

AGREEMENT FOR THE ENFORCEMENT OF RULES AND REGULATIONS

THIS AGREEMENT FOR ENFORCEMENT OF RULES AND REGULATIONS (this "Agreement") is entered into effective as of the 22 day of May, 2026 (the "Effective Date"), by and between Sunriver Owners Association ("SROA") and Sunriver Service District (the "District"). This is the sole agreement as specified herein and supersedes all previous Enforcement of Rules and Regulations agreements.

RECITALS

WHEREAS, the District was formed to provide fire prevention and protection services, security services by contract, law enforcement services and emergency medical services, including ambulance services, to the community of Sunriver; and

WHEREAS, ORS 451.010(3)(b) authorizes the District to contract with SROA for purposes of enforcing SROA's rules and regulations (collectively, the "Rules") on SROA's behalf; and

WHEREAS, SROA and the District desire to enter into this Agreement in order to specify those Rules to be enforced by the District and the terms and conditions on which the District will provide such enforcement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1) Delineation of Rule Enforcement Responsibilities

The District shall assist SROA in education and enforcement of those Rules listed on Exhibit "A," attached hereto. Enforcement of all Rules not listed on Exhibit "A" shall remain the sole responsibility of SROA. The Parties intend that the Design Committee Rules and Regulations to be enforced listed on Exhibit "A" shall be the primary enforcement obligation of the SROA, however, the District shall assist SROA in enforcing the Design Committee Rules and Regulations listed on Exhibit "A" during non SROA business hours or upon request. Additional assistance may be provided at the District's discretion. The services required of the District pursuant to this Section 1 shall include, without limitation, diligently (within available resources) patrolling for violation of the Rules listed on Exhibit "A" and taking enforcement action for violations of such Rules, as well as responding to direct complaints referred to the District from SROA staff, or from other reporting mechanisms. The District shall respond to any request in a timely manner based on other activity. The District has the sole discretion to use its personnel to enforce any rule in a specific case.

2) Certain Enforcement Procedures

2.1 Choice of Citation. In the event that an individual violates one of the Rules set forth in Exhibit "A," and the conduct engaged in by that individual also violates state law, the District may issue that individual a citation for violation of the Rule and/or state law, at the discretion of the District employee issuing such citation. In the case of issuance of an SROA citation, the District shall retain and make available to SROA, its Compliance Personnel, and its Magistrate evidence leading to the issuance of the citation. The District will provide necessary information to SROA to ensure compliance to SROA rules and regulations and serve as a basis for reporting per Section 3.1.6 and as a basis for payment as prescribed in Section 4 and Exhibit B.

2.2 Fines & Appeals. All fines levied for infraction of the Rules shall be payable to SROA, and the District shall not be entitled to any portion of any such fine. Once the District has issued a citation for violation of a Rule, any hearing or appeal with respect to that citation shall be administered by SROA in accordance with its own governance documents and internal procedures. The District shall promptly refer any person contacting the District with questions regarding a hearing or appeal to the Administrator of SROA.

2.3 Complaints. If SROA receives a complaint regarding the manner in which the District is enforcing, or failing to enforce, rules pursuant to this Agreement, SROA shall promptly refer the person making the complaint (the "Complainant") to the District's Chief of Police (the "Chief") or the Chair of the District Managing Board. The Chief or the District Managing Board will then process the complaint pursuant to the District's administrative rules.

3) Services to be Provided by the District

Including and in addition to the enforcement responsibilities included in Section 1, the District shall provide the following services to SROA:

3.1 Services Administration

3.1.1 Hire, train, and supervise bicycle-mounted officers ("Bike Patrol"). The budget cap for hiring, training and supervising the Bike Patrol for each season shall be determined by SROA at the beginning of each calendar year.

3.1.2 Recruit, train, and supervise bicycle-mounted volunteer citizen members ("Citizen Patrol").

3.1.3 Provide training to SROA, compliance personnel and for non-mounted SROA volunteer members ("Ambassadors") if requested. The District is not responsible for the performance of the Ambassadors.

3.1.4 Provide the District, Bike Patrol, and Citizen Patrol personnel and volunteers with necessary equipment and supplies as determined in the sole discretion of the District; and

3.1.5 Ensure performance of duties pursuant to the agreed enforcement of rules.

3.1.6 Provide a monthly report of statistics to SROA General Manager, SSD Chief and other interested parties. The monthly report shall be in a form and contain information relating to Rules Enforcement and Bike Patrol as agreed by the two parties. Performance measures, appropriate resourcing, and other resource requests will be addressed during the semi-annual review process detailed below.

4) Payment

4.1 SROA will pay the District for each call to which the District responds for rules enforcement ("Rules Enforcement Call"), subject to the reporting as required by Section 3.1.6. The District will bill SROA monthly for all Rules Enforcement Calls, and include an additional charge for administration and overhead necessary for operations, tracking, and reporting ("Overhead"). Overhead will be charged at the rate of 10% of the total cost for Rules Enforcement Calls for each month. The payment amount for Rules Enforcement calls is provided in Exhibit "B" attached hereto.

4.2 In addition to the charges for Rules Enforcement Calls, SROA shall pay the District 80% of the hourly cost for each member of Bike Patrol retained at SROA's request, as shown in Exhibit "B." Such cost includes 40 hours of training for each member of Bike Patrol at the beginning of their seasonal employment. SROA also agrees to pay Overhead, charged at the rate of 10% of the total cost for Bike Patrol for each month. The District may, at its discretion, use District personnel for other purposes and will not bill SROA for such. Total SROA costs for Bike Patrol are capped on an annual basis as noted in Exhibit "B," including training costs. In the event the Bike Patrol cap is reached, the District shall continue providing Bike Patrol services until the end of the summer season – defined as the Sunday after Labor Day -- as agreed by the parties.

4.3 Any use of Citizen Patrol, or any training of Ambassadors by the District is at the sole cost of the District. Administrative costs of Citizen Patrol shall be covered by the amount in section 4.1 of this agreement. The District will not track any statistics for Ambassadors.

4.4 The payments made under this section are not intended to cover all District costs of providing services under this Agreement. Specifically, costs associated with statutory enforcement activity are excluded.

4.5 Notwithstanding the Termination provisions in Section 5, SROA has the sole right to suspend in entirety any services provided under this Agreement for any calendar year. Upon January 1 of the calendar year following any such suspension, any services suspended during the previous calendar year shall resume. The parties may mutually agree to amend the agreement in accordance with Section 10.7 below in lieu of a suspension of services. During a suspension, the Agreement shall otherwise remain in effect.

5) Termination

This Agreement shall commence as of the Effective Date and continue in full force through December 31, 2027. The Agreement may be terminated earlier (1) by mutual written agreement of the parties, or (2) by either party for any reason upon 90 days' written notice to the other, or (3) if no payment is received within 90 days of the payment date. This Agreement shall be terminated if the District Governing Body fails to appropriate funds necessary to provide agreed services.

6) Indemnification/Insurance

6.1 The District shall indemnify, defend and hold SROA harmless from and against any and all liability arising out of or relating to the performance by the District of its obligations hereunder; provided, that this indemnification obligation shall not apply to the extent such liability arises out of or is related to the nature of the Rule being enforced, rather than the way in which the District enforces that Rule.

6.2 SROA shall indemnify, defend, and hold the District harmless from and against any and all liability arising out of or relating to the performance by SROA, its ambassadors, or its other volunteers of its obligations hereunder, and liability arising out of or related to the nature of the Rule being enforced.

6.3 SROA shall include the District as an additional insured on any liability insurance that may be applicable to claims to rules enforcement in this agreement.

6.4. The District shall include SROA as an additional insured on any liability insurance that may be applicable to claims to rules enforcement in this agreement.

7) Independent Contractor Status

All services rendered by the District hereunder shall be provided as an independent contractor. While SROA shall be entitled to amend any of the Rules listed on Exhibit "A" in its sole discretion, it shall consult with, and receive input from, the District prior to any such amendment. The District shall only be required to enforce any new or amended rule following a written amendment to this Agreement that acknowledges the new or amended rule. The District shall not be required to enforce any such Rule that it deems to be in conflict with local, state or federal law or standard ethical police practices.

8) Incorporation of Certain Management Agreement Provisions

The parties acknowledge and agree that as applicable, the Restated Sunriver Service District Management Agreement 2024-395 is incorporated herein.

9) Review

9.1 The parties shall conduct a semi-annual review of this agreement in March and September of each calendar year, or as otherwise agreed. The review committee shall be comprised of: two SROA Board members; two District Managing Board members;

the SROA Magistrate; the Chair of the Covenants Committee; the District Administrator; the SROA General Manager; the District Fire Chief and the District Police Chief. The SROA Board's designated Ex Officio member of the SSD Board may be present as a representative of the SROA Board. Additional representatives or representatives serving as substitutes for an absent committee member may be requested by the District Administrator or the SROA General Manager to participate in the annual review on an as-needed basis. The review committee shall conduct a review which shall include, but is not limited to the following:

- (a) Review of the District's statistics of SROA Rules enforcement to include complaints, calls for service, warnings and citations per Sections 1 and 3.1.6;
- (b) Identify major issues as well as emerging problems. Discuss potential solutions to these issues (such as signage changes, rules changes, modified enforcement strategies, etc.);
- (c) Identify challenges in the adjudication process and solicit any suggested changes;
- (d) Evaluation of whether any rules, should be added to or deleted from Exhibit "A" of the Agreement, including the impact on enforcement actions and costs;
- (e) Review of the Bike Patrol statistics to include complaints, calls for service, warnings and citations, among other elements as determined by the parties.

9.2 Ongoing collaboration with the staff of the District and the staff of SROA will be utilized to refine and improve protocols in responding to SROA Rules enforcement. This would include sharing requested data.

10) Miscellaneous

10.1 Assignment

No assignment or transfer by either party of such party's rights and obligations hereunder may be made except with the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and permitted assigns.

10.2 Attorney Fees

In any arbitration or litigation concerning this Agreement, the prevailing party shall be entitled to recover all reasonable expenses of arbitration or litigation, including reasonable attorney's fees at arbitration, at trial, and on any appeal or petition for review.

10.3 Arbitration

Notwithstanding anything contained herein to the contrary, any dispute arising under this Agreement shall be promptly submitted to and heard by the Arbitration Service of Portland, Inc, or by any other arbitrator mutually agreed upon between the parties to the dispute. Unless the parties mutually agree otherwise, the arbitration shall take place in Deschutes County. The determination of the arbitrator shall be binding upon the parties hereto, and judgment upon the award rendered may be entered in any court

having jurisdiction thereof. The prevailing party in such arbitration shall be entitled to recover from the other party all expenses incurred in connection with the arbitration, including attorney's fees.

10.4 Notices

All notices and other written communications required or permitted under this Agreement shall be deemed effectively given when delivered in person or when deposited for delivery by registered or certified mail or by overnight courier; addressed as follows:

If to SROA, to:
President
Sunriver Owners Association
P.O. Box 3278
Sunriver, OR 97707

If to the District, to:
Chair
Sunriver Service District Managing Board
P.O. Box 2108
Sunriver, OR 97707

A courtesy copy shall be provided by email where the email address is known or publicly available, on the same day as mailing.

10.5 Headings

Headings in this Agreement are for convenience only and shall not affect its meaning.

10.6 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Modification and Waiver

This Agreement may be amended only by a writing signed by both parties. The observance of any term of this Agreement shall not be deemed to have been waived except by a writing by the party to be bound by such waiver.

10.8 Cooperation

The parties to this Agreement will cooperate with respect to the exchange of information gathered in their respective enforcement of the Rules, except to the extent

that such information sharing is prohibited by statute, by court order, by contract or by oath.

10.9 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement or understanding regarding such subject matter.

10.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

IN WITNESS WHEREOF, the parties hereto have entered into this Rules Enforcement Agreement effective as of the date first written above.

"SROA"
Sunriver Owners Association

By: 
SROA Board President

"District"
Sunriver Service District

By:  *Via Chair*
SSD Managing Board Chair

EXHIBIT "A"

SUNRIVER RULES AND REGULATIONS TO BE ENFORCED:

- Section 2.01 (Motor Vehicle Moving Violations)
- Section 2.02 (Parking)
- Section 2.03 (Pathways, Pedestrians and Cycles)
- Section 2.04 (Golf Carts)
- Section 3.01 (Pets)
- Section 3.02 (Vicious Dogs)
- Section 3.03 (Horses)
- Section 3.04 (Wildlife)
- Section 4.01 A & D (Tree Cutting on SROA Property)
- Section 4.03 (Fires and Smoking)
- Section 4.05 (Solicitation)
- Section 4.06 (Cardinal Landing Bridge)
- Section 4.07 (Temporary Living Accommodations)
- Section 5.01 (Disturbing the Peace)
- Section 5.02 (Firearms and Dangerous Projectiles)
- Section 5.05 (Unmanned Aircraft Systems)
- Section 5.07 (Watercraft)
- Section 5.08 (Nuisance Property)

The District will enforce the following Design Committee Rules and Sunriver Rules & Regulations for violations occurring outside of normal SROA business hours:

SUNRIVER RULES AND REGULATIONS

- Section 5.03 (Littering & Garbage)

DESIGN COMMITTEE RULES AND REGULATIONS

- Section 2.05 d. (Trash)
- Section 2.05 d. (Domestic Animals on Job Site)
- Section 2.05 d. (Trespassing Across Adjoining Lots or Common Ground)
- Section 2.05 d. (Radios on Job Sites)
- Section 2.05 d. (Working Hours)
- Section 2.05 d. (Parking)

EXHIBIT "B"

1. Rules Enforcement Charges.

Pursuant to Section 4.1 of this agreement, the payment for Rules Enforcement calls is as follows.

Calendar Year - Police	Charge
2026	\$50.00 / call
2027	\$52.50 / call

Fire personnel per existing standards bill in hourly increments of \$75/hour with an additional charge of \$100 per use of apparatus. Personnel costs will also rise at 5% per year.

Calendar Year - Fire	Charge
2026	\$75.00 / person / call, \$100 per apparatus
2027	\$78.75 / person / call, \$100 per apparatus

As noted in Section 4.1, there is an additional 10% overhead added to the monthly total cost of Rules Enforcement for administration and overhead.

2. Bike Patrol Charges.

Pursuant to Section 4.2 of this agreement, the payment for Bike Patrol is set at 80% of the total hourly rate for each member of Bike Patrol paid by the District. SROA shall pay for Bike Patrol Services subject to the following rates and annual cost caps.

Calendar Year	Hourly Rate (80% of Total)	Annual Cap
2026	\$23.43 / hour	\$45,000
2027	\$24.61 / hour	\$47,250

As noted in Section 4.3, there is an additional 10% overhead added to the monthly total cost of Bike Patrol for administration and overhead. This cost cap is inclusive of the 40 hours of training per employee.

For Calendar Year 2026, the combined costs to SROA for Rules Enforcement and Bike Patrol will not exceed \$80,000.

For Calendar Year 2027, the combined costs to SROA for Rules Enforcement and Bike Patrol will not exceed an amount as determined and agreed to by both parties during the required September review meeting pursuant to Section 9 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Rules Enforcement Agreement EXHIBITS "A" and "B" effective as of the indicated date.

"SROA"
Sunriver Owners Association

By: 
SROA Board President

"District"
Sunriver Service District

By:  Vice Chair
SSD Managing Board Chair