

W. G. O.  
corrected  
IGA

## AGENDA COVER MEMO

**DATE:** October 2, 2007 (Date of Memo)  
October 3, 2007 (Date of Meeting)

**TO:** Board of County Commissioners

**FROM:** LCOG, Milo Mecham, Principal Planner, Steve Dignam, Program Director

**TITLE:** Order No. 07-\_\_\_\_\_ IN THE MATTER OF ORDERING THE  
ACCEPTANCE OF THE SIXTH AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF  
THE BL3 REGIONAL INVESTMENT BOARD AND THE SIXTH  
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
FOR THE REGIONAL INVESTMENT PLAN FISCAL AGENT

### I. MOTION

MOVE TO ADOPT ORDER NO. 07\_\_\_\_\_ IN THE MATTER OF  
ORDERING THE ACCEPTANCE OF THE SIXTH AMENDMENT TO  
THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF  
THE BL3 REGIONAL INVESTMENT BOARD AND THE SIXTH  
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR  
THE REGIONAL INVESTMENT PLAN FISCAL AGENT

### II. ISSUE OR PROBLEM

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

This legislative session the legislature changed the operational mission and funding of the Regional Investment Boards.

### III. DISCUSSION

In its prior discussion of this matter the Board expressed concern about the contract amendments and about the impact on the County of the proposed changes to the operation of the Regional Investment board.

The Board asked if any of the other members of the RIB had expressed the same concerns. The answer is apparently not. While approval by the other Counties has been delayed while we identified the appropriate language for the amendments, no other County attorney or Commission member has expressed the same concerns.

Working with the Lane County Counsel, I have developed some proposed modifications to the IGAs that seek to address the Board's desire for more specificity. Again, it is difficult to be as precise about the source of funding as in the past because the legislature did not allocate monies to a specific fund for the work of the RIB, they simply included a discussion of their desires in a budget note. I have attached the note. Regardless of the language, the RIB gets its funds from the legislature, and can only spend the funds authorized by the legislature.

The Board also asked about the importance of the RIB and its future. The funding provided through the program has been a valuable asset in the improvement of the economic vitality of the four county BL3 region. During each of the 2003-05 and 2005-07 biennial sessions the program provided about \$850,000 to be administered by the BL3 board. The funding was allocated to a total of 24 projects which resulted in 1,132 jobs and matching investment of \$38,800,000.

Projects included hi-tech manufacturing, call centers, small manufacturing and local business growth through the Economic Development Alliance of Lincoln County and Linn County Business Development fund. Revolving loan programs administered through Cascades West and Lane Council of Governments also received funding.

This program has ended. The budget notes from the Transportation and Economic Development Subcommittee (dated June 20, 2007), states that the RIBs are to "(m)anage the existing grant and loan portfolios, but cease approving further grants and loans out of funds appropriated for the 2007-09 biennium." It is possible that future legislatures may again modify the direction of the RIBs. For now the RIBS may direct staff to initiate projects and spend money on those projects, but the projects cannot include grants to private entities. (Senate Bill 350, Section 64-3).

The first major project that the legislature indicated that they wanted the RIBs to undertake is the development of a Needs and Issues list. OECDD had asked the legislature to approve another \$100 million in bonding authority for public works infrastructure projects from lottery funds. The legislature asked for a list of projects needing to be funded, and was dissatisfied with the list OECDD provided. They therefore directed OECDD to use the RIBs to develop a list and present it to them

prior to the next legislative session. I have included a copy of a summary letter from OECDD and the legislative budget notes. The RIB discussion is on page 6.

The RIBs have been asked to prepare an Issues List that focuses on "specific barriers, opportunities, or regional assets" and the Needs of the region to overcome the barriers and take advantage of the opportunities and assets. This provides an opportunity for the RIB, and its member counties, to review a range of economic development issues and work towards a strategy for infrastructure improvement programs that emphasize economic development. It also provides an opportunity for the County to develop a list of its own infrastructure improvement needs and bring them to the attention of the legislature and a state funding agency through the RIB process. While the original incentive for developing the list concerned the Special Public Works Fund (SPWF), the legislature cast the net of projects more widely than that original intent. For example, the early discussions indicate that transportation related projects on non-federal and non-state highways can be included if there is a significant economic development component to the project. There are also some teeth in the OECDD expectations. Starting in January if applications for such funds as the CDBG program cannot show that they have been included on the local (RIB) inventory, they will not meet the state requirements for funding.

The legislature has decided that it wishes the Regional Investment Boards to develop a Needs and Issues List including infrastructure development projects that can have a significant impact on regional economic development, and that it will tie economic development funding to the RIBs actions. OECDD has followed through with that instruction.

Lane County is at an advantage in that it has a working Needs and Issues inventory process. While most other areas dropped Needs and Issues in recent years when funding disappeared, the Lane Economic Committee saw the need to continue the process. This should give Lane County an advantage in the upcoming RIB process, because the RIB will look to the LEC to help with this new effort and many of the local governments in Lane County have experience with Needs and Issues.

We also know that it must be a regional and statewide effort to satisfy the legislature. When the legislature asked OECDD for infrastructure projects, OECDD asked economic development committees across the state for their needs and issues lists. Lane County was able to respond, but apparently so few others responded that the legislature found the compilation by OECDD inadequate.

#### IV. Alternatives/Options

The options before the Board are as follows:

1. The Board may take no action. This would create a divided RIB and delay implementation of the legislative mandate.
2. The Board may choose to approve the amendments to the IGAs.
3. The Board may choose to reject the amendments.

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 BL3 staff and to the BL3 RIB. Staff will also obtain executed copies of the agreements and forward them to the RIB for compilation with other county approvals and forward to the State of Oregon.

**V. ATTACHMENTS**

1.
  - a. The proposed Sixth Amendment to the Intergovernmental Agreement for the Creation of the BL3 RIB.
  - b. The full text of the IGA with amendments shown in legislative format
2.
  - a. The proposed Sixth Amendment to the Intergovernmental Agreement to designate Cascades West as the Fiscal Agent for the Regional Investment Board.
  - b. The full text of the IGA with amendments shown in legislative format

Attachment 1a

**Sixth Amendment**  
Intergovernmental Agreement  
Dated January 1, 2000  
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:

(New language is underlined; removed language has ~~strickethrough~~)

- 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 required reports regarding the regional investment program and rural investment program, as required in ORS 285B.230 through ORS 285B.263, respectively. The RIB may receive, distribute, and manage funds and execute duties related to the solicitation, gathering, compilation and submission of a regional infrastructure inventory and issues list.

III. Powers, Duties, and Responsibilities of RIB

- A. Planning and Implementation. The RIB may undertake those activities necessary for the operation, management and reporting of the use of regional investment fund and rural investment funds, and for the development and use of infrastructure investment and issues lists. 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:

IV. Funding

A. Source of Regional and Rural Funding.

1. 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 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 project and activities to implement the Regional Investment Plan and the rural action plan element. In no instance may the RIB recommend expenditures of regional and rural investment funds that are greater than the funds available to the Counties for regional investment and rural investment programs.

- ~~B. 2. Apportionment of Revenues.~~ All Regional and Rural Investment Fund revenues received by the RIB are to be utilized for the operation and implementation of the regional investment and rural investment programs.

3. 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.

- B. Other funds. Acting through the Fiscal Agent, the RIB may receive funds from the State of Oregon to carryout other activities. Acting through the Fiscal Agent, the RIB may also accept and utilize other funds for the implementation of the Regional Investment Plan and other activities authorized by the Counties.

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 and to undertake other activities for the fulfillment of the RIB's responsibilities as specified in and consistent with 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: \_\_\_\_\_

LANE COUNTY

By: \_\_\_\_\_  
Date: \_\_\_\_\_

LINCOLN COUNTY

By: \_\_\_\_\_  
Date: \_\_\_\_\_

LINN COUNTY

By: \_\_\_\_\_  
Date: \_\_\_\_\_

*This IGA incorporates language from the Amendments as previously approved by the Counties.*

## INTERGOVERNMENTAL AGREEMENT

among  
Benton County  
Lane County  
Lincoln County  
Linn County

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

This agreement, effective 01-01-00, 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 required reports regarding the regional investment program and rural investment program, as required in ORS 285B.230 through ORS 285B.263, respectively. The RIB may receive, distribute, and manage funds and execute duties related to the solicitation, gathering, compilation and submission of a regional infrastructure inventory and issues list.

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 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.
- 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 an executive committee of four members; all four counties shall be represented. The Executive Committee shall consist of a Chair, a Vice-chair, and a Past Chair, plus one additional member. The initial chair and vice-chair shall serve beginning upon election and ending June 30, 2001; subsequent officers shall serve for one year. The chair shall have the authority to call and preside over the RIB meetings and shall be the sole official spokes person of the Regional Investment Board on all matters. County Commissioners are eligible to serve as officers for the RIB.
- 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 may undertake those activities necessary for the operation, management and reporting of the use of regional investment fund and rural investment funds, and for the development and use of infrastructure investment and issues lists. 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/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).
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 semiannually), 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 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.

#### IV. Funding

A. ~~Source of~~ Regional and Rural Funding.

1. 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 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 project and activities to implement the Regional Investment Plan and the rural action plan element. In no instance may the RIB recommend expenditures of regional and rural investment funds that are greater than the funds available to the Counties for regional investment and rural investment programs.

- ~~B. 2. Apportionment of Revenues.~~ All Regional and Rural Investment Fund revenues received by the RIB are to be utilized for the operation and implementation of the regional investment and rural investment programs.

- ~~3.~~ 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.

- B. Other funds. Acting through the Fiscal Agent, the RIB may receive funds from the State of Oregon to carryout other activities. Acting through the Fiscal Agent, the RIB may also accept and utilize other funds for the implementation of the Regional Investment Plan and other activities authorized by the Counties.

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 and to undertake other activities for the fulfillment of the RIB's responsibilities as specified in and consistent with this Agreement.

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, 2009 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: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Lane County

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Lincoln County

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Linn County

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Sixth Amendment**  
Intergovernmental Agreement  
Dated January 1, 2000

Between  
Cascades West Economic Development District  
and  
Benton County  
Lane County  
Lincoln County  
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 (New language is underlined):

**Introduction**

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 ORS 190 on May 20, 1985 by and between Oregon District 4 Council of Governments (now Oregon 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 the infrastructure inventory and issues list program required by the State on behalf of the Counties.

II. 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:
  - 9. Developing the required Needs and Issues list and infrastructure development needs list as well as working with the State for successful implementation of the State's expectations with regard to 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

Attachment 2a

boards for the purposes of economic development work required by the State or by the Counties. In connection with the management of those funds, the Fiscal Agent shall:

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.
- 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.

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

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

BENTON COUNTY

CASCADES WEST ECONOMIC  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LANE COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

LINCOLN COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

LINN COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_



**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.

Attachment 2b

- 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 \$121,000 to complete tasks outlined in items I, II, III, IV and V of Exhibit A (05-07 biennium) and as otherwise shown in Exhibit A (05-07 Biennium).
  - 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: \_\_\_\_\_



Attachment 2b

**Linn County**

By: \_\_\_\_\_

Date: \_\_\_\_\_

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

ORDER No.  
07-9-12-8

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

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

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

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

WHEREAS, the current Intergovernmental Agreements, as amended, provide that the Regional Investment Board shall use only Regional Investment Funds and Rural Investment Funds allocated by the legislature; and

WHEREAS the most recent legislative session did not appropriate Regional Investment Funds or Rural Investment Funds, but did appropriate other funds for use by the Regional Investment Boards

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

DATED this 12<sup>th</sup> day of September, 2007.

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

APPROVED AS TO FORM

Date \_\_\_\_\_ lane county

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