



Attachment 1a

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

among  
Benton County  
Lane County  
Lincoln County  
Linn County

For The Creation Of The B13 Regional Investment Board

The parties agree to amend the agreement as follows:

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

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: \_\_\_\_\_

Attachment 2a

**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

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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: \_\_\_\_\_