INTERGOVERNMENTAL AGREEMENT
CENTRAL OREGON READY, RESPONSIVE, RESILIENT ("CORE3") PROJECT

This Intergovernmental Agreement (the "Agreement") is dated effective starting the date of last signature (the "Effective Date"), and is entered into between the signatory parties as shown in Exhibit A, attached hereto and incorporated herein by reference, collectively referred to as "Party" or "Parties". A Party or Parties may be added or removed from this Agreement in accordance with the procedure outlined in Section 9.1.

RECITALS:

A. The Parties to this Agreement entered into a Memorandum of Understanding dated May 10, 2022 (the "MOU") pursuant to which the Parties agreed to work collaboratively to support the development and construction of a regional emergency services training and coordination center (the "Project").

B. This Agreement replaces the MOU as further described in Section 9.5, and further outlines and defines the terms and conditions under which the Parties will complete the Project.

C. This Agreement is made pursuant to Oregon Revised Statutes ("ORS") 190.010, which provides for the authorization of units of local government to enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meaning assigned to them in the attached Appendix A.

2. Project Planning. The Parties acknowledge and agree that the following actions concerning the Project have been taken and/or memorialized by the MOU prior to the Effective Date of this Agreement: (a) representatives from various agencies have convened as an Executive Council to discuss the primary objectives of the Project and guide project development; (b) limited funding/grants have been received or obtained for the Project; (c) 300-acres of that certain Deschutes County-owned land with an appraised value of $16.3M as of January 2022and described on the attached Exhibit B (the "Property") have been reserved for the Project; and (d) discussions concerning a separate written agreement between COIC and Deschutes County for the transfer and conveyance of the Property have commenced. The Parties anticipate that the Project will be completed in those Project phases identified in the attached Exhibit C.

3. Party Obligations.

3.1. Core Partner Determination. Subject to the terms and conditions contained in this Agreement, each signatory organization will determine each fiscal year if they want to be a Core Partner or an Associate Partner. Core Partners contribute to and provide funding for the Project. Core Partner funding will be determined annually in accordance with this Agreement, and as outlined in Exhibit D. Each Core Partner will appoint one representative to serve on the Executive Council; provided, however, a Core Partner may appoint an alternate representative to serve as the Core Partner's Executive Council representative in the absence of the Core Partner's primary representative. Each Core Partner will receive one voting seat on the Executive Council. The primary and alternate representatives will serve on the Executive Council in accordance with the Bylaws attached hereto as Exhibit E. Notwithstanding anything contained in this Agreement to the contrary, each Party will

determine whether the Party will become or remain a Core Partner and continue to make the Contribution) by July 1 each year.

3.2. Associate Partner. Subject to the terms and conditions contained in this Agreement, signatory organizations that choose not to be a Core Partner shall be an Associate Partner. Each Associate Partner will provide support for the Project by, among other things, contributing staff time at Project-planning meetings, testifying in support of the Project before governing bodies, and performing other Project-related activities and/or obligations requested by COIC from time to time. Associate Partners are not financial contributors to the Project. Associate Partners will (collectively) appoint two representatives to the Executive Council. These representatives will hold voting seats on the Executive Council.

3.3. COIC. As directed by the Executive Council and the terms and conditions contained in this Agreement, COIC shall implement all Project related real property, personal property, and all other assets, including, without limitation, intellectual property. In addition, COIC will be responsible for all day-to-day Project-related operations, administration, and personnel functions, including, without limitation, the following: (a) contracting, employing, and supervising all contractors and personnel assigned to and/or employed for or concerning the Project; (b) managing and supervising all contractors retained for the Project; (c) incurring and paying, on the behalf of the Parties in accordance with this Agreement and the approved Budget, all Project expenses; (d) expending funds in accordance with the approved Budget; (e) providing (or causing to be provided) all Project related personnel, insurance, legal advice, and management support in accordance with this Agreement and the approved Budget; (f) administrating the invoice process and collecting from each Core Partner the Core Partner's Contribution; and (g) providing generally for the audit, accounting for, reporting, receipt, and custody of Project funds.

4. Project Management.

4.1 Executive Council. Decisions concerning the Project will be made by voting members of an executive council (the "Executive Council") composed of one appointed representative from each Core Partner, two appointed Associate Partner representatives, and two appointed Ex Officio representatives. The Executive Council may appoint subcommittees in accordance with the Bylaws.

4.2 Authority. Subject to the terms and conditions contained in this Agreement, the Executive Council will have the following authority, duties, and responsibilities: (a) oversee and have full responsibility for all matters pertaining to the Project's development and operations, including Project outreach and decision-making; (b) review and recommend the Project budget to the COIC Board of Directors; (c) form subcommittees; (d) enter into contracts subject to and in accordance with this Agreement, the Laws, and Executive Council policies; and (e) carry out such other activities as necessary, required, and/or implied to accomplish the Project's purposes and/or this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds exceeding (or inconsistent with) Budget appropriations.

4.3 Meetings. Except as this Agreement and/or applicable Law requires otherwise, all Executive Council meetings will be held pursuant to and in accordance with the Bylaws. A majority of the then-appointed Executive Council voting members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum is necessary to decide any question before the Executive Council. All Executive Council meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order Newly Revised 12th Edition will govern all procedural matters.

5. Budget; Contributions.

5.1 Budget Preparation. COIC, with assistance from the Project Management Team, will prepare, develop, and recommend an annual Project development work plan and associated budget (collectively, the "Budget") for the Executive Council's review and approval. The Budget will be prepared on a fiscal year basis, commencing July 1 each year and end the following June 30. The Budget will include, among other things, staff costs, consultant fees, capital management, etc. Notwithstanding anything contained in this Agreement to the contrary, the Budget will not be final, binding, and effective unless and until approved by the Executive Council and COIC.

5.2 Core Partner Contributions and Determination of Contribution Amount. No monetary contribution is required to participate in this IGA. Core Partners are determined by contribution amounts. Each signatory party will determine each year if they wish to be a Core Partner. Core Partner contributions and amounts will be determined as per the process outlined in Exhibit D.

5.4 Budget Manager. Subject to the terms and conditions contained in this Agreement, COIC will manage and administer the Budget. COIC will maintain one or more independent bank account(s) for the purpose of recording financial transactions concerning the Project (the "Project Account(s)"). Funds contributed to the Project will be maintained in the Project Account. Project funds will not be commingled with any COIC and/or other Party funds (and will be maintained in accounts separate from COIC and/or any Party accounts).

5.5 Books, Records and Reporting. COIC will maintain separate books and records concerning this Agreement and the Project (i.e., the books and records will not be combined or mixed with any other COIC matters). COIC will make books, records and reporting concerning this Agreement and the Project available to the Executive Council at every meeting.

5.6 Executive Council Budget Obligations. The Executive Council will appoint one member to serve on COIC's budget committee (the "Budget Committee"). All Budget Committee financial decisions concerning the Project must include the concurrence of the then-appointed Executive Council member. The then-appointed Executive Council member shall receive prior approval authority from the Executive Council before concurring with the Budget Committee. Notwithstanding the above in Section 5.6, the Executive Council's authority and/or involvement with the COIC budget is only to the extent the COIC budget concerns the Project. The Executive Council will have no other authority and/or control over the COIC budget.

6. Insurance; Indemnification; Relationship.

6.1 Insurance.

During the term of this IGA, all parties shall maintain in force insurance coverage required by law.

If requested, complete copies of insurance policies shall be provided to CORE3. There shall be no cancellation, material change, reduction of limits without 60 days prior written notice from the Party or its insurer(s) to CORE3.

6.2 Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold the other Party and the other Party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. Each party's indemnification obligations provided under this Section 6.2 will survive the termination of this Agreement.

6.3 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party

will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed Executive Council member.

7. Intent; Formation of ORS 190. The Parties anticipate that the Project may require formation of an intergovernmental entity under ORS chapter 190 ("CORE3"), which intergovernmental entity may be the sole operator of the Project. CORE3 will be a legal entity separate and distinct from the Parties and will have the following general powers: (a) adopt, through action of the Executive Council, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of the Project and/or this Agreement; and (b) perform and exercise all powers pursuant to the Laws, including, without limitation, ORS chapter 190, which are necessary and/or appropriate to carry out the objectives of the Project. After formation of CORE3, COIC will transfer and convey all Project related assets subject to this Agreement to CORE3, contingent upon the approval of the Executive Committee.

8. Term; Termination

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until a new CORE3 ORS 190 is established and functioning as its own legal entity (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement may renew for one or more term(s) of one year each, upon the mutual written agreement of the Parties. This Agreement may be terminated (a) at any time by the written agreement of all Parties, and/or (b) by majority vote of the Executive Council.

8.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Project) by providing prior written notice to the Executive Council. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

9. Miscellaneous.

9.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, the Executive Council may authorize a new party to join the Executive Council only if approved by the unanimous vote of the Executive Council and the additional party agrees to the terms of this Agreement and signs a copy of this Agreement, as amended.

9.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in under the definition of "COIC" in Appendix A (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death

benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Memorandum. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

9.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party shall bear its own costs and attorney fees.

9.5 Legal Representation; Memorandum. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been contracted by COIC to prepare this Agreement. Law Firm represents only COIC in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The MOU is terminated and deemed null and void and of no further force and effect as of the Effective Date; provided, however, the Parties are not released from (and remain obligated for) any liabilities and/or obligations that have arisen out of or under the MOU prior to the Effective Date. This Agreement will not be construed as an actual or implied waiver and/or release of any Party's obligations and/or liabilities arising out of or under the Memorandum.

9.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a Part , the other Party or Parties will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

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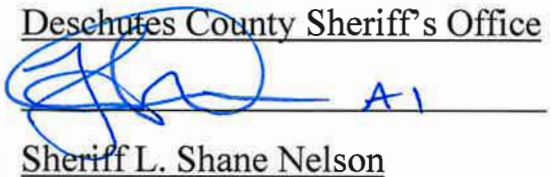
Entity: Deschutes County Sheriff's Office

By:  AI

Print Name: Sheriff L. Shane Nelson

Title: Deschutes County Sheriff

Date: January 16, 2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Oregon Department of Forestry

By: Rob Pentzer

Print Name: Rob Pentzer

Title: District Forester

Date: 1/16/24

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Oregon State Police

By: Michael E Turner

Print Name: Michael E. Turner

Title: Major

Date: 1-16-2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: ODOT Region 4

Signature: Gary FARNSWORTH (Jan 18, 2024 10:08 PST)

Print Name: Gary Farnsworth

Title: Region 4 Manager

Date: 01/18/2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: City of Bend Police and Fire Departments

DocuSigned by:

By: Eric King

409FF33EB4E64D3...

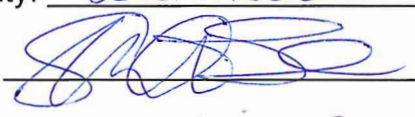
Print Name: Eric King

Title: City Manager

Date: 1/22/2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Deschutes County 9-1-1 Service District

By: 

Print Name: SARA CROSSWHITE

Title: DIRECTOR

Date: 1-29-2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Jefferson County Fire & EMS

By: Jeffrey Blake

Print Name: Jeffrey Blake

Title: Fire Chief

Date: 1/29/24

Approved as to Form:

_____

Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Sisters Camp Sherman RFPD

By: _____

Print Name: Roger Johnson

Title: Fire Chief

Date: January 29, 2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: City of Redmond

By: [signature]

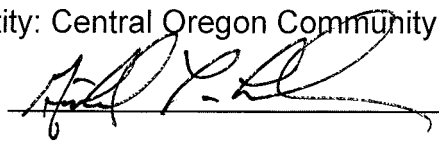
Print Name: Keith Witosky

Title: City Manager

Date: January 30, 2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Central Oregon Community College____

By: 

Print Name: Michael LaLonde_____

Title: Vice President of Finance and Operations

Date: 1/31/2024_____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Crook County, Oregon

By: _____

Print Name: Brian Barney

Title: County Commissioner

Date: 01/31/2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Jefferson County Sheriff's Office

By: Jason Pollock

Signature Name: _____

Title: Sheriff

Date: 1/31/2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Ochoco NF & Crooked River NG

By: _____ Digitally signed by A JEFFRIES Date: 2024.02.08 14:55:01 -08'00'

Print Name: A. Shane Jeffries

Title: Forest Supervisor

Date: February 8, 2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: REDMOND FIRE & RESCUE

By: [signature]

Print Name: PAT DORE

Title: FIRE CHIEF

Date: 2/20/2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Deschutes National Forest

By: HOLLY JEWKES Digitally signed by HOLLY JEWKES Date: 2024.03.07 15:40:29 -08'00'

Print Name: Holly Jewkes

Title: Forest Supervisor

Date: 03/07/2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Bureau of Land Management, Prineville District

By: AMANDA ROBERTS Digitally signed by AMANDA ROBERTS Date: 2024.03.08 04:20:09 -08'00'

Name: Amanda S. Roberts

Title: District Manager, Prineville District

Date: March 8, 2024

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: City of Madras

By: _____

Print Name: Will Ibershof

Title: City Administrator

Date: 4/18/24

Approved as to Form:

_____

Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: Oregon Department of Corrections

By:

Print Name: Gail Levario

Title: Assistant Director, Employee Services

Date: April 29, 2024

Approved as to Form:

_____

Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: COIC

By: Tammy Baney

Print Name: Tammy Baney

Title: Executive Director

Date: 5/21/24

Approved as to Form:

_____

Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

DATED this 15th day of May, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice-Chair

PHIL CHANG, Commissioner

Recording Secretary

Approved as to Form:

County Counsel

Appendix A
Definitions

"Agreement" has the meaning assigned to such term in the preamble.

"Associate Partner" has the meaning assigned to such term in Section 3.2.

"Budget" has the meaning assigned to such term in Section 5.1.

"Bylaws" means the CORE3 Executive Council Bylaws adopted September 22, 2022, and attached hereto as Exhibit E, as amended.

"COIC" means Central Oregon Intergovernmental Council, an intergovernmental entity organized under ORS chapter 190, whose address is 334 NE Hawthorne, Bend, Oregon 97701.

"COIC Budget Committee" means the then-appointed budget committee of COIC.

"CORE3" has the meaning assigned to such term in Section 7.

"Core Partner" has the meaning assigned to such term in Section 3.1.

"Deschutes" means Deschutes County, Oregon whose address is 1300 NW Wall Street, Bend, Oregon, 97703.

"Effective Date" has the meaning assigned to such term in the preamble.

"Executive Council" has the meaning assigned to such term in Section 3.1.

"Initial Term" has the meaning assigned to such term in Section 8.1.

"Law(s)" mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

"Law Firm" has the meaning assigned to such term in Section 9.5.

"MOU " has the meaning assigned to such term in Recital A.

"Party" or "Parties" means the parties to this Agreement, individually and collectively.

"Project" has the meaning assigned to such term in Recital A.

"Property" has the meaning assigned to such term in Section 2 and is more particularly described in the attached Exhibit .

"Project Management Team" (PMT) means an advisory committee to the CORE3 Executive Council, composed of members appointed by the Executive Council. The PMT meets monthly and serves as an initial review and idea generation group working with COIC staff.

"Representative(s)" mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

Exhibit A
Signatory Parties
(12/01/2023)

City of Bend Police Department	Oregon Department of Transportation
City of Bend Fire Department	Oregon Department of Emergency Management
Central Oregon Community College	Oregon State Police
Central Oregon Intergovernmental Council	Oregon State Fire Marshal
Crook County	Oregon Department of Forestry
Deschutes County	Ochoco National Forest (COFMS)
Deschutes National Forest (COFMS)	Prineville Bureau of Land Management (COFMS)
Deschutes County Sheriff's Office	City of Prineville Police Department
Deschutes County 911	City of Redmond
Jefferson County	Redmond Municipal Airport
Jefferson County Sheriff's Office	Redmond Fire and Rescue
Jefferson County Fire & EMS	Sisters - Camp Sherman RFPD
City of Madras Police Department	

Exhibit B
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 state the property value as of a point in time for the 300-acres reserved by the County for the CORE3 project.
    vi. 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.
    vii. 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).

II. Land Use and Infrastructure

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 Grown 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.

1513000000103

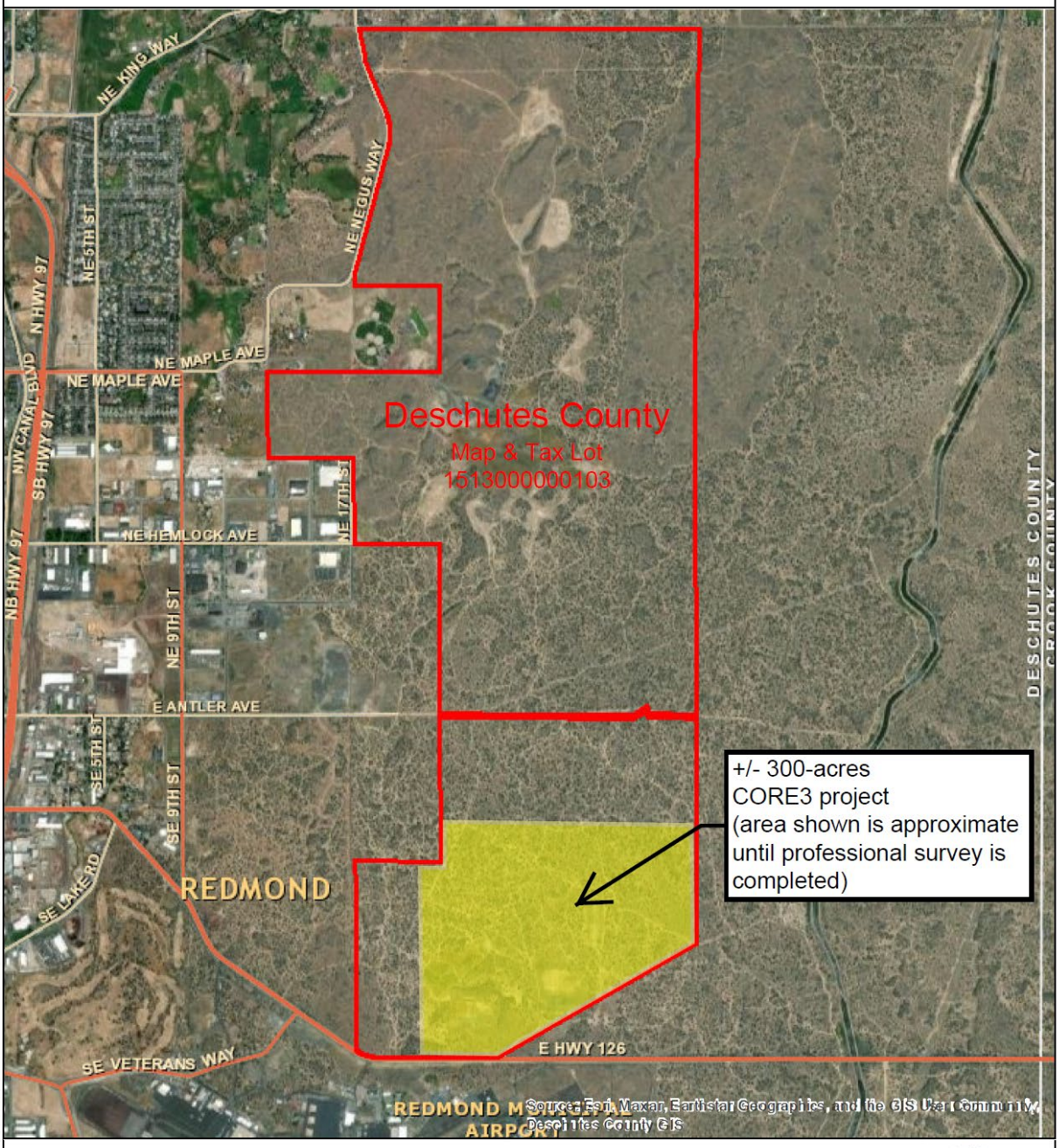


Exhibit C

Project Phases

Phase 1: Conceptual/Business Plan

Phase 2: Master Plan, Land Use, Site Securement, Design/Engineering

Phase 3: Development and Construction

Phase 4: Operations

Exhibit D

Work Plan and Budget Process for Core Partners

CORE3 operates on a July 1 through June 30 fiscal year (FY).

Timeline	**Process**	**Lead**	**Anticipated outcome**
Sept/Oct of preceding FY	Staff creates draft SOW and associated cost estimates, workshops with PMT	COIC Staff & PMT	Recommended budget and work plan for following FY
November/December of preceding FY	Executive Council reviews and conditionally approves Draft budget and workplan for next FY (final confirmation in January/February, see below) COIC staff works with partners to confirm desire to support financially as a Core Partner*	Executive Council/Executive Leadership	Final draft budget and work plan for following FY Confirmed list of Core Partners for following FY
December/January of preceding FY	Confirm Core Partners' FTE involved in public safety** Draft each confirmed Core Partner's projected contribution based on FTE. <u>Formula as follows:</u> Total required budget for FY minus grant funding/any funding not provided by core partners = total to be allocated by FTE formula.	COIC Staff	Updated FTEs Local FTE allocations created
January of preceding FY	Work with each Core Partner to confirm their contribution, then revise and finalize the budget and work plan together with the PMT as necessary.***	COIC Staff & PMT	Revised Final Budget and Work Plan
January/February of preceding FY	Executive Council meeting – formally approve budget and work plan for FY		Final budget and contribution amounts for following FY
August of subject FY	Invoices prepared	COIC Staff	Invoices emailed to each confirmed Core Partner, as per their agreed-upon contribution amount.
September of subject FY	Bills due	Core Partners	

*No signatory to this IGA is required to contribute funding to the project in any fiscal year.
**Some Core Partners will use a different unit than FTE, for instances Central Oregon Community College which will allocate their contribution based on student enrollment in public safety programs.
*** FTE allocation is a minimum contribution – some partners have and may continue to elect to provide more than the minimum, in which case their "overage" will be dedicated to project contingency

CORE3 Executive Council Bylaws

Adopted September 22, 2022
Amended May 25, 2023

I. Purpose

This document presents the CORE3 Executive Council's process for working together. Members of the CORE3 Executive Council have agreed to honor and adhere to the principles and guidelines set out in these Bylaws. It is also a living document, and is meant to evolve and grow with the needs, opportunities, and membership of CORE3.

II. CORE3 Mission, Vision, and Goals

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.

All members at the table 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.

III. 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 voting)
b. Ex Officio seats:
    i. Sheriff's Office Emergency Managers (3 non voting seats)

ii. State agencies: OEM (1 voting seat), Governor's Office (1 voting seat)

c. Associate seats (2 voting, all others non voting)

IV. Subcommittees

A. Executive Leadership Team

The Executive Leadership Team is comprised of the CORE3 Executive Council Chair, and two Vice Chairs. The team should include a representative for each of the following interests: fire, law enforcement, and local government. The Executive Leadership Team meets bi-monthly, and is responsible for guiding the Executive Council by setting meeting agendas and directing and advising staff. Executive Leadership Team shall be elected by the voting body of the Executive Council on a staggered biannual basis during the month of February. The fire position will be elected on odd years, with the law enforcement and local government positions being elected on even years.

B. Project Management Team

The Project Management Team meets monthly, and is responsible for supporting the development of draft agendas, building a draft budget and regular budget check-ins and management, creating recommendations for Executive Council consideration, and moving various project work forward. The Project Management Team is not a decision-making body, and reports out to the Executive Council on work accomplished/ongoing.

C. Political Leadership Team

The Political Leadership Team meets monthly, and supports CORE3 through strategic political leadership. The team provides guidance to the Executive Council, works to identify and support strategic funding and partnership opportunities, and help address barriers.

V. Partner 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:

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

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

B. **Ex Officio Seats:** The following organizations have a seat at the Executive Council by virtue of the role they play in the region/state emergency services.

   i. Sheriff's Office Emergency Managers (non-voting seats)
   ii. State agencies: OEM (1 voting seat), Governor's Office (1 voting seat)

C. **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 on an annual basis.

D. **New Project Partners**: New project partners (Associate or Core) may be added at any point by signing onto the MOU (or future IGA). New Core Partners will also need to commit to supporting the project via ongoing funding. Existing partners acknowledge these new partners as active once they've completed the above.

VI. Decision Making Structure

The Executive Council will follow Robert's Rules of Order procedures for decision making.

A. **Reaching Consensus**

The Executive Council will strive for consensus. Consensus on a decision about a project, recommendation, or action the group plans to take will be reached when all meeting participants can make one of the following statements about a decision:

- I agree with the decision and will publicly support it
- I agree with the decision but will refrain from publicly supporting it
- I can live with the decision (and won't disparage it in public)

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

B. **Inability to Reach Consensus**

If consensus is not possible

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

Dissenting votes will be recorded in the meeting notes. Individuals/organizations in dissent will be given an opportunity to share their reasoning and any actions they intend to take as a result.

C. Primary/Alternate Membership and Proxy Voting

All voting agencies/organizations shall designate a primary member and an alternate member. In the event the primary is unable to attend a meeting or respond to a request for an Executive Council vote, the alternate may step in in their place. Alternates will be designated by the voting organization and shall be reported to COIC to document in the membership and contact lists. It is the responsibility of the primary and alternate members to ensure each is apprised of the current project status, and can effectively participate in decision making on behalf of their organization.

In the event an organization's primary and alternate members are unable to respond to an Executive Council vote, the primary voting member may designate a proxy. To designate a proxy, the primary member must notify the Executive Council Chair and project staff in writing in advance of the meeting/vote submission.

D. Issue Summaries and Motions

The proponent of a proposed action will be responsible for reading an issue summary and suggested motion at the meeting where the proposed action or decision is being brought forward. Staff will support the development of issue summaries and suggested motions ahead of the meeting, and will include the information as part of the meeting materials.

VII. Meeting Protocols, Ground Rules, and Communications Protocols

A. Ground Rules

i. Come willing to learn. Respect the range of knowledge present in the group.
ii. Come to meetings prepared.
iii. Present interests, not positions.
iv. Critique constructively and ask clarifying questions.
v. Share all relevant information including any concerns.

vi. Only one person speaks at a time. Allow people to finish their thought. No interrupting or side conversations.
vii. “Share the air” and do not dominate the conversations. Make space for others to share their thoughts.
viii. Keep your colleagues and constituents informed about the process.
ix. Respect one another in and outside of meetings.

B. **Communications Protocols**

Internal: A website will be maintained for storing and sharing all information. Internal documents will be available to CORE3 members online via a document sharing service maintained by CORE3 staff.

External: Information about CORE3 will be made available to external stakeholders via the public website and other venues as appropriate.

Media Interactions: The Executive Leadership Team and staff will be the primary points of contact and only authorized sources for presenting official CORE3 statements to the media. They may choose to designate other representatives to specific topics or issues. This does not preclude members from talking to the media in regards to their individual or their organization’s interest in the project, but should clarify that they are not speaking on behalf of the full Executive Council. Anyone, including Executive Leadership Team members and staff, must inform the full Executive Leadership and staff team of any intended contact with the media regarding the CORE3 project.

VIII. AMENDMENTS

The Bylaws may be amended, repealed, or added to, or new Bylaws adopted by a vote of a 2/3 majority of the membership, provided notice of the purpose of the proposed amendment(s) has been stated ahead of the meeting and included in the agenda. Additionally, for any vote on Bylaw amendments, any member not attending can vote by proxy using the proxy process outlined in section 6: Decision Making Structure. Any member may make a recommendation for changes to these Bylaws.