

W. L. A.

AGENDA COVER MEMO

DATE: March 24, 2004 (Date of Memo)
April 7, 2004 (Date of Meeting)

TO: Board of County Commissioners

FROM: LCOG, Milo Mecham, Principal Planner

TITLE: Order No. 04-_____ IN THE MATTER OF ORDERING THE ACCEPTANCE OF THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD AND THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL INVESTMENT PLAN FISCAL AGENT

I. MOTION

MOVE TO ADOPT ORDER NO. 042-_____ IN THE MATTER OF ORDERING THE ACCEPTANCE OF THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD AND THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL INVESTMENT PLAN FISCAL AGENT

II. ISSUE OR PROBLEM

The BL3 Regional Investment Board was created by an Intergovernmental Agreement that has a limited duration. When the legislature extends the funding for Regional Investment Boards, it is most appropriate for Lane County to amend the IGA to continue the arrangements for operation of the BL3 RIB

III. DISCUSSION

A. Background

The Oregon legislature allocated funds for regional and rural investment funding by the Regional Investment Boards around the state. This biennium the BL3 Region was allocated approximately \$867,000.

Lane County is a party to two Intergovernmental Agreements setting up the BL3 RIB and appointing Cascades West as the Fiscal Agent. In the past Lane county and the other Counties in the BL3 RIB have agreed to amendments of the IGAs to continue operation of the BL3 RIB.

B. Analysis

The IGA creating the BL3 RIB has been amended three times before. In the attached memorandum from Cynthia Solie, she apparently overlooks the most recent amendment continuing the BL3 RIB for six months from June 2003 to December 2003. Each of the previous amendments has only changed the expiration date of the BL3 RIB. This proposed amendment also changes the term of officers from one year to two years. This recommendation is being made because the BL3 RIB is likely to meet less often because of the change in State funding. It is unlikely that the RIB will meet very often once its money is spent, and it is likely that it will spend its funds quickly this biennium.

The four counties of the BL3 RIB also entered into an IGA with Cascades West Economic Development District to serve as fiscal agent for the BL3 RIB. This IGA also has an expiration date which needs to be extended. The State reporting period has been extended, so the BL3 RIB and its fiscal agent will be required to file reports until 2007 on activities this biennium. For that reason, the IGA amendment calls for extending the life of the BL3 RIB and its Fiscal Agent until 2007.

C. Alternatives/Options

The options before the Board are as follows:

1. The Board may take no action. This would result in the BL3 RIB and its Fiscal Agent losing the power to act, including a loss of power to obtain funds from the State to fund projects this biennium.
2. The Board may choose to approve the proposed IGA Amendments.
3. The Board may choose to reject the recommended IGA Amendments. This would result in the BL3 RIB and its Fiscal Agent losing the power to act, including a loss of power to obtain funds from the State to fund projects this biennium.

D. Recommendation

Staff recommends that the Board adopt the proposed Order.

IV. IMPLEMENTATION/FOLLOW-UP

If the Board adopts the proposed Order, staff will communicate that action to the fiscal agent, and the fiscal agent will proceed with operations of the BL3 RIB.

V. ATTACHMENTS

1. Board Order No. 04--_____ In The Matter Of Ordering the Acceptance of the Fourth Amendment to the Intergovernmental Agreement for the Creation of the BL3 Regional Investment Board and The Fourth Amendment to the Intergovernmental Agreement for the Regional Investment Plan Fiscal Agent.
2. Fourth Amendment to the IGA for the Creation of the BL3 RIB
3. Fourth Amendment to the IGA for the Regional Investment Plan Fiscal Agent, with Attachment B, Scope of Work
4. Memorandum to Lane County Board of Commissioners from Cynthia Solie

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

ORDER No.) IN THE MATTER OF ORDERING
) THE ACCEPTANCE OF THE
) FOURTH AMENDMENT TO THE
) INTERGOVERNMENTAL
) AGREEMENT FOR THE
) CREATION OF THE BL3
) REGIONAL INVESTMENT
) BOARD AND THE FOURTH
) AMENDMENT TO THE INTER-
) GOVERNMENTAL AGREEMENT
) FOR THE REGIONAL
) INVESTMENT 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 that also included the Cascades West Economic Development District and which has been amended three times, and

WHEREAS, the current Intergovernmental Agreement provides that the Intergovernmental Agreement expires on December 31, 2003, and

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

WHEREAS the BL3 has certain unfinished tasks that warrant the extension of the term of the Intergovernmental Agreements until June 30, 2007 modification of the terms of the officers of the BL3 RIB, and modifications to the Scope of Work and Compensation Schedule for the Fiscal Agent.

NOW THEREFORE IT IS HEREBY RESOLVED that the Lane County Board of Commissioners does hereby approve of the fourth amendment to the Intergovernmental Agreement creating and continuing the BL3 Regional Investment Board and the fourth 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 as submitted.

DATED this 7th day of April, 2004

Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 3/29/04 Lane County
[Signature]
OFFICE OF LEGAL COUNSEL

Fourth Amendment
Intergovernmental Agreement
among
Benton County
Lane County
Lincoln County
Linn County

FOR THE CREATION OF THE BL3 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 a chair and vice-chair. There shall be no more than one (1) officer from any County. The initial chair and vice-chair shall serve beginning upon election and ending June 30, 2001; subsequent officers shall serve for two years. The chair shall have the authority to call and preside over the RIB meetings. County Commissioners are eligible to serve as officers of the RIB.

Section VII. Termination.

A. Duration. This agreement shall terminate on, June 30, 2007 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: _____

Fourth Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
And
Benton County
Lane County
Lincoln County
Linn County

For the Regional Investment Plan Fiscal Agent

The parties agree to amend the agreement as follows:

Section II. Term of Agreement This Agreement shall begin on the date as set out above and shall expire on June 30, 2007.

Section VI. Compensation.

C.1. The Fiscal Agent is authorized to expend up to \$70,862 to complete tasks outlined in items I, II, III, IV and V of attachment B (03-05 biennium) and as otherwise shown in attachment B (03-05 biennium).

Section VII. Termination.

C. This agreement shall otherwise terminate on June 30, 2007, unless extended by mutual written 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

By: _____
Date: _____

LINCOLN COUNTY

By: _____
Date: _____

LANE COUNTY

By: _____
Date: _____

LINN COUNTY

By: _____
Date: _____

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: _____
Date: _____

2003-2005 Regional Investment Strategy Scope of Work and Compensation Schedule

I.	Update of Regional Investment Strategy	\$12,912 ⁽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 16 projects; 10hrs/pjt)	\$13,200
	<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 RIB meetings for project review • Prepare reports/recommendations to Boards of Commissioners and attend meetings 	
III.	Project Contingency (\$825/project over 16 projects) (assumes 4 additional projects)	\$3,300 ⁽²⁾
IV.	Administrative Support to RIB and Counties	\$36,450
	<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 intermediate outcomes 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 • Maintain program records • Manage Regional and Rural Investment funds and prepare and present periodic budget reports to Regional Investment Board • Website maintenance • Coordinate and communicate with OECDD, other regions and partners within region • Project reporting to RIB • Four follow-up reports to OECDD in 06 & 07 ⁽³⁾ • Biennial Report for 03-05 ⁽⁴⁾ 	
V.	Begin Planning for 05-07 Biennium	\$ 5,000
	TOTAL	\$70,862

Contingency: 10%**\$7,086**

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**

- Development and management of contracts for projects selected for BL3 funding
(17 hrs/project) **\$1200 per project**

- (1) 01-03 funds helped cover the cost of updating the Strategy, not reflected in this amount.
- (2) Project contingency to allow for projects that may come in above the assumed 16.
- (3) Includes \$5,000 to continue reporting through 2006 & 2007, does not include verification of data provided by project sponsors.
- (4) Includes \$2000 for Development of Annual Report



Community and Economic Development

1400 Queen Avenue SE, Suite 205 • Albany, Oregon 97322
(541) 967-8551 • FAX (541) 967-4651 • TTY/TDD (541) 924-8402

255 SW Coast Highway, Suite 201 • Newport, Oregon 97365
(541) 265-8707 • FAX (541) 265-8762

March 11, 2004

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

FROM: Cynthia Solie, Director
Oregon Cascades West Council of Governments
Community & Economic Development Program

SUBJECT: Amendments to the Intergovernmental Agreements for the Regional
and Rural Investment Programs

RECOMMENDATIONS:

Recommendation # 1: Approval of the attached Third Amendment to the Intergovernmental Agreement (IGA) for the Creation of the BL3 Regional Investment Board.

Two changes in the IGA are recommended:

- Due to the infrequency of the RIB meetings, change the officer term limits from one to two years.
- Extend the agreement to June 30, 2007. The Regional Investment Board has an obligation to report on the 03-05 projects to the state for two years beyond the end of the 03-05 biennium.

Recommendation # 2: Approval of the attached Fourth Amendment to the Intergovernmental Agreement (IGA) for the Regional Investment Plan Fiscal Agent.

Two changes in this IGA are recommended:

- Extend the agreement to June 30, 2007 in order to provide for the required reporting to the State past the end of the 03-05 biennium.
- Update of Attachment B for the 03-05 biennium program (Scope of Work and Compensation Schedule). At the February 27, 2004 meeting, the Regional Investment Board voted unanimously to approve the scope of work and compensation schedule as shown in Attachment B.

Attachments

Third Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
And
Benton County
Lane County
Lincoln County
Linn County

FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD

The parties agree to amend the agreement as follows:

Section II. Term of Agreement This Agreement shall begin on the date as set out above and shall expire on ~~June 30, 2003~~ December 31, 2003

Section VII. Termination.

C. This agreement shall otherwise terminate on ~~June 30, 2003~~ December 31, 2003, unless extended by mutual written 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

By: [Signature]

Date: 08-12-03

LINCOLN COUNTY

By: [Signature]

Date: August 6, 2003

LANE COUNTY

By: [Signature]

Date: 9-19-03

LINN COUNTY

By: [Signature]

Date: 8/12/03

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: [Signature]

Date: 6/24/03

Second Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
And
Benton County
Lane County
Lincoln County
Linn County

The parties agree to amend the agreement as follows:

Section II. Term of Agreement This Agreement shall begin on the date as set out above and shall expire on ~~December 31, 2001~~ June 30, 2003.

Section IV. Powers and Responsibilities of Fiscal Agent.

A.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:

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;

A.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 285.242(4).

A.8. Preparing at least ~~quarterly~~ 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.

Section VI. Compensation.

C.1. The Fiscal Agent is authorized to expend up to ~~\$106,562~~ \$124,400 to complete tasks outlined in items I, II, ~~and III~~, IV and V of the attached Exhibit B.

Section VII. Termination.

C. This agreement shall otherwise terminate on ~~December 31, 2001~~ June 30, 2003, unless extended by mutual written 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

By: [Signature]
Date: 12/18/01

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: [Signature]
Date: 2/19/02

LANE COUNTY

By: [Signature]
Date: 2/7/02

APPROVED AS TO FORM
DATE 2/6/02
[Signature]
OFFICE OF LEGAL COUNSEL

LINCOLN COUNTY

By: [Signature]
Date: 12.12.01

LINN COUNTY

By: [Signature]
Date: 12/18/01

7-2001-013

First Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
and
Benton County
Lane County
Lincoln County
Linn County

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 December 31, 2001.

Section VII. Termination

C. This agreement shall otherwise terminate on December 31, 2001, 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

By: [Signature]
Date: 10-02-01

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: [Signature]
Date: 10/8/01

LANE COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: _____
Date: _____

Approved As To Form
[Signature] 10-30-01
Office of County Counsel

LINN COUNTY

By: _____
Date: _____

First Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
and
Benton County
Lane County
Lincoln County
Linn County

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 December 31, 2001.

Section VII. Termination

C. This agreement shall otherwise terminate on December 31, 2001, 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

By: _____
Date: _____

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: [Signature]
Date: 8/1/01

LANE COUNTY

By: [Signature]
Date: 6/29/01

LINCOLN COUNTY

By: _____
Date: _____

LINN COUNTY

By: _____
Date: _____

APPROVED AS TO FORM
Date: 6/14/01
[Signature]
OFFICE OF LEGAL COUNSEL

First Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
and
Benton County
Lane County
Lincoln County
Linn County

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 December 31, 2001.

Section VII. Termination

C. This agreement shall otherwise terminate on December 31, 2001, 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

By: _____
Date: _____

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: W. J. [Signature]
Date: 8/1/01

LANE COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: [Signature]
Date: 6.27.01

LINN COUNTY

By: _____
Date: _____

First Amendment
Intergovernmental Agreement
Between
Cascades West Economic Development District
and
Benton County
Lane County
Lincoln County
Linn County

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 December 31, 2001.

Section VII. Termination

C. This agreement shall otherwise terminate on December 31, 2001, 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

By: _____
Date: _____

CASCADES WEST ECONOMIC
DEVELOPMENT DISTRICT

By: [Signature]
Date: 8/1/01

LANE COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: _____
Date: _____

LINN COUNTY

By: [Signature]
Date: July 24, 2001

INTERGOVERNMENTAL AGREEMENT

between

Cascades West Economic Development District

and

Benton County
Lane County
Lincoln County
Linn County

This Agreement is made and entered into under the authority of ORS 190.010, effective 1-1-00 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 ORS 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 1-1-00 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 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, 2001.

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 1, 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 ORS 285B.230- 285B.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 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. a plan for measuring progress toward objectives and performance measures; and

f. any other elements required by the State to be incorporated into a Rural Action Plan.

4. In developing the prioritized list of projects and 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 quarterly 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.

B. On behalf of the RIB, to receive all Regional Investment and Rural Investment Funds from the State. 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 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 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 \$106,562 to complete tasks outlined in Items I, II and III of the attached Exhibit B. The Fiscal Agent shall provide the RIB Executive Committee and the Counties with monthly reports of hours expended to accomplish these tasks.

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, 2001, 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. Worker's 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 ORS 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: Bob Spear

Date: August 8, 2000

CASCADES WEST ECONOMIC DEVELOPMENT DISTRICT

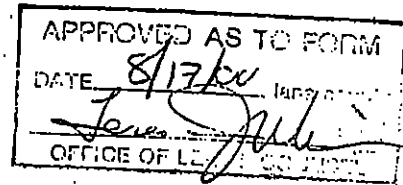
By: W. W. [Signature]

Date: 8/18/2000

LANE COUNTY

By: William A. Daulton

Date: 8-17-00



LINCOLN COUNTY

By: _____

Date: _____

LINN COUNTY

By: _____

Date: _____

LANE COUNTY

By: _____

Date: _____

LINCOLN COUNTY

By: *Jean Cowan*

Jean Cowan, Chair, LINCOLN COUNTY BOARD OF COMMISSIONERS

Date: 8-9-00

LINN COUNTY

By: _____

Date: _____

LANE COUNTY

By: _____

Date: _____

LINCOLN COUNTY

By: _____

Date: _____

LINN COUNTY

By: Philip R. Schmidt

Date: 8/16/00

Linn County Order No. 2000-487

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

among

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

**FOR THE CREATION OF THE
BL3 REGIONAL INVESTMENT BOARD**

This agreement, effective 1-1-00, is made and entered into among the Counties of Benton, Lane, Lincoln and Linn (hereinafter "Counties.").

- I. Pursuant to ORS 285B.230 to 285B.269, it is the purpose of this agreement to create the BL3 Regional Investment Board (hereinafter "RIB") which will act in an advisory capacity to the Counties for the purposes of preparing and recommending to the Counties a Regional Investment Plan, including its elements as described below; receiving, distributing and managing regional investment funds and rural investment funds; and preparing all required reports to the regional investment program and rural investment program as required in ORS 285B.230 through ORS 285B.263, respectively.

- II. Structure of the RIB

A. *Membership.* The RIB will be comprised of twenty-one (21) members who represent various local interests including cities, counties, ports, special districts and Indian tribes, and significant representation from the private economic sector. The RIB will include members who are representatives of rural interests, including local government.

B. *Appointments.* Each County has nominated one (1) County commissioner representative, one (1) city representative and one (1) private economic sector representative. For the purpose of appointing the remaining initial RIB members, each County has also offered a slate of individuals who met the representation requirements of ORS 285B.242. The four (4) commissioner members met and selected eight (8) candidates for appointment, two (2) from each County. The four Counties are jointly appointing the initial twenty (20) members to serve on the RIB. The Counties shall also select one candidate from the interested Indian tribes when such candidate is proposed by the tribes or tribe, if only one tribe participates in the program. The appointments shall be for an initial term, beginning March 1, 2000 and ending June 30, 2001. Each RIB member serves at the pleasure of the County which offered the member's nomination.

C. *Vacancies.* In the event of a vacancy or removal of a RIB member during the term, the initial selecting County shall appoint a replacement within sixty (60) days. Beginning at least three (3) months before the end of the term of RIB appointments, the Counties shall engage in a process for appointments to RIB for two (2) year terms.

D. *Elections.* After the appointments have been made by the Counties, the RIB shall meet and elect a chair and a vice-chair. There shall be no more than one (1) officer from any County. 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. County Commissioners are eligible to serve as officers for the RIB.

E. *Meetings.* The RIB shall meet regularly as determined by the RIB, but not less often than quarterly. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the chair, by 3 of the 4 County Commissioner members, by a majority of the Executive Committee (assuming the creation of an Executive Committee in the bylaws) or by a majority of the full membership of the RIB.

F. *Quorum.* A quorum is defined as a majority of the total members of the RIB, or eleven people. A majority vote of the total members of the RIB is required to make decisions. Each member shall have one vote. If an appointed County Commissioner representative is unable to attend a RIB meeting, another Commissioner from the same County may attend in the appointee's place and shall exercise the same authority as the appointed representative.

G. *Bylaws.* The RIB shall adopt bylaws (and amendments thereto as necessary) for any additional operational rules and procedures, subject to the approval of the Counties. The bylaws, and any amendments to the bylaws, shall be approved upon a majority vote of the total members of the RIB. The bylaws may designate a committee that can act on behalf of the RIB between meetings. The actions of any committees shall be subject to ratification by the RIB, except when those actions have been previously authorized by the RIB. Under no circumstances may committees reverse a decision of the RIB.

H. *Applicable Laws.* The RIB shall be responsible for complying with all federal, state, and local laws, ordinances and regulations applicable to this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Specifically, the RIB shall be subject to and shall comply with the requirements of the Public Meetings Law, Public Records Law, Public Contract Laws, and Oregon Government Standards and Practices Laws of the State of Oregon.

III. Powers, Duties, and Responsibilities of RIB

A. *Planning and Implementation.* The RIB shall be responsible for developing and updating as necessary a Regional Investment Plan containing the elements required by the State and described in ORS 285B.230 through ORS 285B.263, and shall recommend the Plan and its elements to the Counties for approval. These responsibilities include, but are not limited to:

1. Developing, updating and recommending a Regional Investment Plan and its component elements and recommending a two-year implementation plan element to the Counties.

2. Updating and recommending to the Counties a rural action plan element as a component of the Regional Investment Plan, which is consistent with the purpose and objectives of the Rural Investment Fund.

3. Developing and recommending to the Counties as part of the Regional Investment Plan an element plan for the involvement of disadvantaged and minority groups in the Counties, pursuant to ORS 285B.239(6).

4. Developing and recommending to the Counties as part of the Regional Investment Plan an evaluation plan element with appropriate performance measures that address regional benchmarks and interim indicators, which the RIB will use to measure and monitor plan performance.

5. Developing and recommending to Counties as part of the Regional Investment Plan an overall strategy management and project implementation plan element.

6. In developing the prioritized list of projects and activities to be undertaken or funded through the two-year Implementation plan element, consulting with the groups and industries as set out in ORS 285B.242(4).

7. Holding a public hearing in each County prior to a vote by each Board of County Commissioners on the adoption of the Regional Investment Plan to be submitted to the Governor for approval.

8. Periodically proposing amendments to the above actions, as deemed necessary by the RIB.

B. *Operations and Oversight.* The RIB shall be responsible for policy oversight of the regional investment and rural investment programs. In addition, the RIB shall:

1. Conduct a competitive selection process which complies with the Public Contract Law to arrive at a list of contractors to recommend to the Counties for award of funds to implement the prioritized projects and activities list. The Counties shall make the final award decisions.

2. Regularly review periodic performance reports (at least quarterly), utilizing the standards and measures in the evaluation plan element, and submit those reports to the Counties, and the State as required.

3. Regularly review periodic expenditure reports (at least quarterly) indicating the success of the programs and projects funded with Regional or Rural Investment Funds and submit those reports to the Counties, and the State as required.

IV. Funding

A. *Source of Funding.* Acting through the Fiscal Agent to be selected by the Counties, the RIB shall receive Regional Investment and Rural Investment Funds from the State. The RIB shall recommend for funding only those projects or expenses that are eligible through the regional investment and rural investment programs as described in ORS 285B.257 and ORS 285B.263. Notwithstanding this prohibition, the RIB may recommend projects that encompass other or multiple funding sources. The expenses may include RIB operations, staff support, and projects and activities to implement the Regional Investment Plan and the rural action plan element. In no instance may the RIB recommend expenditures that are greater than the funds available to the Counties for the regional investment and rural investment programs.

B. *Apportionment of Revenues.* All revenues received by the RIB are to be utilized for the operation and implementation of the regional investment and rural investment programs.

Any revenues which are not utilized for this purpose shall be returned to the State of Oregon. The RIB shall recommend to the Counties for approval what it believes are appropriate portions of the Regional Investment Funds and the Rural Investment Funds to be used for technical assistance and staff support for the Fiscal Agent.

V. Duties and Responsibilities of Counties

A. *Fiscal Agent.* The Counties shall select a Fiscal Agent to provide the necessary level of staff support and technical assistance for the RIB, to provide the administration of the Counties' Regional Investment Plan and the two year implementation plan element, and to provide a prudent level of administration of the regional investment and rural investment programs on behalf of and for the benefit of the Counties.

B. *Planning and Implementation.*

1. Each County, after receiving the Regional Investment Plan and its elements from the RIB, shall review, adopt, and, through the fiscal agent, submit the Plan to the Governor. If a County finds portions of the Plan unacceptable, it shall submit comments back to the RIB for further study and review. After RIB has evaluated the concerns and made any changes it deems appropriate, it shall resubmit the revised Plan to the Counties for review and adoption. The revised Plan shall be submitted to the Governor when three (3) of the four (4) Counties have approved it or as otherwise required by the State.

2. Each County shall likewise receive the two year implementation plan element from RIB, review and adopt it, and through the fiscal agent, submit the implementation plan element to the Governor. If a County finds portions of the implementation plan element unacceptable, it shall submit comments back to the RIB for further study and review. After RIB has evaluated the concerns and made any changes it deems appropriate, it shall resubmit the revised implementation plan element to the Counties for review and adoption.

3. The Counties shall award funds for the projects and activities consistent with the approved Plan and implementation plan elements, to be funded by the Regional Investment Funds and the Rural Investment Funds received by the RIB through the Fiscal Agent. The contracts shall be executed and administered by the Fiscal Agent.

4. The Counties shall receive and review the performance and expenditure reports submitted by the RIB, and provide such direction as is mutually agreed upon by the Counties to the RIB and/or the Fiscal Agent.

C. *Indemnity.* To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, each County agrees to indemnify, defend and hold harmless each of its nominated members to the RIB from all claims, lawsuits and actions of whatever nature brought against those parties which arise from activities undertaken pursuant to the performance of this agreement.

D. *Insurance.* Each County shall ensure that each of its nominated members to the RIB are covered by either its self-insurance program, or is listed as an additional insured on the public liability and property damage insurance policies issued for that County.

E. *Legal Counsel.* Each County shall provide appropriate legal counsel regarding any legal issues or legal proceedings taken against any individual RIB member appointed by

that County related to activities undertaken pursuant to the performance of this agreement. Legal advice shall be provided to the RIB as an ongoing part of the Fiscal Agent services. To the extent there is any additional need for legal counsel for legal proceedings pertaining to the entire RIB and related to activities undertaken in performance of this agreement, the four (4) Counties shall agree as to the provision of such counsel, and the costs for such shall be shared equally among the four (4) Counties.

VI. Severability

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

VII. Termination

A. *Duration.* This agreement shall terminate June 30, 2001 unless extended by amendment in accordance with this Section VIII of this agreement.

B. *Mutual Consent.* This agreement may be terminated by written mutual consent of all parties to the agreement. The written termination shall specify the termination date of the agreement.

C. *Debts, Liabilities and Obligations.* Upon termination, any debts, liabilities and obligations relating to this agreement shall inure to the Fiscal Agent.

D. *Assets.* 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 in possession of the Fiscal Agent for the RIB 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. 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.

IX. Dispute Resolution

Other than appointment or removal disputes covered by Section III above and plan adoption disputes covered by Section VI above, any dispute among the parties arising from the terms or implementation of this agreement, or any claim by any party for breach or enforcement of this agreement, may be submitted upon agreement by all parties, first to mediation and then, if unresolved, to binding arbitration.

X. 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.

Approved by Benton County

By: Bob Speaker

Date: Aug. 8, 2000

Approved by Lane County

By: _____

Date: _____

Approved by Lincoln County

By: _____

Date: _____

Approved by Linn County

By: _____

Date: _____

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.

Approved by Benton County

By: _____

Date: _____

Approved by Lane County

By: William A. Vactor

Date: 8-17-00

Approved by Lincoln County

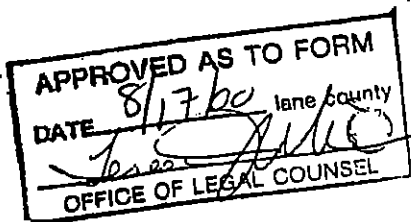
By: _____

Date: _____

Approved by Linn County

By: _____

Date: _____



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.

Approved by Benton County

By: _____

Date: _____

Approved by Lane County

By: _____

Date: _____

Approved by Lincoln County

By: *Jean Cowan*

Date: 8-9-00

Jean Cowan, Chair, Lincoln County Board of Commissioners

Approved by Linn County

By: _____

Date: _____

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.

Approved by Benton County

By: _____

Date: _____

Approved by Lane County

By: _____

Date: _____

Approved by Lincoln County

By: _____

Date: _____

Approved by Linn County

By: David R. Schmidt

David R. Schmidt, Chairman
Linn County Order No. 2000-487

Date: 8/16/00

Compensation Schedule

Exhibit B

I. Assistance to Counties in Development of RIB

work from October 99 - March 3, 2000

\$8,116

II. Ongoing Administrative Support to RIB and Counties

work from March 4, 2000 - June 2001

Bylaws Development
Meeting Support
Reports
Fiscal Management
Program Records
Communication and Coordination

\$36,734

III. Plan Development, including Project Solicitation

Strategy Development* - April - July 2000

\$39,788

Project Solicitation - August - September 2000

\$14,040

Multi-region Project Development - April - September 2000

\$7,884

TOTAL

\$106,562

Contingency: 15%

to be used upon authorization by RIB for above activities OR
for special projects requested by the RIB

\$15,984.00

Board Expenses

meeting expenses such as room rentals, board reimbursements, etc
authorized by the RIB

\$10,000

CWCOG is the administrative office of Cascades West Economic Development District and will subcontract with Lane Council of Governments for assistance in serving Lane County; subcontract anticipated to be approximately \$28,000 for I, II, and III above.

Contract Development and Management

Compensation for developing and managing contracts that are selected by the RIB and Counties for funding will be determined following Project Solicitation. The cost of contract development and management are dependent upon the number of projects selected for funding.

*Note regarding Strategy Development Budget:

The total cost of staff assistance for developing the strategy document is \$49,788. If the RIB and Cascades West Economic Development District jointly conduct the planning process, CWEDD will contribute \$10,000 toward this effort, which is the amount that the District would otherwise expend in its annual planning effort.

Second Amendment
Intergovernmental Agreement
among
Benton County
Lane County
Lincoln County
Linn County

FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD

The parties agree to amend the agreement as follows:

Section III. Powers, Duties, and Responsibilities of RIB

A.6. In developing the prioritized list of projects and/or activities to be undertaken or funded through the two-year implementation plan element, consulting with the groups and industries set out in ORS 285B.242(4).

B.2. Regularly review periodic performance reports (at least ~~quarterly~~ semiannually), utilizing the standards and measures in the evaluation plan element, and submit those reports to the Counties, and the State as required.

B.3. Regularly review periodic expenditure reports (at least ~~quarterly~~ semiannually) indicating the success of the programs and projects funded with Regional or Rural Investment Funds and submit those reports to the Counties, and the State as required.

Section VII. Termination.

A. Duration. This agreement shall terminate on ~~December 31, 2001~~ June 30, 2003, 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: [Signature]
Date: 12/18/01

LINCOLN COUNTY

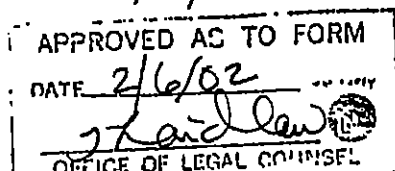
By: [Signature]
Date: 12.12.01

LANE COUNTY

* By: [Signature]
Date: 2/7/02

LINN COUNTY

By: [Signature]
Date: 12/18/01



7-2001-013

First Amendment
Intergovernmental Agreement
among
Benton County
Lane County
Lincoln County
Linn County

FOR THE CREATION OF THE
BL3 REGIONAL INVESTMENT BOARD

The parties agree to amend the agreement as follows:

Section II. Structure of the RIB, B. Appointments. Each County has nominated one (1) County Commissioner representative, one (1) city representative and one (1) private economic sector representative. For the purpose of appointing the remaining initial RIB members, each County has also offered a slate of individuals who met the representation requirements of ORS 285.242. The four (4) commissioner members met and selected eight (8) candidates for appointment, two (2) from each County. The four Counties are jointly appointing the initial twenty (20) members to serve on the RIB. The Counties shall also select one candidate from the interested Indian tribes when such candidate is proposed by the tribes or tribe, if only one tribe participates in the program. The appointments shall be for an initial term, beginning March 1, 2000 and ending, December 31, 2001. Each RIB member serves at the pleasure of the County which offered the member's nomination.

Section VII. Termination, A. Duration. This agreement shall terminate, December 31, 2001 unless extended by amendment in accordance with this 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 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: [Signature]
Date: 10-02-01

LINN COUNTY
By: _____
Date: _____

LANE COUNTY
By: _____
Date: _____

LINCOLN COUNTY
By: _____
Date: _____

Approved As To Form:
[Signature] 10-3-01
Office of County Counsel

First Amendment
Intergovernmental Agreement
among
Benton County
Lane County
Lincoln County
Linn County

**FOR THE CREATION OF THE
BL3 REGIONAL INVESTMENT BOARD**

The parties agree to amend the agreement as follows:

Section II. Structure of the RIB, B. Appointments. Each County has nominated one (1) County Commissioner representative, one (1) city representative and one (1) private economic sector representative. For the purpose of appointing the remaining initial RIB members, each County has also offered a slate of individuals who met the representation requirements of ORS 285.242. The four (4) commissioner members met and selected eight (8) candidates for appointment, two (2) from each County. The four Counties are jointly appointing the initial twenty (20) members to serve on the RIB. The Counties shall also select one candidate from the interested Indian tribes when such candidate is proposed by the tribes or tribe, if only one tribe participates in the program. The appointments shall be for an initial term, beginning March 1, 2000 and ending, December 31, 2001. Each RIB member serves at the pleasure of the County which offered the member's nomination.

Section VII. Termination, A. Duration. This agreement shall terminate, December 31, 2001 unless extended by amendment in accordance with this 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 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: _____

LINN COUNTY

By: _____
Date: _____

LANE COUNTY

By: _____
Date: 6/29/01

LINCOLN COUNTY

By: _____
Date: _____

APPROVED AS TO FORM
Date: 6/14/01 _____
James D. White
OFFICE OF LEGAL COUNSEL

First Amendment
Intergovernmental Agreement
among
Benton County
Lane County
Lincoln County
Linn County

**FOR THE CREATION OF THE
BL3 REGIONAL INVESTMENT BOARD**

The parties agree to amend the agreement as follows:

Section II. Structure of the RIB, B. Appointments. Each County has nominated one (1) County Commissioner representative, one (1) city representative and one (1) private economic sector representative. For the purpose of appointing the remaining initial RIB members, each County has also offered a slate of individuals who met the representation requirements of ORS 285.242. The four (4) commissioner members met and selected eight (8) candidates for appointment, two (2) from each County. The four Counties are jointly appointing the initial twenty (20) members to serve on the RIB. The Counties shall also select one candidate from the interested Indian tribes when such candidate is proposed by the tribes or tribe, if only one tribe participates in the program. The appointments shall be for an initial term, beginning March 1, 2000 and ending, December 31, 2001. Each RIB member serves at the pleasure of the County which offered the member's nomination.

Section VII. Termination, A. Duration. This agreement shall terminate, December 31, 2001 unless extended by amendment in accordance with this 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 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: _____

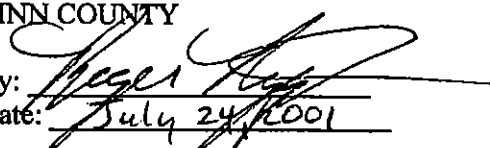
LANE COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: _____
Date: _____

LINN COUNTY

By: 
Date: July 24, 2001

First Amendment
Intergovernmental Agreement
among
Benton County
Lane County
Lincoln County
Linn County

FOR THE CREATION OF THE
BL3 REGIONAL INVESTMENT BOARD

The parties agree to amend the agreement as follows:

Section II. Structure of the RIB, B. *Appointments*. Each County has nominated one (1) County Commissioner representative, one (1) city representative and one (1) private economic sector representative. For the purpose of appointing the remaining initial RIB members, each County has also offered a slate of individuals who met the representation requirements of ORS 285.242. The four (4) commissioner members met and selected eight (8) candidates for appointment, two (2) from each County. The four Counties are jointly appointing the initial twenty (20) members to serve on the RIB. The Counties shall also select one candidate from the interested Indian tribes when such candidate is proposed by the tribes or tribe, if only one tribe participates in the program. The appointments shall be for an initial term, beginning March 1, 2000 and ending, December 31, 2001. Each RIB member serves at the pleasure of the County which offered the member's nomination.

Section VII. Termination, A. *Duration*. This agreement shall terminate, December 31, 2001 unless extended by amendment in accordance with this 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 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

LINN COUNTY


By: _____
Date: _____

By: _____
Date: _____

LANE COUNTY

By: _____
Date: _____

LINCOLN COUNTY

By: 
Date: 6.27.01

INTERGOVERNMENTAL AGREEMENT

among

Benton County
Lane County
Lincoln County
Linn County

FOR THE CREATION OF THE BL3 REGIONAL INVESTMENT BOARD

This agreement, effective 1-1-00, is made and entered into among the Counties of Benton, Lane, Lincoln and Linn (hereinafter "Counties.").

- I. Pursuant to ORS 285B.230 to 285B.269, it is the purpose of this agreement to create the BL3 Regional Investment Board (hereinafter "RIB") which will act in an advisory capacity to the Counties for the purposes of preparing and recommending to the Counties a Regional Investment Plan, including its elements as described below; receiving, distributing and managing regional investment funds and rural investment funds; and preparing all required reports to the regional investment program and rural investment program as required in ORS 285B.230 through ORS 285B.263, respectively.

II. Structure of the RIB

A. *Membership.* The RIB will be comprised of twenty-one (21) members who represent various local interests including cities, counties, ports, special districts and Indian tribes, and significant representation from the private economic sector. The RIB will include members who are representatives of rural interests, including local government.

B. *Appointments.* Each County has nominated one (1) County commissioner representative, one (1) city representative and one (1) private economic sector representative. For the purpose of appointing the remaining initial RIB members, each County has also offered a slate of individuals who met the representation requirements of ORS 285B.242. The four (4) commissioner members met and selected eight (8) candidates for appointment, two (2) from each County. The four Counties are jointly appointing the initial twenty (20) members to serve on the RIB. The Counties shall also select one candidate from the interested Indian tribes when such candidate is proposed by the tribes or tribe, if only one tribe participates in the program. The appointments shall be for an initial term, beginning March 1, 2000 and ending June 30, 2001. Each RIB member serves at the pleasure of the County which offered the member's nomination.

C. *Vacancies.* In the event of a vacancy or removal of a RIB member during the term, the initial selecting County shall appoint a replacement within sixty (60) days. Beginning at least three (3) months before the end of the term of RIB appointments, the Counties shall engage in a process for appointments to RIB for two (2) year terms.

D. *Elections.* After the appointments have been made by the Counties, the RIB shall meet and elect a chair and a vice-chair. There shall be no more than one (1) officer from any County. 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. County Commissioners are eligible to serve as officers for the RIB.

E. *Meetings.* The RIB shall meet regularly as determined by the RIB, but not less often than quarterly. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the chair, by 3 of the 4 County Commissioner members, by a majority of the Executive Committee (assuming the creation of an Executive Committee in the bylaws) or by a majority of the full membership of the RIB.

F. *Quorum.* A quorum is defined as a majority of the total members of the RIB, or eleven people. A majority vote of the total members of the RIB is required to make decisions. Each member shall have one vote. If an appointed County Commissioner representative is unable to attend a RIB meeting, another Commissioner from the same County may attend in the appointee's place and shall exercise the same authority as the appointed representative.

G. *Bylaws.* The RIB shall adopt bylaws (and amendments thereto as necessary) for any additional operational rules and procedures, subject to the approval of the Counties. The bylaws, and any amendments to the bylaws, shall be approved upon a majority vote of the total members of the RIB. The bylaws may designate a committee that can act on behalf of the RIB between meetings. The actions of any committees shall be subject to ratification by the RIB, except when those actions have been previously authorized by the RIB. Under no circumstances may committees reverse a decision of the RIB.

H. *Applicable Laws.* The RIB shall be responsible for complying with all federal, state, and local laws, ordinances and regulations applicable to this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Specifically, the RIB shall be subject to and shall comply with the requirements of the Public Meetings Law, Public Records Law, Public Contract Laws, and Oregon Government Standards and Practices Laws of the State of Oregon.

III. Powers, Duties, and Responsibilities of RIB

A. *Planning and Implementation.* The RIB shall be responsible for developing and updating as necessary a Regional Investment Plan containing the elements required by the State and described in ORS 285B.230 through ORS 285B.263, and shall recommend the Plan and its elements to the Counties for approval. These responsibilities include, but are not limited to:

1. Developing, updating and recommending a Regional Investment Plan and its component elements and recommending a two-year implementation plan element to the Counties.

2. Updating and recommending to the Counties a rural action plan element as a component of the Regional Investment Plan, which is consistent with the purpose and objectives of the Rural Investment Fund.

3. Developing and recommending to the Counties as part of the Regional Investment Plan an element plan for the involvement of disadvantaged and minority groups in the Counties, pursuant to ORS 285B.239(6).

4. Developing and recommending to the Counties as part of the Regional Investment Plan an evaluation plan element with appropriate performance measures that address regional benchmarks and Interim Indicators, which the RIB will use to measure and monitor plan performance.

5. Developing and recommending to Counties as part of the Regional Investment Plan an overall strategy management and project implementation plan element.

6. In developing the prioritized list of projects and activities to be undertaken or funded through the two-year implementation plan element, consulting with the groups and industries as set out in ORS 285B.242(4).

7. Holding a public hearing in each County prior to a vote by each Board of County Commissioners on the adoption of the Regional Investment Plan to be submitted to the Governor for approval.

8. Periodically proposing amendments to the above actions, as deemed necessary by the RIB.

B. *Operations and Oversight.* The RIB shall be responsible for policy oversight of the regional investment and rural investment programs. In addition, the RIB shall:

1. Conduct a competitive selection process which complies with the Public Contract Law to arrive at a list of contractors to recommend to the Counties for award of funds to implement the prioritized projects and activities list. The Counties shall make the final award decisions.

2. Regularly review periodic performance reports (at least quarterly), utilizing the standards and measures in the evaluation plan element, and submit those reports to the Counties, and the State as required.

3. Regularly review periodic expenditure reports (at least quarterly) indicating the success of the programs and projects funded with Regional or Rural Investment Funds and submit those reports to the Counties, and the State as required.

IV. Funding

A. *Source of Funding.* Acting through the Fiscal Agent to be selected by the Counties, the RIB shall receive Regional Investment and Rural Investment Funds from the State. The RIB shall recommend for funding only those projects or expenses that are eligible through the regional investment and rural investment programs as described in ORS 285B.257 and ORS 285B.263. Notwithstanding this prohibition, the RIB may recommend projects that encompass other or multiple funding sources. The expenses may include RIB operations, staff support, and projects and activities to implement the Regional Investment Plan and the rural action plan element. In no instance may the RIB recommend expenditures that are greater than the funds available to the Counties for the regional investment and rural investment programs.

B. *Apportionment of Revenues.* All revenues received by the RIB are to be utilized for the operation and implementation of the regional investment and rural investment programs.

Any revenues which are not utilized for this purpose shall be returned to the State of Oregon. The RIB shall recommend to the Counties for approval what it believes are appropriate portions of the Regional Investment Funds and the Rural Investment Funds to be used for technical assistance and staff support for the Fiscal Agent.

V. Duties and Responsibilities of Counties

A. *Fiscal Agent.* The Counties shall select a Fiscal Agent to provide the necessary level of staff support and technical assistance for the RIB, to provide the administration of the Counties' Regional Investment Plan and the two year implementation plan element, and to provide a prudent level of administration of the regional investment and rural investment programs on behalf of and for the benefit of the Counties.

B. *Planning and Implementation.*

1. Each County, after receiving the Regional Investment Plan and its elements from the RIB, shall review, adopt, and, through the fiscal agent, submit the Plan to the Governor. If a County finds portions of the Plan unacceptable, it shall submit comments back to the RIB for further study and review. After RIB has evaluated the concerns and made any changes it deems appropriate, it shall resubmit the revised Plan to the Counties for review and adoption. The revised Plan shall be submitted to the Governor when three (3) of the four (4) Counties have approved it or as otherwise required by the State.

2. Each County shall likewise receive the two year implementation plan element from RIB, review and adopt it, and through the fiscal agent, submit the implementation plan element to the Governor. If a County finds portions of the implementation plan element unacceptable, it shall submit comments back to the RIB for further study and review. After RIB has evaluated the concerns and made any changes it deems appropriate, it shall resubmit the revised implementation plan element to the Counties for review and adoption.

3. The Counties shall award funds for the projects and activities consistent with the approved Plan and implementation plan elements, to be funded by the Regional Investment Funds and the Rural Investment Funds received by the RIB through the Fiscal Agent. The contracts shall be executed and administered by the Fiscal Agent.

4. The Counties shall receive and review the performance and expenditure reports submitted by the RIB, and provide such direction as is mutually agreed upon by the Counties to the RIB and/or the Fiscal Agent.

C. *Indemnity.* To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, each County agrees to indemnify, defend and hold harmless each of its nominated members to the RIB from all claims, lawsuits and actions of whatever nature brought against those parties which arise from activities undertaken pursuant to the performance of this agreement.

D. *Insurance.* Each County shall ensure that each of its nominated members to the RIB are covered by either its self-insurance program, or is listed as an additional insured on the public liability and property damage insurance policies issued for that County.

E. *Legal Counsel.* Each County shall provide appropriate legal counsel regarding any legal issues or legal proceedings taken against any individual RIB member appointed by

that County related to activities undertaken pursuant to the performance of this agreement. Legal advice shall be provided to the RIB as an ongoing part of the Fiscal Agent services. To the extent there is any additional need for legal counsel for legal proceedings pertaining to the entire RIB and related to activities undertaken in performance of this agreement, the four (4) Counties shall agree as to the provision of such counsel, and the costs for such shall be shared equally among the four (4) Counties.

VI. Severability

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

VII. Termination

A. *Duration.* This agreement shall terminate June 30, 2001 unless extended by amendment in accordance with this Section VIII of this agreement.

B. *Mutual Consent.* This agreement may be terminated by written mutual consent of all parties to the agreement. The written termination shall specify the termination date of the agreement.

C. *Debts, Liabilities and Obligations.* Upon termination, any debts, liabilities and obligations relating to this agreement shall inure to the Fiscal Agent.

D. *Assets.* 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 in possession of the Fiscal Agent for the RIB 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. 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.

IX. Dispute Resolution

Other than appointment or removal disputes covered by Section III above and plan adoption disputes covered by Section VI above, any dispute among the parties arising from the terms or implementation of this agreement, or any claim by any party for breach or enforcement of this agreement, may be submitted upon agreement by all parties, first to mediation and then, if unresolved, to binding arbitration.

X. 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.

Approved by Benton County

By: Bob Speaker

Date: Aug. 8, 2000

Approved by Lane County

By: _____

Date: _____

Approved by Lincoln County

By: _____

Date: _____

Approved by Linn County

By: _____

Date: _____

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.

Approved by Benton County

By: _____

Date: _____

Approved by Lane County

By: William A. Van Vactor

Date: 8-17-00

Approved by Lincoln County

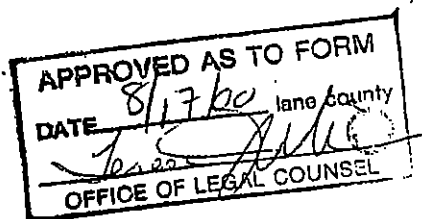
By: _____

Date: _____

Approved by Linn County

By: _____

Date: _____



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.

Approved by Benton County

By: _____

Date: _____

Approved by Lane County

By: _____

Date: _____

Approved by Lincoln County

By: Jean Cowan

Date: 8-9-00

Jean Cowan, Chair, Lincoln County Board of Commissioners

Approved by Linn County

By: _____

Date: _____

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.

Approved by Benton County

By: _____

Date: _____

Approved by Lane County

By: _____

Date: _____

Approved by Lincoln County

By: _____

Date: _____

Approved by Linn County

By: David R. Schmidt

David R. Schmidt, Chairman
Linn County Order No. 2000-487

Date: 8/16/00