economic and community development needs;**
 - b) **an element to implement the Regional Investment Plan including necessary actions by local governments, the private sector, State government, and Federal government;**
 - c) **an analysis element of the unique and significant resources available in the Counties and of the barriers to the implementation of the Regional Investment Plan and an identification of the means to overcome those barriers;**
 - d) **a two-year implementation plan element with a prioritized list of projects and/or activities to be undertaken or funded by the State through Regional Investment Funds or Rural Investment Funds;**
 - e) **a plan element for involvement of disadvantaged and minority groups in the Counties;**
 - f) **an evaluation plan element for measuring and monitoring Regional Investment Plan performance including regional benchmarks and interim indicators of performance;**
 - g) **an overall strategy management and project implementation plan element and**
 - h) **any other elements required by the State to be incorporated into a Regional Investment Plan.**
 3. **Preparing and revising as necessary a draft Rural Action Plan as a component of the Plan for submittal to the RIB which includes at a minimum:**
 - a) **a description of how the Rural Investment funds will be used to meet the needs of rural areas consistent with the objectives of the Rural Investment funds and in cooperation with local development and planning efforts;**
 - b) **an identification of the objectives Rural Investment funds use**

will further;

- c) a description of the process to be used by the RIB to solicit input and participation of rural areas;
 - d) a plan for how the economic and community development projects and activities will be selected for funding;
 - e) any other elements required by the State to be incorporated into a Rural Action Plan.
4. In developing the prioritized list of projects and/or activities for the two-year implementation plan element, facilitating the consultation by the RIB of the groups and industries described in ORS 285B.242(4).
 5. Staffing and facilitating the RIB public hearings in each County.
 6. Presenting to the Counties the Plan, including its elements, as developed by the RIB, facilitating each County's adoption process and arranging for submittal of the Plan and its elements to the State.
 7. Drafting and making revisions to any of the Plan, plan documents and reports as requested by the RIB or the Counties or as required by the State.
 8. Preparing at least semiannual performance reports and expenditure reports as described in the IGA, and submitting them to the RIB. Upon approval by the RIB, submitting the reports to the Counties, and as necessary to the State.
 9. Developing an infrastructure inventory and issues list as well as working with the State for successful implementation of the infrastructure inventory and issues list process and the RIB's other responsibilities.
- B. On behalf of the RIB, to receive all Regional Investment and Rural Investment Funds from the State and any other funds made available to regional investment boards for the development of an infrastructure inventory and issues list or the development of reports or the methodology for reporting on RIB activities. In connection with the management of those funds, the Fiscal Agent shall::**
1. Adopt a budget in accordance with ORS 294.900~294.930 for utilization of those funds which is consistent with the Plan and its two-year implementation plan element.
 2. Maintain separate accounts or segregated funds for all revenues, and maintain discrete accounting records for expenditures, revenues and cash balances as required by the State and in accordance with any contract between the State and the Fiscal agent, and in accordance with the IGA. Maintain accounting policies, practices and procedures that are consistent with generally accepted accounting principles and in accordance with applicable statutes and regulations.
 3. Recommend to the RIB and Counties only those expenditures which are consistent with applicable statutes, the adopted Plan and the IGA, and

which are necessary for the operation and implementation of the Regional Investment and Rural Investment programs.

4. Recommend to the RIB and Counties for inclusion in the Plan or the appropriate plan element reasonable levels of expenses for technical assistance and support staff for administration and for expenses of the RIB operations, including but not limited to the RIB member expenses for training, travel and any necessary facility rentals for hearings and meetings.
 5. Consistent with the applicable State law and the agreement with the State, disburse the Regional Investment Funds and the Rural Investment Funds and any other funds to contract recipients in accordance with their contracts after fund award by the Counties pursuant to Section V (D) below.
- C. To prepare and facilitate a competitive selection process which complies with the Public Contract Law in order to present a list of potential contractors for consideration by the RIB to implement the prioritized projects and activities and facilitate the fund award process for the Counties. After the funds have been awarded by the Counties, the Fiscal Agent shall:
1. Prepare and execute all appropriate documents to implement the awards, including providing appropriate legal review.
 2. Monitor the contracts for compliance and inform the RIB and the Counties on actions taken with respect to events of default. Take all appropriate actions to remedy the defaults.
- D. To act as staff for the RIB for its meetings, including arranging facilities, providing appropriate notice under the Public Meetings law, preparing agendas and other supplemental meeting materials, and recording the minutes of all public meetings. Also to coordinate with Counties' staff and comply with the individual County requirements for preparation of their agenda with regard to presentation of the RIB Plan and elements and recommendations to the Counties.
- E. To comply with all applicable laws and regulations, including but not limited to: ORS 285B.230~285B.269, OAR 123~044~0000 through 123-44-0090, OAR 123~045-0000 through 123-045-0060, the Public Contract Law, the Public Meetings Law, the Public Records Law, and the Government Standards and Practices laws. The Fiscal Agent shall also comply with all terms and conditions established in any contract with the State regarding the Regional Investment Funds and the Rural Investment Funds. The Fiscal Agent shall provide appropriate advice to the RIB regarding these laws, regulations, terms and conditions.
- F. To enter into contracts for the fiscal, professional and other services necessary to carry out the duties described in this agreement, including but not limited to contracts to implement the Counties' awards of funds and a contract with the State to receive the Regional Investment Funds and the Rural Investment Funds and any other funds on behalf of the RIB.
- G. To hire necessary employees and purchase necessary equipment and supplies to undertake the activities described in this Agreement. The Fiscal Agent shall pay

and be responsible for any and all taxes, social security, unemployment compensation and any other benefits for its officers, employees and agents who may perform work under this agreement.

- H. To file, retain, dispose of, or allow inspection of public records as required by State of Oregon Public Records Law.
- I. To obtain and at all times during the duration of this Agreement keep in effect comprehensive liability insurance and property damage insurance covering the contracted activities. Said insurance shall, at a minimum, provide for:
 - 1. Coverage at the Oregon Tort Claims Act limits;
 - 2. \$50,000 to any claimant for any number of claims for damage to or destruction of property including consequential damages, arising out of a single accident or occurrence;
 - 3. \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000;
 - 4. \$500,000 for any number of claims arising out of a single accident or occurrence.
- J. To provide Certificates of Insurance to the Counties upon request. These Certificates shall contain a provision that coverages afforded under the policies cannot be canceled and restrictive modifications cannot be made until at least thirty (30) days prior written notice has been given to the Counties.
- K. To secure legal counsel regarding any legal issues or legal proceedings taken against the Fiscal Agent or any employees of the Fiscal Agent relating to their activities pursuant to the performance of this Agreement.

V. Duties and Responsibilities of the Counties.

The four Counties shall have the following duties and responsibilities:

- A. To make timely appointments to the RIB, consistent with the applicable statutes.
- B. To review and consider for approval the Plan, including its elements as required by the State and recommended for approval by the RIB. The Counties shall resolve disputes regarding the Plan pursuant to the IGA.
- C. To review and consider for approval revisions to the planning documents required by the Oregon Economic and Community Development Department, upon receipt of recommendations from the RIB.
- D. To review and consider the award of funds to implement prioritized projects and activities described in the two-year implementation plan element, based upon a lawful competitive selection process and the recommendation of the RIB and the Fiscal Agent. The award decision shall be made by a majority of the Counties, with each County having one vote.

- E. To receive and timely review the performance and expenditure reports submitted by the RIB and to collectively provide such comments and directions to the RIB and/or Fiscal Agent.
- F. To comply with all Regional Investment Fund and Rural Investment Fund administrative rules, and all applicable Oregon laws.

VI. Compensation

- A. These administration services shall be funded solely through the Regional Investment Funds and the Rural Investment Funds received from the State on behalf of the RIB, pursuant to a contract with the State. The specific level of compensation shall be as described in Exhibit B.
- B. Unless otherwise permitted by the State, the Fiscal Agent shall not incur any expenses under this agreement until after the effective date of the contract between the Fiscal Agent and the State, nor shall the Fiscal Agent be obligated to perform any services until such contract is executed.
- C. The amount of compensation shall be on a reimbursement basis as specified in Exhibit B, drawn on a monthly basis over the period specified, beginning upon execution of this agreement, or the date of the contract between the State and the Fiscal Agent, whichever is later. In the event that the Fiscal Agent incurs expenses permitted by the State and prior to the effective date of the contract between the Fiscal Agent and the State, the Fiscal Agent shall be entitled to payment upon execution of the contract with the State and approval by the Counties, so long as the expenses are consistent with Exhibit B.
 - 1. The Fiscal Agent is authorized to expend up to \$121,00005,432 to complete tasks outlined in the attached work plan and compensation schedule, items I, II, III, IV and V of Exhibit A (075-079 biennium), and as otherwise shown in Exhibit A (05-07 Biennium).
 - 2. The Fiscal Agent shall obtain RIB Executive Committee approval prior to accessing dollars set aside in the Contingency or Board Expense line items.
 - 3. Following RIB and County decisions about projects to be funded through the Regional Investment and Rural Investment Programs, the RIB Executive Committee shall be responsible for working with the Fiscal Agent to determine compensation to the Fiscal Agent for Project Contract Development and Management.
- D. The compensation amounts specified in Exhibit B are based upon the statutory requirements for the Regional Investment and Rural Investment Fund programs. Any additional requirements defined by the State through administrative rule may result in a renegotiation of the Fiscal Agent's compensation for administration services.

VII. Termination

- A. This Agreement may be terminated by written mutual consent of all parties, which specifies the termination date. If this Agreement is terminated prior to the end of the Agreement period, the Fiscal Agent shall be reimbursed on a pro-rated basis.

- B. This Agreement may be terminated by the Counties or by the Fiscal Agent with 30 days written notice to all parties in the event that the State fails to provide funding for the Regional Investment and Rural Investment Fund programs.
- C. This agreement shall otherwise terminate on June 30, 2009, unless extended by written mutual consent of all parties.
- D. Upon termination, any debts, liabilities and obligations relating to this agreement shall inure to the Fiscal Agent.
- E. Upon termination, any assets shall be disposed of as follows:
 - 1. Any non-cash assets acquired as a result of the foreclosure of the Fiscal Agent's interests in accordance with contracts shall be liquidated within 90 days of termination and returned pursuant to state statute, administrative rule and contractual obligation.
 - 2. Any other cash or funds in possession of the Fiscal Agent shall be handled in the same manner as non-cash assets, in that it will be returned pursuant to state statute, administrative rule and contractual obligation.

VIII. Dispute Resolution

Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between the Counties and the Fiscal Agent arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration.

IX. Workers Compensation

The Fiscal Agent, each of the Counties, and their subcontractors, if any, are subject employers under the Oregon Worker's Compensation Law and shall comply with DRS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers.

X. Indemnity

The Fiscal Agent shall hold harmless, indemnify and defend the Counties up to the limits of the Oregon Tort Claims Act, from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity' arising from, during, or in connection with the performance of its duties described in this agreement, except liability arising out of the sole negligence of the Counties. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification.

XI. Amendments

No amendment to this agreement shall be *effective* unless made in writing and signed by all parties. There are no understandings, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

XII. Severability

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

XIII. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

XIV. Execution

This Agreement 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 agreement, understand it, and agree to be bound by its terms and conditions.

Benton County

By: _____

Date: _____

**Cascades West Economic
Development District**

By: _____

Date: _____

Lane County

By: _____

Date: _____

Lincoln County

By: _____

Date: _____

Linn County

By: _____

Date: _____



Community and Economic Development

1400 Queen Ave. SE Suite 205 • Albany, OR 97322
(541) 967-8551 • FAX (541) 967-4651 TTY/TTD (541) 924-8402

TO: Boards of Commissioners of Benton, Lane, Lincoln and Linn Counties

FROM: Brenda Mainord, Business Officer
Cascades West Council of Governments
Community and Economic Development Program

SUBJECT: Recommendation from the BL3 Regional Investment Board Regarding Approval of the Seventh Amendment to the IGA for the Fiscal Agent Agreement

RECOMMENDATION:

The BL3 Regional Investment Board met on March 18th, 2008 and unanimously voted to recommend to the Boards of Commissioners approval of the 2007 – 2009 Regional Investment Strategy Scope of Work and Compensation Schedule, see attached amendment and Exhibit A. Per the intergovernmental agreements governing the Regional Investment Program, each County Board of Commissioners must approve the biennial amendment to the scope of work and compensation schedule.

Note: As an informational piece, also attached at the back of this packet is the breakout of the total 2007 – 2009 budget the Regional Investment Board (RIB) has available to work with for this biennium. No action is required on this, at this time it is informational only. As in the past, when the Board allocates funding to projects you will see recommendations from the RIB for your approval.

MEMBER GOVERNMENTS – COUNTIES: Benton, Lincoln, and Linn **CITIES:** Adair Village, Albany, Brownsville, Corvallis, Depoe Bay, Halsey, Harrisburg, Lebanon, Lincoln City, Lyons, Millersburg, Monroe, Newport, Philomath, Scio, Siletz, Sweet Home, Tangent, Toledo, Waldport, Yachats **OTHER:** Confederated Tribes of Siletz, Port of Newport, Port of Toledo

Cascades West Council of Governments is an Equal Opportunity Lender, Provider and Employer

**REGIONAL INVESTMENT PROGRAM
2007 – 2009 BUDGET**

◆ Program Administration	\$105,432
<i>(Includes State mandated tasks: Update of Strategy, Infrastructure Needs Inventory, Reports, Portfolio management, etc.)</i>	
◆ Strategy Implementation	\$ 45,000
▪ Implementation Contingency	\$ 5,000
◆ Projects	\$ 50,000
◆ Board Meeting Expenses	\$ 2,000
<hr/>	
TOTAL BUDGET	\$207,432