

AGREEMENT FOR MUNICIPAL SERVICES

THIS AGREEMENT FOR MUNICIPAL SERVICES (this “**Agreement**”) is entered into on this 15 day of Sept., 2023, but made effective for all purposes as of the Effective Date (as defined below), by and among the Coquille Indian Tribe (the “**Tribe**”), Southern Oregon Property Holdings, LLC (“**SOP**”), and the City of Medford, Oregon (the “**City**”). This Agreement runs with the land as to the “**Property**” defined below.

RECITALS

A. The City is a municipal corporation in the State of Oregon, possessing all the powers and authorities of similarly situated cities in Oregon.

B. The Tribe is an Indian tribal government that was previously terminated by Congress and subsequently restored to Federal recognition under the Coquille Restoration Act, 25 U.S.C. §§ 715 et seq., possessing inherent sovereignty and governmental powers and authority over their members and their territory.

C. SOP owns certain real property (and all improvements thereon) located at 2375 S Pacific Hwy, Medford, Oregon 97501 (the “**Property**”), which Property consists of approximately 2.5 acres and is more particularly described on the attached Exhibit A.

D. The Property currently houses a commercial operation that includes a bowling alley commonly known as Roxy Ann Lanes, Oregon Lottery retail outlet, restaurant and associated parking.

E. In 2012, the Tribe submitted a fee-to-trust application (the “**Application**”) to the Bureau of Indian Affairs to transfer legal title to the Property to the United States of America in trust for the benefit of the Tribe (“**Trust**”) and to determine that, once placed into trust, the property will be eligible for gaming under the federal Indian Gaming Regulatory Act (“**IGRA**”). As of the date first written above, the parties anticipate the possibility that legal title to the Property will be transferred into Trust and the property will be determined to be eligible for IGRA authorized gaming.

F. In Resolution 2023-23, the City established a position of neutrality toward the Application conditioned on execution of a municipal services agreement with terms acceptable to the City.

G. Pursuant to the Application, the Tribe and SOP intend to remodel and/or expand the current building on the Property and operate IGRA authorized gaming (the “**Project**”) on the Property. Project completion will occur in a two phased approach. The first phase includes the existing bowling operations with up to 100 Class II gaming machines (“**Phase I**”) and the second phase of the Project includes remodeling the building and expanding gaming operations with the additional IGRA authorized gaming (“**Phase II**”).

H. The Tribe finds that the phased approach is prudent in light of the economic realities of funding and financing the Project and also responds to the community support for the bowling operations.

I. In the City’s comments to the Application, the City identified safety concerns for pedestrians crossing Charlotte Ann Road to patronize the Project because Charlotte Ann Road at the intersection with Highway 99 is not developed to the City’s transportation safety standards and specifications for pedestrians and vehicular traffic. The Tribe recognizes the importance and need for

improvements to Charlotte Ann Road at or near the intersection with Highway 99 and desires that such improvement be addressed if the property immediately to the west of Charlotte Ann Road at the intersection with Highway 99 is used by Project patrons for parking.

J. The City currently provides Municipal Services (as defined below) required to the Property. For purposes of this Agreement, the term “**Municipal Services**” shall mean all municipal services provided by the City to properties and residents within the exterior boundaries of the City, including, without limitation, (a) water and storm water services provided by the Medford Water Commission and the Medford Public Works Department, (b) the full range of law enforcement services provided around the clock by the Medford Police Department, and (c) the full range of services provided around the clock by the Medford Fire Department (including fire protection and EMT).

K. The Property will continue to need Municipal Services when the Property is accepted into Trust. This Agreement is meant to provide for continuation of existing services, and is not meant to require the City to provide a higher level of services than other similar or adjoining properties in the City of Medford receive.

L. The parties acknowledge and agree that this Agreement is unique and, therefore, does not create and will not be construed to create precedent for any fee-to-trust transfer, gaming-related or nongaming-related.

M. The Tribe and its economic development entities desire to operate Tribal economic development projects in a manner that benefits the Tribe, its members, and the community as a whole.

N. The Tribe, SOP, and the City (each individually a “**party**” and together the “**parties**”) recognize that this Agreement is an important and mutually beneficial means for furthering the government-to-government relationship between the parties and in building trust, mutual respect, good will, and cooperation for the benefit of the entire community. Further, this Agreement is intended to provide the Tribe and the City with greater certainty concerning future planning of the Project. Accordingly, the parties desire to enter into this Agreement to describe the terms and conditions pursuant to which the City will provide Municipal Services to the Property when legal title to the Property is transferred into Trust.

O. It is the intent of the parties that so long as the Property receives Municipal Services that the parties have an agreement in place concerning the payment for and delivery of such services.

P. For purposes of calculating the call of a Police Department call for service, the parties assume that it would involve an average of 1.6 units for an average of 23.9 minutes per unit per call. For purposes of calculating the cost of a Fire Department call for service, the parties assume calls would involve 4.0 units per call. The average time is 30 minutes for a medical call and 60 minutes for a fire call, with 17% of calls in 2022 being for fires, resulting in an average call length of 35.1 minutes per unit per call. Police cost of service is based upon patrol officer salary, step 3 of 6, assuming an average differential of 9% (different officers have different differentials based upon their individual qualifications) and assuming 2080 hours per year. Fire cost of Service is based upon firefighter salary, step 3 of 5, and assuming an average differential of 8%, and assuming 2080 hours per year.

Q. The term “days” in this Agreement shall refer to calendar days unless “business days” is specified.

NOW THEREFORE in consideration of the mutual promises, covenants and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, agree to the terms and conditions of this Agreement as follows:

1. Intergovernmental Relationship. Federal, Tribal and Oregon laws establish or authorize intergovernmental relationships between the federal government, federally recognized Tribes and the State of Oregon and its political subdivisions. Nothing in this Agreement alters or diminishes the sovereignty of the Tribe or the jurisdiction or authority of the Tribe or the Federal government over its properties or authorizes the City to regulate in any manner the government or activities of the Tribe. Neither the City nor the Tribe claims governmental responsibility over properties within the jurisdiction of the other.

2. Purpose; Contractual Services. The Parties recognize that none of the Tribe, SOP, or the Project is subject to the levy of taxes, assessments, or other like charges for Municipal Services as of the Effective Date; but the Parties desire that the City continue to provide Municipal Services to the Property for the compensation set forth herein. Services performed pursuant to this Agreement are rendered on a strictly contractual basis.

3. Municipal Services. The City provides various tangible and intangible Municipal Services and also makes available to persons and properties within the City the various utility and other services provided by other agencies. In consideration for the payments to be made by the Tribe and SOP pursuant to this Agreement, the City will provide Municipal Services (as defined above in Recital I) to the Property at the same level and quality as provided on the Effective Date, but in no event less than the level provided to all other residents and businesses within the City, including, without limitation, the following:

3.1 Stormwater. Stormwater services on the same basis as all other businesses in the City.

3.2 Water; Sanitary Sewer. The parties recognize that provision of potable water is provided by the Medford Water Commission. The City will not contest or interfere with the Property's eligibility and ability to receive such water services under such terms as the Tribe and/or SOP arrange with the Medford Water Commission. The Property's sanitary sewer service is provided by Rogue Valley Sewer Services, not the City. The City will not contest or interfere with the Property's eligibility and ability to receive such sanitary sewer services under such terms as the Tribe and/or SOP arrange with the Rogue Valley Sewer Services.

3.3 Law Enforcement. The Medford Police Department (the "**Department**"), on behalf of the City, will provide law enforcement services to the Project in the same manner as if the Project was not in trust, 24 hours per day, 7 days a week, in generally the same manner provided to similar commercial properties within City. (Note: The Department, as a matter of practice, coordinates the provision of law enforcement services with other agencies on an as-needed basis. It is the intent of the parties that, to the extent that the City does this for all other City residents and businesses, the City will be obligated under this Agreement to do so for the Property.)

3.4 Fire Protection; EMS. The Medford Fire Department will provide fire protection and emergency medical services to the Property to protect property and public safety on the Property. The parties recognize that EMS services provided by the Medford Fire Department does not include transport, and that the local ambulance service, Mercy Flights is a 501(c)(3) nonprofit separate from the City.

3.5 Street maintenance. The City will perform street maintenance of publicly-owned streets serving the Property on the same basis as other businesses in the City.

4. Payments for Municipal Services. As consideration for the Municipal Services provided by the City together with the specific municipal services described herein, the parties have determined that the appropriate mode for payment for the provision of Municipal Services by the City to the Property would be on a fee-for-service basis, more specifically described as follows.

4.1 Storm Water Services. To the extent that SOP or the Tribe utilizes the City's storm water system for the Property, SOP will make payments to the City on the same basis and at the same rates as other improved commercial properties within the City, as memorialized in the City's Storm Drain Utility Fee.

4.2 Water Services. SOP and the Tribe will continue to make water service payments to the Medford Water Commission on the same basis and at the same rates as all other commercial users of the water system.

4.3 Law Enforcement and Fire Protection – Annual Payment.

4.3.1 The parties acknowledge that due to the nature of law enforcement, fire protection, and EMT services generally, and due to the unique level of such services required for the business operated by the Tribe and SOP on the Property, it is difficult to specifically quantify the cost of the services provided. Notwithstanding the foregoing, the Tribe and SOP desire that the City receive a payment in an amount approximately equal to the actual cost of providing police, fire, and EMS services to the Property. Therefore, after reviewing cost data over the prior years, SOP agrees to pay to the City on behalf of SOP and the Tribe an annual payment in the amount of \$60,000.00 (the “**Annual Payment**”), subject to the terms and conditions contained in this Agreement. The parties acknowledge and agree that the initial Annual Payment is fair and adequate consideration for the City's provision of the described services until the annual payment is adjusted as described below.

4.3.2 Unless otherwise agreed in writing, the Annual Payment will be paid in quarterly installments in advance on the first business day of each calendar quarter (i.e., quarterly installments will be due on January 1, April 1, July 1, and October 1 of each calendar quarter (or the first business day after any such date that is not a business day), with the first quarterly installment being due on the January 1, April 1, July 1, or October 1 that immediately follows the Effective Date. The parties may agree in writing to any alternate payment schedule. The Annual Payment will be prorated for any partial year that the term of this Agreement commences or ends.

4.3.3 The parties acknowledge and agree that it is mutually beneficial that the Annual Payment reflect an amount approximately equal to the actual cost of providing police, fire, and EMS services to the Property. Upon the second anniversary of the Effective Date and continuing on the fourth, sixth, and eighth anniversary of the Effective Date, the parties will determine the number of Calls For Service (as defined below) during the two years preceding the applicable anniversary. The parties will then determine any increase (or true-up) to the Annual Payment for the following year in accordance with the following:

a. In the event that the average number of Police Calls For Service per year during the two previous years multiplied by the Police Cost For Service, plus the average number of Fire Calls For Service per year during the two previous years multiplied by the Fire Cost For Service (combined the “**Annual Emergency Service Cost**”), equals an amount exceeding the Annual Payment amount paid to the City each year during the previous two years, then (a) SOP

(on behalf of the Tribe) will pay the difference of such amount with the next installment payment, and (b) the Annual Payment will increase to such amount plus the then applicable cost of five Police Calls For Service. In the event that the Annual Emergency Service Cost is less than the Annual Payment amount paid to the City each year during such period, the Annual Payment will remain unchanged.

b. Upon the anniversary date for each year of this Agreement, the Cost of Service for Calls For Service shall be adjusted to include a proportionate share of any change in personnel costs for such City departments since the prior anniversary date. Increases shall include, but not be limited to increases in salary, incentives, health insurance and PERS costs.

c. This "true-up" shall be conducted every two years for the duration of the Agreement, including any extensions of the Agreement's term.

d. For purposes of this Agreement term "Call(s) For Service" means any call that is generated that results in a response by members of the City to the Property, to include, without limitation, the following: (a) police related calls; assaults, alarms, thefts, trespassing, disorderly conduct and warrant services; and (b) fire/EMS related calls; alarms and all other fire and medical related incidents. As of the Effective Date, the parties agree that the estimated average cost of a Police Call For Service is \$42.20 (the "**Police Cost of Service**") and the estimated average cost of a Fire Call for Service is \$170.02 (the "**Fire Cost of Service**"). For avoidance of doubt, Calls for Service include any call where the "location" of the call is listed as the Property on the applicable report. The number of calls for service may be equitably adjusted by eliminating repetitive callers or bad faith calls for service where that materially affects the total number of calls.

4.4 Street Maintenance Services. SOP and the Tribe will continue to make street maintenance payments on the same basis and the same rates as all other commercial users of the street system, as memorialized in the City's Street Utility Fee.

4.5 Sanitary Sewer. SOP and the Tribe will continue to make sanitary sewer service payments to the Rogue Valley Sewer Services on the same basis and at the same rates as all other commercial users of the sewer system.

5. Building Plan Review Services. In any situation that requires Building Safety review as per the Tribe's Code (as defined below) or the International Codes adopted by reference therein, City agrees to perform plan review and building inspections services for Property as the Tribe's contracted Code reviewing firm.

5.1 Building Plan Review. Whenever the Tribe initiates a process for construction or renovation that requires review as per the Tribe's Code or the International Codes adopted by reference therein, the Tribe will provide the City with three complete sets of building plans and payment as described in section 5.3. City will inspect the building plans for compliance with standards specified in the fire, structural, plumbing, and mechanical codes (the "**Codes**") in the forms currently adopted by the Tribe. All plan reviews will be performed by, or under the supervision, of the City's building official. The building official will notify Tribe in writing of any deficiencies discovered during the plan review within fifteen (15) business days of submission of the plans. The City shall not be required to review or comment on plans that are not reasonably complete when submitted, and the City will notify the Tribe within fifteen (15) business days of the City's receipt of any plan submission the City reasonably deems inadequate. The Tribe and SOP will have thirty (30) business days to respond to the City's findings or commence correction of the inadequacies. The Tribe and SOP submitting a correction or other

resubmission shall recommence another fifteen-business day review window for the City's building official. If the Tribe fails to respond to the City's findings or commence correction of the deficiencies with the aforementioned 30-day period, then the City may post the findings to the City's website until the inadequacies are remedied.

5.2 Building Plan Site Inspections. As part of any major construction or renovation to be performed on the Property that would otherwise require a City building permit but for the Property's trust status, SOP or the Tribe shall contact the Medford Building Safety Department to arrange for site inspections. City will perform other site inspections upon request. Site inspections will be made not more than 72 hours after receipt of a request for inspection, and site re-inspections will be made not more than 24 hours after receipt of a request, provided that all requests and all work will be made and performed during City's normal working hours, Monday through Friday and that weekends and holidays shall not count against the timeline to perform inspections. The building official will advise the Tribe in writing of any deficiencies discovered during a site inspection.

5.3 Compensation of City. The fees for the City's services under this Section 5 will be identical to the fees that the City would charge for a similar review of a property within its jurisdiction, but no permits or certificates of occupancy will be issued by the City and no payments for such permits or certificates will be made by the Tribe or SOP. Payment will be made upon the Tribe's request for the City to review plans.

5.4 Limitation of City's Obligations. The City will perform plan review and building inspection services hereunder solely in an advisory capacity to advise the Tribe whether Code standards have been met. The City is not responsible for issuing building permits for work performed on the Property, nor will the City undertake any action to assure that any building, land improvement, or other work is performed in accordance any code other than through the review and section process set forth herein.

6. Site Inspections. The Fire Marshal or designee may make routine fire safety inspections of the building, during normal business hours and without prior notice, not more than once per year. All other site inspections will be made not more than seventy-two (72) hours after receipt of a request for inspection from the Tribe, and site re-inspections will be made not more than seventy-two (72) hours after receipt of a request, provided that all requests and all work will be made and performed during City's normal working hours, Monday through Friday. The building official or the fire official, as the case may be, will advise the Tribe in writing of any Code deficiencies discovered during a site inspection. The Tribe and SOP will have thirty (30) days to respond to the City's findings or commence correction of the deficiencies. If the Tribe fails to respond to the City's findings or commence correction of the deficiencies with the aforementioned 30-day period, then the City may post the findings to the City's website until the defect is remedied.

7. Charlotte Ann Road Improvements. The parties acknowledge and agree that certain transportation safety improvements to Charlotte Ann Road are necessary to meet to the City's transportation standards and specifications, specifically, improvement of the frontage of the properties adjacent to Charlotte Ann Road. During the Term, SOP and the Tribe agree that the property to the west of Charlotte Ann Road at the intersection with Highway 99 will not be used for parking by Project patrons. The parties acknowledge and agree that if SOP and the Tribe make the subject property available to Project patrons for parking purposes, such action will constitute a "substantial change in use" under Section 9. The no-parking requirement described herein will be announced by adequate signage and enforced (or caused to be enforced) by the Tribe, SOP, or other entity of the Tribe.

8. Stormwater. Whenever the SOP or Tribe builds new impervious surfaces, or replaces existing impervious surfaces of at least 5,000 square feet (including accessibility or ADA improvements) on the Property, the SOP or Tribe shall build stormwater facilities as described in the City's current stormwater manual (which, as of the execution of this Agreement, is the 2023 Rogue Valley Stormwater Quality Design Manual) or the Tribe's then current stormwater manual or code. The Tribe will provide to the City a copy of its plans and specifications for any new stormwater/drainage facilities for the Project site ("**Infrastructure Facilities**") for review and comment. The City's review and return of the plans and specifications will constitute the City's agreement that the Infrastructure Facilities will be satisfactory to the City, if constructed materially in accord with the plans and specifications and the City's comments (hereinafter, the "reviewed plans and specifications"). The City shall not unreasonably withhold comment to the Tribe's submitted plans, and in any event the period for such review and comment by the City shall not exceed thirty (30) days from the date of submission or reasonably complete plans to the City. If the City's comments require or trigger revised plans, the comment period process shall be repeated. The Tribe will construct the Infrastructure Facilities in material conformance with the reviewed plans and specifications. If the City finds the construction not in accord with the reviewed plans and specifications, the City will so advise the Tribe as described in Section 6, "Site Inspections," and the parties will then follow the notice, response, and comment process described in that section.

9. Substantial Change in Use. In the event there is a substantial change in the primary use of the Property after the Effective Date, including completion of Phase II or suspension/cessation of IGRA authorized gaming at the Property, the parties agree to meet in good faith to negotiate a mutually agreed upon adjusted Annual Payment or contract provision (such as Charlotte Ann Road under Section 7) to reflect the substantial change in use. If a mutually acceptable modification of the Annual Payment or contract provision cannot be reached within thirty (30) days after one party declares in writing to the other party that a substantial change in use has occurred and provides a description of the change in use, the matter will be submitted for resolution as set forth in Section 10.2. The parties may mutually agree in writing prior to the end of such 30-day period to extend the time period to meet and negotiate the modified Annual Payment or amendment concerning a contract provision such as Charlotte Ann Road, as applicable.

10. Disputes and Remedies.

10.1 Procedures. The parties to this Agreement have a mutual interest in fair, prompt, effective, and final resolution of disputes. The parties agree to the procedure described in 10.1 for disputes over performance and 10.2 for disputes regarding a substantial change in use of the Property:

10.1.1 Initial Notice. If a party believes that the other party has failed to perform its obligations under this Agreement, the complaining party (the "**Complaining Party**") will provide a written notice of alleged failure (the "**Notice**") to the other party (the "**Responding Party**"). The Notice will (i) state the date on which the Complaining Party first believed that the other Party had failed to perform, (ii) contain a detailed explanation of the failure to perform, and (iii) state the remedy or remedies sought. The Complaining Party will include with the Notice—or will send to the Responding Party within five (5) business days after the date on which the Notice is sent—all of the records upon which the Complaining Party intends to rely to prove its right to the remedy it has identified in the Notice.

10.1.2 Response to Claim. The Responding Party will have ten (10) business days after the date on which it receives the Notice, or such later date on which it receives all of the records upon which the Complaining Party intends to rely, to respond to the Complaining Party by (i) agreeing to the remedy, (ii) proposing an alternate resolution to the claim, or (iii) stating that the Responding Party does not believe there is a valid claim (the "**Response**"). The Responding Party will provide with the Response—or will send to the Complaining Party within five (5) business days after the

date on which the Response is sent—all records the Responding Party will rely on to prove that the Complaining Party is not entitled to the remedy it seeks.

10.1.3 Meeting. The Complaining Party will have ten (10) business days (the “**Response Review Period**”) after the date on which it receives the Response, or such later date on which it receives all of the records upon which the Responding Party intends to rely, to review the Response. Within ten (10) business days following the end of the Response Review Period, the parties will meet to attempt to resolve the dispute. The parties, or their representative with authority to resolve the dispute, will meet for not less than eight (8) hours over a period of five (5) business days (unless the matter is resolved earlier) either in person or telephonically to discuss and attempt, in good faith, to settle the dispute. Any settlement will be recorded in a written document signed by the parties.

10.1.4 Arbitration regarding Breach. If the parties are not able to settle the dispute after completing the procedures in Section 10.1.1, Section 10.1.2, and Section 10.1.3, each party agrees to submit to binding arbitration of the dispute by the Arbitration Service of Portland, Inc., and any arbitration proceeding will be governed by the rules of the Arbitration Service of Portland, Inc. as modified in this Section. If there is any inconsistency between the terms hereof and the rules of the Arbitration Service of Portland, Inc., the terms and procedures set forth herein shall control.

a. No sooner than ten (10) days following the end of the 5-day meeting period, the Complaining Party may initiate a claim with the Arbitration Service of Portland, Inc. for the appointment of a single neutral arbitrator to resolve the parties’ dispute. The arbitrator shall be an attorney licensed in the State of Oregon with at least ten (10) years’ experience drafting or administering business contracts, and the arbitrator shall not be related to or affiliated with any party to this Agreement.

b. The parties will serve the Notice and Response on the appointed arbitrator within five (5) business days of the arbitrator’s appointment.

c. Within fifteen (15) business days of the appointment, each of the parties will submit a brief (limited to fifteen (15) pages, double-spaced and size 12 font), which may include sworn affidavits or declarations (which affidavits or declarations will not count against the 15-page limit), to the arbitrator and the other parties to support their positions on the dispute.

d. Each party will have ten (10) business days after the other party’s brief is filed to submit a response to the brief (which response is limited to fifteen (15) pages, double-spaced and size 12 font, not including any additional sworn affidavits or declarations submitted with the response) to the arbitrator and the other parties.

e. There will be no hearing, discovery, or live testimony, and the arbitrator will resolve the controversy based on the written record provided in the Notice, Response, and the parties’ briefs and any responses submitted to the briefs. The appointed arbitrator will use the arbitrator’s best efforts to issue a final and binding decision on the dispute within fifteen (15) business days of the expiration of the period for the parties to submit response to the briefs.

f. The arbitrator may grant any relief or remedy deemed by the arbitrator to be just and equitable and which is within the scope of this Agreement, including but not limited to actual damages, specific performance, or other equitable relief, and the prevailing party in the arbitration award will be entitled to recover from the other party all costs and fees incurred in connection with the arbitration, excluding attorneys’ fees, as determined by the arbitrator. The

resolution of any controversy or claim as determined by the arbitrator will be binding on the parties..

10.2 Arbitration Regarding Substantial Change in Use. In any situation where a substantial change in use has occurred and the parties have not successfully reached agreement concerning a modified Annual Payment or amendment concerning Charlotte Ann Road, as applicable, through direct negotiation, this paragraph shall govern. While the parties arbitrate under this paragraph, the existing contract shall remain in effect.

10.2.1 During the above-described negotiations, either party may declare impasse so long as direct negotiations have been attempted for at least thirty (30) days. Within thirty (30) days of the declaration of impasse, each party shall submit to the other party in writing the last best offer of the party. Final offers shall be clearly titled as "Last Best Offer."

10.2.2 The parties may select their own arbitrator through stipulation. If no stipulation is reached, the parties shall initiate an arbitration with the Arbitration Service of Portland, Inc. for the appointment of a single neutral arbitrator to resolve the parties' dispute. The arbitrator shall be an attorney licensed in the State of Oregon with at least ten years' experience drafting or administering business contracts, and the arbitrator shall not be related to or affiliated with any party to this Agreement.

10.2.3 At hearing, the arbitrator may administer oaths and shall afford all parties full opportunity to examine and cross-examine all witnesses and to present any evidence pertinent to the dispute. unresolved mandatory subjects submitted to the arbitrator in the parties' last best offer packages shall be decided by the arbitrator. Arbitrators shall base their findings and opinions on these criteria giving first priority to paragraph (a) of this subsection and secondary priority to paragraphs (b) to (f) of this subsection as follows:

- (a) The interest and welfare of the public.
- (b) The past history of agreements between the Parties.
- (c) Any changes in circumstances since the last agreement between the Parties was negotiated.
- (d) Comparison of the overall contract terms with other municipal services agreements between federally recognized Indian tribes and comparable communities.
- (e) The stipulations of the parties.
- (f) Any such other factors as the arbitrator deems just and equitable.

10.2.4 Not more than thirty (30) days after the conclusion of the hearings or such further additional periods to which the parties may agree, the arbitrator shall select only one of the last best offer packages submitted by the parties and shall promulgate written findings along with an opinion and order. However, if the arbitrator finds that a provision of the prevailing Last Best Offer is contrary to applicable law regarding the Tribe's sovereignty, the arbitrator is not required to reject that entire Last Best Offer and instead may strike or modify the particular provision at issue. The arbitrator's findings, opinions, and order shall be based upon the criteria prescribed in subsection (c), above.

10.2.5 The cost of arbitration shall be borne equally by the parties.

10.3 Continuing Performance. Pending final resolution of any dispute, and subject to the other terms of this Agreement, the City shall continue to provide services at the level provided for in this Agreement, and the Tribe and SOP shall continue to make payments in accordance with this Agreement.

11. Limited Waiver of Sovereign Immunity. Under the various laws of the United States and the State of Oregon, the parties may have sovereign or other immunities which would prevent or impair the enforcement of the terms of this Agreement. Without making any general waiver, limitation, or modification of sovereign and other immunities, each of the parties hereby severally acts and agrees as follows:

- (a) the Tribe hereby grants to the City a limited waiver of the Tribe's sovereign immunity, so that the City:
 - (1) may invoke the dispute resolution provisions of Section 10 of this Agreement (including arbitration) to enforce the terms of this Agreement against the Tribe,
 - (2) may commence an action in court (see subsection 11(c) below) against the Tribe to compel arbitration in accordance with Section 10 of this Agreement, and
 - (3) may commence an action in court (see subsection 11(c) below) against the Tribe to reduce to judgment any award made to the City in an arbitration conducted pursuant to Section 11 of this Agreement, and to enforce such judgment;

provided, however, this limited waiver of sovereign immunity is not, and will not be deemed to be, a consent by the Tribe to the entry or levy of any judgment, lien, or attachment upon any property or income other than unencumbered income, property or other assets of SOP, and no assets of the Tribe, of any Tribal member, or other affiliate of the Tribe shall be liable for any judgment or award rendered hereunder;

- (b) the City hereby grants to the Tribe and SOP a limited waiver of the City's sovereign immunity, so that the Tribe and SOP:
 - (1) may invoke the dispute resolution provisions of Section 10 of this Agreement (including arbitration) to enforce the terms of this Agreement against the City,
 - (2) may commence an action in court (see subsection 11(c) below) against the City to compel arbitration in accordance with Section 10 of this Agreement, and
 - (3) may commence an action in court (see subsection 11(c) below) against the City to reduce to judgment any award made to the Tribe or SOP in an arbitration conducted pursuant to Section 10 of this Agreement, and to enforce such judgment;

provided, however, that nothing herein waives any qualified immunity that the City or its employees enjoy with respect to discretionary functions of the City or discretionary actions of employees of the City performed within their official capacity;

- (c) each of the parties agrees to submit to jurisdiction and venue in United States District Court for the District of Oregon if it has jurisdiction and to any federal court having appellate jurisdiction over said court, or, if such federal courts determine that they do not

have jurisdiction, then to jurisdiction and venue in any state court in Oregon that may have jurisdiction and any appellate court thereof, to compel arbitration consistent with the provisions of this Agreement and to reduce to judgment and to enforce any arbitration award, including monetary and non-monetary relief and any other remedy consistent with the provisions of this Agreement; each of the parties agrees that this Agreement will be interpreted and construed in accordance with, and governed in all respect by the laws of the State of Oregon;

- (d) each of the parties agrees that a final judgment issued pursuant to subsection 11(c) above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

The foregoing limited waivers of sovereign immunity set forth in this Section 11 will terminate with the expiration or earlier termination of this Agreement; provided, however, that if on the date of expiration or termination of this Agreement a Complaining Party has delivered one or more Notices of one or more disputes and the dispute or disputes described in said Notices have not been resolved under the procedures set forth in Section 10, then the foregoing limited waivers of sovereign immunity will continue in effect but be limited to only such pending disputes, and such limited waivers shall terminate on the earlier of (i) the resolution of all such disputes on terms satisfactory to all parties, (ii) the satisfaction of any resulting arbitral award, or (iii) the expiration of the applicable statute of limitations for enforcement of such award.

12. Effective Date and Term. This Agreement is being executed on the date first stated above but will not become effective and enforceable until the date on which the United States Secretary of the Interior accepts the Property into Trust for the Tribe (the “Effective Date”). This Agreement will remain in effect until the tenth (10th) anniversary of the Effective Date of this Agreement (the “Term”) or until this Agreement is terminated, modified or extended by circumstances set forth in this Agreement. Upon expiration of the Term, this Agreement may be renewed upon the parties’ mutual written agreement, on the terms and conditions set forth herein.

13. General Provisions.

13.1 Notices. Any notice or consent required or permitted to be given shall be in writing and will be served upon the other by: (i) internationally recognized overnight delivery service (e.g., FedEx, UPS or DHL Express) or first class mail at the address shown on the signature page and shall be considered delivered three days after deposit with the delivery service; or (ii) by electronic mail, to the email address shown on the signature page, so long as the other party confirms receipt.

13.2 Severability. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; any other provision of this Agreement or the remaining portions of the applicable provision shall remain in full force and effect.

13.3 Time of the Essence. Time is of the essence for each provision of this Agreement.

13.4 Amendment. This Agreement may be amended in writing by mutual agreement of the parties.

13.5 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver

is sought. No waiver of any right or remedy in respect of any occurrence or event will be deemed a waiver of any right or remedy in respect of any other occurrence or event.

13.6 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts will be construed together and have the same effect as if all of the parties had executed the same instrument. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. 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.

13.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the parties agree that there exists no other understandings or agreements, either express or implied, concerning the subject matter of this Agreement. Nothing in this Agreement shall be interpreted as a submission by either the Tribe or SOP to the jurisdiction of the City, the State of Oregon, or to any other governmental body. The parties will submit this Agreement to the United States Department of the Interior for either (a) approval pursuant to 25 U.S. Code § 81, or (b) a written response that this Agreement does not encumber Indian lands under 25 U.S. Code § 81 or does not require approval under 25 U.S. Code § 81.

13.8 Force Majeure. Neither party will be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, epidemics, natural disasters, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events will occur, the time for payment and/or performance will be extended for the duration of each such event.

13.9 Assignment. No party may assign this Agreement, in whole or in part, without the prior consent of the other parties; provided, however, SOP may, in its sole discretion, transfer and assign all or any part of SOP's interest in this Agreement after providing the City not less than thirty (30) days' prior notice. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.


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The parties have caused this Agreement to be executed as of the date first written above but made effective as of the Effective Date.

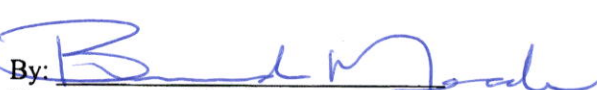
CITY OF MEDFORD

By: 
Name: Randy Sparacino
Title: Mayor of Medford
Address: 411 W. 8th Street
Medford, OR 97501

Email: mayor@cityofmedford.org

Date: 09-11-2023


COQUILLE INDIAN TRIBE

By: 
Name: Brenda Meade
Title: Chair
Address: 3050 Tremont Street
North Bend, Oregon 97459

Email: brendameade@coquilletribe.org

Date: 09-15-2023

SOUTHERN OREGON PROPERTY HOLDINGS, LLC


By: Judy Farm
Title: Manager
Address: 3201 Tremont Avenue
North Bend, Oregon 97459
Email: JudyFarm@tribal.one
Date: 09-15-2023

If applicable:

The Municipal Services Agreement to which this acceptance is affixed is accepted pursuant to lawful delegation/re-delegation of secretarial authority under 209 DM 8, 230 DM 1, 3 IAM 4, 4A.

By: _____
Name: _____
Its: _____
Date: _____

Exhibit "A"

Real property in the County of Jackson, State of Oregon, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF DONATION LAND CLAIM NO. 46, TOWNSHIP 37 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON; THENCE SOUTH 00° 02' 40" EAST ALONG THE EAST LINE OF SAID DONATION LAND CLAIM LINE 1163.22 FEET (RECORD SOUTH 1163.80 FEET); THENCE SOUTH 51° 15' 00" WEST, 1338.47 FEET TO A 5/8 INCH IRON PIN AT THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 51° 15' 00" WEST 468.33 FEET TO INTERSECT THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 99 AT A 5/8 INCH IRON PIN; THENCE ALONG SAID HIGHWAY RIGHT OF WAY LINE ON A SPIRAL CURVE TO THE LEFT (THE LONG CHORD TO WHICH BEARS NORTH 39° 58' 20" WEST, 33.73 FEET) TO A 5/8 INCH IRON PIN, SAID PIN BEING A POINT OF SPIRAL CURVE (P.S.C.), STATION 490+28.72 OF SAID HIGHWAY; THENCE 177.14 FEET ALONG SAID HIGHWAY LINE ON AN ARC OF A 5761.16 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD TO WHICH BEARS NORTH 41° 03' 50" WEST 177.14 FEET) TO A 5/8 INCH IRON PIN, SAID POINT BEING A P.S.C., STATION 492+4.90 OF SAID HIGHWAY; THENCE ALONG SAID HIGHWAY RIGHT OF WAY LINE ON A SPIRAL CURVE TO THE LEFT (THE LONG CHORD TO WHICH BEARS NORTH 42° 00' WEST 12.00 FEET) TO A 5/8 INCH IRON PIN; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 51° 15' 00" EAST, 477.40 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 38° 36' 27" EAST, 222.70 FEET TO THE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 1, 2008.

Tax Parcel Number: 1-056851-1