
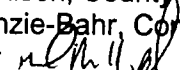


W.B.D.

FILE NOTE

September 5, 2007

By:

Teresa J. Wilson, County Counsel 
Mike McKenzie-Bahr, Community and Economic Development
Coordinator 

Agenda Item:

ITMO Ordering the Acceptance of the 6th Amendment to the IGA for the Creation of the BL3 Regional Investment Board and the 6th Amendment to the IGA for the Regional Investment Plan Fiscal Agent

The proposed amendments are offered in the agenda item; unfortunately, the agreements they are amending are not also presented in their current amended state, so it isn't possible to determine if some of the issues below may be resolved by a review of the fuller picture. As offered in the agenda packet, the amendments present several issues that the Board may wish to discuss and provide direction:

1. The Amendment to the agreement among the Counties (Attachment 2) adds language that appears to cover applying for, receiving and distributing "any other funds" [Section III, B (4)] without ANY limitation. Sections IV(a) and V(b)(3) at least limit the funds to those received from the State. Section III also authorizes entering into contract with the State, again without apparent limitation as to subject, amount or source of funding.

-Does the Board want to approve an agreement that is so broadly written as to apply to funds regardless of their source in one instance, and apply to any or all funds received from the State in the others?

-Does this language take the IGA beyond reasonable limitations of regional investment activity?

-Is the Board comfortable with the contract language?

2. The Amendment to the agreement between BL3 and Cascades West similarly applies to any funds from the State, and authorizes the fiscal agent to receive any funds from the state and to disburse them to contract recipients.

-Does the Board want to give the fiscal agent such broad authority?

-Is the Board comfortable with the relationship with Cascades West, LCOG and the County in conjunction with the BL3?

3. Is the broad level of amendment necessary at this time, given the lack of clarity of the future funding or role for RIBs, or would it be more prudent to reevaluate the relationships when and if funding is more clear?

4. Are these questions and relationships better addressed initially by evaluation at an Economic Development Standing Committee?

cc: Milo Mecham

W. L. D.

AGENDA COVER MEMO

DATE: August 29, 2007 (Date of Memo)
September 12, 2007 (Date of Meeting)

TO: Board of County Commissioners

FROM: LCOG, Milo Mecham, Principal Planner

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

A. Background

The Regional Investment Boards (RIBs) in the last two biennium have concentrated on issuing grants to mostly private companies for the purpose of stimulating job creation. This last session, the legislature decided not to put money into that process and so the Regional Investment Fund and the Rural Investment Fund were not funded. Instead the legislature directed that the RIBs work with the Oregon Department of Economic and Community Development to develop a list of infrastructure improvement needs for local governments around the state. The legislature plans to use this list of infrastructure needs to determine if more money should be used to finance the Special Public Works Fund (lottery money).

Because the previous agreements for operation of the RIB limited them to using Regional and Rural Investment monies, without an amendment to the agreement the RIBs will not be able to carry out the legislative mandate.

C. 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. Board Order No. 06--_____ In The Matter Of Ordering The Acceptance Of The Sixth Amendment To The Intergovernmental Agreement For The Creation Of The Bl3 Regional Investment Board

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**And The Sixth Amendment To The Intergovernmental Agreement For
The Regional Investment Plan Fiscal Agent**

- 2. The proposed Sixth Amendment to the Intergovernmental Agreement
for the Creation of the BL3 RIB.**
- 3. The proposed Sixth Amendment to the Intergovernmental Agreement
to designate Cascades West as the Fiscal Agent for the Regional
Investment Board.**

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON

OFFICE OF LEGAL COUNSEL

Attachment 2

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 ~~strikethrough~~)

- 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 to 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 any other funds and execute other duties in the interest of economic and community development assigned to Regional Investment Boards by the State or by the Counties.

II. Powers, Duties, and Responsibilities of RIB

- A. Planning and Implementation. The RIB may undertake any activities required of Regional Investment Boards by the State or by the Counties. 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.

III. 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 as directed by the RIB or Counties.

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: _____

Attachment 3

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 other related tasks required by the State on behalf of the Counties, or required by 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. Completing other tasks required by the State or by the Counties.
- B. On behalf of the RIB, to receive all Regional Investment and Rural Investment Funds from the State and any other funds. In connection with the management of those funds, the Fiscal Agent shall:

Attachment 3

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: _____