

MEMORANDUM OF UNDERSTANDING
Central Oregon Ready Responsive Resilient (CORE3) Agreement

This Memorandum of Understanding (“MOU”) is between the signatory Parties (collectively the “Parties”) for the purpose of working jointly to support the anticipated development of a regional emergency services training and coordination center, furthermore referred to as the “CORE3” facility.

Mission

To deliver a high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk.

Vision

A model center in Central Oregon for public safety providers which delivers superior, collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon.

RECITALS:

The signatory Parties agree that:

- A. There is a critical need for a dedicated, centrally-located, regional multi-agency coordination center to coordinate local, state and regional emergency operations;
- B. Central Oregon, the Redmond community and Redmond airport, will serve a critical function in statewide emergency response and recovery from a catastrophic disaster such as the Cascadia Subduction Zone event;
- C. Central Oregon would benefit greatly by a facility to meet existing and future training needs of local, state, federal and non-profit public safety and emergency management personnel; and,
- D. Opportunities to increase the quality and efficiency of training and coordination are important to meet current and future emergency management and public safety needs of our communities.

AGREEMENT:

- 1. Effective Date and Duration.** This MOU will be effective on the date signed by all Parties. The MOU will remain in effect indefinitely, until terminated as provided in Section 8.

- 2. Partners.**
 - a. Core Partners are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:

Stage 1: Conceptual/Business Plan

Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
Stage 3: Development and Construction
Stage 4: Operations

- b. Associate Partners are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.
- c. Project Management and Convening: The Central Oregon Intergovernmental Council (COIC) will serve as the neutral project manager, and convener, providing fiscal administration as appropriate.

Exhibit C outlines the list of Core and Associate Partners

3. **Decision Making Structure.** The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of Core Partners, Associate Partners, and Ex Officio seats. The Executive Council will strive for consensus. *Exhibit A outlines the Decision Making Roles and Structure.*
4. **Public/Private Partnerships.** CORE3 partners value public-private partnerships in the development and operation of the CORE3 facility, and all such partnerships will be explored.
5. **Fiscal Administration.** COIC will serve as the fiscal administrator for this effort, until such time as the Executive Council deems another arrangement to be more appropriate or beneficial.
6. **Amendment & Review.** The terms of this MOU may be amended or extended only in writing and when signed by all Parties. This MOU is intended to be a living document to meet the agreed-upon-needs of all Parties as CORE3 evolves; this MOU should be reviewed on an annual basis for refinement.
7. **Relation to Future Agreements for CORE3.** By signing this MOU, all Parties acknowledge that future agreements will be created detailing the responsibilities of all Parties in managing and operating a future Regional Emergency Services Training and Coordination Center.

- 8. Termination.** Any Party may terminate its participation in this MOU, upon 60 days written notice to all other Parties. The MOU itself may be terminated in the following manners:
- a. For cause (material breach), following a good faith effort to cure or resolve the issue(s) between the Parties.
 - b. By an Executive Council majority (51%).
 - c. When replaced by a future document to better suit the needs of the CORE3 project and partners.

The notice of termination must be delivered in writing with ten days' prior written notice, by certified mail or delivered in person. (Email delivery with confirmation of receipt will also suffice.)

- 9. Entire Understanding.** This MOU contains the entire understanding of the Parties and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this MOU.
- 10. Authorization to Sign.** Each Party, by the signature below of its authorized representative, acknowledges that it has read this MOU, understands its terms and conditions, and has the authority to sign on behalf of the represented entity.
- 11. Severability.** Should any portion of this MOU be judicially determined illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any Party may renegotiate the terms affected by the severance.
- 12. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the state of Oregon. Jurisdiction over any action arising out of this MOU and over the Parties is the State of Oregon, and the venue shall be the Deschutes County Circuit Court.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Central Oregon Community College

By: Laurie Chesley

Print Name: Laurie Chesley

Title: President

Date: 1-28-27

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: City of Bend

By: DocuSigned by:
Eric King Eric King
FUC398BDD345A438...

Title: City Manager


Date: 1/21/2022

Approved as to Form:

DocuSigned by:
Mary Winters
FUC398BDD345A438...
Attorney Mary Winters

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

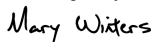
Entity: Bend Fire & Rescue

By: DocuSigned by:
 Todd Riley
887E0442F7704DA...

Title: Fire Chief

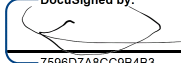
Date: 1/24/2022

Approved as to Form:

DocuSigned by:

F0C398BD345A438...
Attorney Mary Winters

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

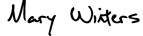
Entity: Bend Police Department

By:  Mike Krantz
DocuSigned by:
7596D7A8CC9B4B3...

Title: Chief of Police

Date: 1/21/2022

Approved as to Form:

 Attorney Mary Winters
DocuSigned by:
F0C398ED345A438...

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Crook County

By: *Brian Barney*

Printed Name: Brian Barney

Title: County Commissioner

Date: 02 / 02 / 2022

Approved as to Form:

N/A
Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Deschutes County 9-1-1 Service District

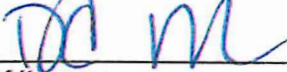
By:  _____

Print Name: Sara Crosswhite

Title: Director


Date: January 25, 2022

Approved as to Form:

 1-27-22
Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: DESCHUTES COUNTY SHERIFF'S OFFICE

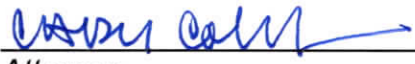
By:  AI

Print Name: L. Shane Nelson

Title: Sheriff

Date: 012422

Approved as to Form:


Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Jefferson County

By: Wayne Fading

Title: Commission Chair

Date: February 2, 2022

Approved as to Form:



Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Jefferson Cty Fire Dist. #1

By:  Jeff Blake

Title: Fire Chief


Date: 1/31/22

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Oregon Office of Emergency Management

By:  _____

Print Name: Andrew J. Phelps

Title: Director

Date: 4 February 2022

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Office of State Fire Marshal _____

By:  _____

Print Name: Travis Medema _____

Title: Chief Deputy State Fire Marshal _____

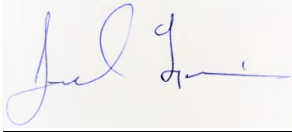
Date: 2/8/2022 _____

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Oregon State Police _____



By: _____

Print Name: Joel Lujan _____

Title: Major _____

Date: 2/3/2022 _____

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: REDMOND POLICE DEPT.

By: DEVIN LEWIS / *[Signature]*

Title: CHIEF OF POLICE

Date: 01-21-22

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Regional Solutions - Central Oregon

By: 

Print Name: Annette Liebe

Title: Regional Solutions Coordinator

Date: 1/24/2022

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Sisters - Camp Sherman RFPD

By: Roger Johnson

Title: FIRE Chief

Date: 2-7-2022

Approved as to Form:

Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

CORE3 MOU 2022

Exhibit A:

Decision Making Roles and Structure

Disclaimer: Exhibit A is draft form and is subject to change. Exhibit A will be finalized and governed by the Executive Council as a first order of business.

I. Executive Council Structure

The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of the following membership:

- a. Core Partner seats (all)
- b. Ex Officio seats:
 - i. County Emergency Managers (3 seats)
 - ii. Central Oregon Fire Chiefs Association and Central Oregon Law Enforcement Services (2 seats for each association)
 - iii. State agencies: OEM (1 seat), Governor's Office (1 seat)
- c. Associate Partner seats (2)

The Council may decide to include a general government and/or citizen seat at a later time.

Project Management Team

The Project Management Team will consist of the following representatives:

- Central Oregon Intergovernmental Council (COIC)
- City of Bend, Bend Fire & Rescue, and Bend Police
- Central Oregon Community College
- Crook County Sheriff's Office
- Deschutes County
- Deschutes County Sheriff's Office
- Deschutes County 911
- Jefferson County Sheriff's Office
- Redmond Fire and Rescue
- Regional Solutions
- Sisters-Camp Sherman Fire District
- Central Oregon Fire Chiefs Association

II. Roles & Responsibilities

- a. **Core Partners:** are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:

- i. Stage 1: Conceptual/Business Plan
- ii. Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
- iii. Stage 3: Development and Construction
- iv. Stage 4: Operations

Core Partners are automatically given a single voting seat on the Executive Council.

- b. **Associate Partners**: Are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.

Associate Partners do not have decision making power, but will be represented by 2 voting seats on the Executive Council. These associate seats will be elected by the full body of Associate Partners.

The Executive Council will develop and govern the process by which Associate Partners can become Core Partners.

- c. **Project Management Team**: The Project Management Team will meet monthly, and will be responsible for supporting the development of agendas, building a draft budget and regular budget check-ins and management, and moving various project work forward. The Project Management Team is not a decision-making body, and will report out to the Executive Council on work accomplished/ongoing and will defer to the Executive Council for all final decisions.

III. Decision Making Structure

A quorum of the Executive Council must be present when making decisions. The quorum is defined as 50% of the Executive Council membership plus one member.

The Executive Council will strive for consensus. If consensus is not possible:

- a. Fiscal decisions will require yes votes of at least two-thirds of the members present to approve.
- b. Other decisions will require majority (51%) yes votes to approve.

Exhibit B: *Site/Subject Property*

I. Site

- a. The Deschutes County Board of Commissioners hereby supports and agrees to reserve a +/- 300-acre area of County-owned property in east Redmond and is specifically located within Map and Tax Lot 1513000000103 (“Property”) for the purpose the CORE3 project and future expansion (“Approximate Project Area”).
- b. The Approximate Project Area as shown on Exhibit B1, is attached hereto and incorporated herein.
- c. After a thorough review of property in Redmond, Oregon, the Property was selected as the Approximate Project Area for the following reasons:
 - i. Redmond is the center of the region, thereby providing efficient access by public safety agencies for emergency response and training purposes; and
 - ii. Redmond Airport is designated as the primary Incident Support Base in the event of a Cascadia Subduction Zone event; and
 - iii. Property is of sufficient size for current needs and future potential expansion as needed; and
 - iv. Property is publicly owned; and
 - v. Property does not have incompatible surrounding land uses.
- d. The Board of County Commissioners wish to disclose the appraised property value as of a point in time for the 300-acres identified by the County for the CORE3 project.
 - i. A third-party appraiser was engaged to provide a property valuation. Given that the property is zoned Exclusive Farm Use (EFU) and it is the intent to annex the property to the City of Redmond and to the Urban Growth Boundary, the appraised value was determined based on industrial zoning, which in essence would be the highest and best use of the property.
 - ii. The appraisal report was received January 5, 2022 and the appraised property value is \$54,450/acre or \$16,300,000 (rounded to the nearest \$100,000).
 - iii. It is known that roughly a 155-acre portion of the subject property has some level of environmental issues which will likely require some level of remediation dependent upon future intended uses. As of Spring 2020, remediation costs were estimated at approximately \$5,000,000. It is also recognized that remediation costs have increased 10-20% annually.¹

II. Land Use and Infrastructure

¹ The value of the land is not discounted due to the anticipated remediation costs.

- a. The Approximate Project Area is currently outside the Redmond Urban Growth Boundary and Redmond city limits.
- b. Project stakeholders, with oversight from the Executive Council will:
 - i. Develop a Master Plan; and
 - ii. Pursue an Urban Growth Boundary (UGB) amendment; and
 - iii. Pursue annexation to the City of Redmond; and
 - iv. Complete any other associated and/or required process for land use entitlement and the provision of infrastructure.
- c. It is anticipated COIC, the City of Redmond, and Deschutes County will enter into a separate Memorandum of Understanding regarding the land use entitlement, amendment, and annexation processes.

Exhibit B1:

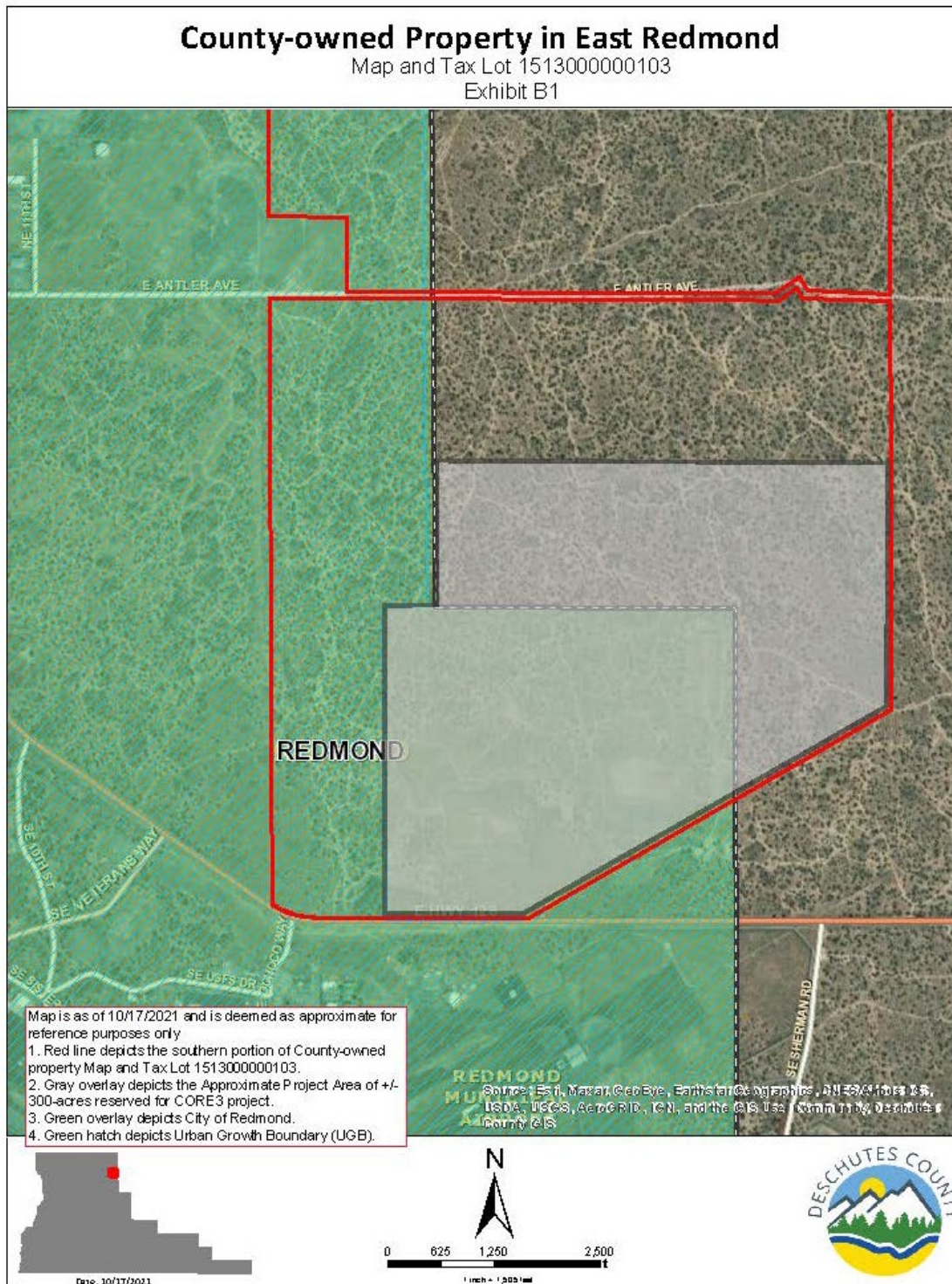


Exhibit C:
Core and Associate Partners

Disclaimer: As there will be a process by which Associate Partners may move into the role of Core Partner that is yet to be decided, this list is subject to change. It is reflective of the group's makeup at the time the agreement was memorialized.

Core Partners	Associate Partners
Central Oregon Community College	Central Oregon Fire Chiefs Association
Central Oregon Intergovernmental Council	Central Oregon Fire Management Service: U.S. Forest Service - Deschutes National Forest U.S. Forest Service – Ochoco National Forest Prineville District Bureau of Land Management
City of Bend / Bend Police Department / Bend Fire and Rescue	Central Oregon Law Enforcement Services
City of Madras	City of La Pine
City of Redmond	City of Prineville
Deschutes County	City of Prineville Police
Deschutes County Sheriff's Office	City of Redmond Airport
Deschutes County 911	City of Redmond Police
Jefferson County	Crook County
Jefferson County Sheriff's Office	Dept. of Public Safety Standards & Training
Redmond Fire and Rescue	Jefferson County Fire District #1
Governor's Regional Solutions	Oregon Dept. of Forestry
Sisters-Camp Sherman Fire District	Oregon Office of Emergency Management
	Oregon State Fire Marshall's Office
	Oregon State Police
	The Confederated Tribes of Warm Springs

Exhibit D:

Potential Future Agreements

Disclaimer: The purpose of this document is to outline potential future agreements for operating a future CORE3 facility. This list is subject to change, and is meant as a starting point only to guide those discussions.

- 1. Landowner Agreements** [serves as placeholder for future agreements regarding dedication of the land, etc. for the subject property]

- 2. Design and Architectural Review**
 - a. Master Plan for Project
 - b. Joint Approval of Plans and Specifications for Project
 - c. Review and Comment
 - d. Construction Drawings and Specifications
 - e. Contractor Selection
 - f. Construction
 - g. Financing
 - h. Project Manager
 - i. Completion Date
 - j. Inspection and Acceptance of Facilities

- 3. Use and Scheduling**
 - a. Use and Scheduling of the Facility
 - i. Members
 - ii. Outside Entities
 - b. Staff
 - c. Supervision of Training Activities
 - d. Live-Fire Training Compliance
 - e. [depending on facility uses, other training uses may be called out e.g. driving course] Training Compliance
 - f. Facility Use for non-Designated Training

- 4. Operation, Maintenance and Repair**
 - a. Facilities Inspection, Repairs and Planned Maintenance Needs
 - b. Custodial Services/Staff
 - c. Utilities

- 5. Indemnification and Insurance**
 - a. Indemnification

- b. Insurance Coverage
- c. Notice of Claims

6. Finance

- a. Fiscal Year
- b. Annual Dues
- c. Budget
- d. Fees

7. Procedures, Property, and Equipment

8. Dispute Resolution