

Considerations in evaluating options

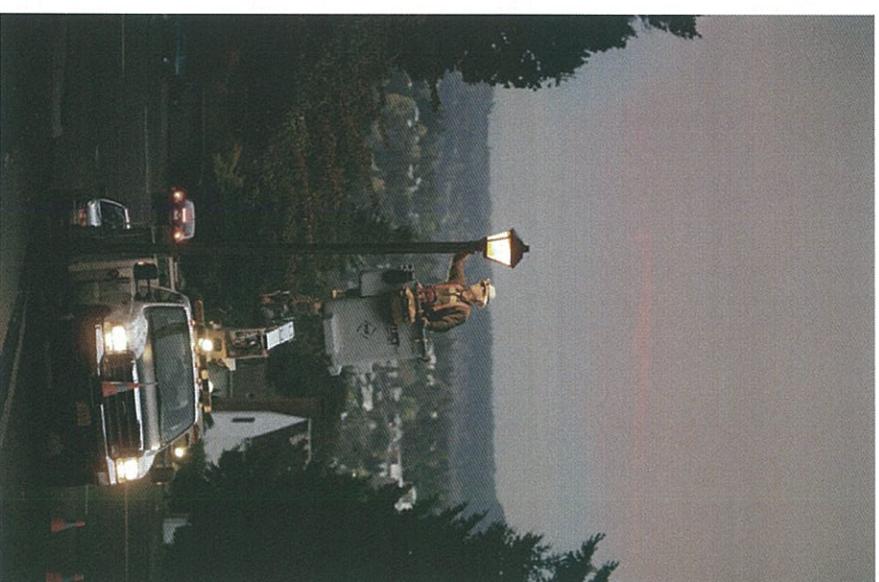
Lighting project management

- Lighting design
- Managing installation of fixtures

Back-office duties

- Outage call handling
- Customer service (shield requests, etc.)
- NJUNS coordination (joint use communications)
- GIS mapping
- Asset management systems
- Work management systems
- Inventory management systems

Economies of scale



What's next

- PGE is happy to present this offer to City of Aurora
- Conversion will begin within three months and be completed in two years or less.



Thank You

Wendy Buck
Government Affairs

Luanne Berkey
Lighting Service and Design
Project Manager

5/30/2013



Marion County Sheriff's Office
 Draft Aurora Budget
 3/4/2013

ATTACHMENT A-1:

FY13-14 Preliminary Budget
 Estimated Expenses
Personnel
 100% Marcellais

Salary & Benefits	Overtime	Total Personnel Services	Total Direct Costs	Admin Charges (9.25%)	Materials & Services and Indirect Cost	Total Annual Cost
100,349	6,457	106,806	35,137	12,023	47,160	153,966

Materials & Services

Per FTE	
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Office Supplies	282
Field Supplies	213
Departmental Supplies	130
Clothing	513
Gasoline	4,630
Cell Phones	915
Data Connections	540
Postage	83
Communication Services	11,970
Laundry Services	115
Printing Services	32
Misc Contractual	311
Maint. - Office Equipment	304
Training	399
Fleet	14700
Total Direct Costs	35,137

<u>Administrative Charges (9.25%)</u>	12,023
<u>Total Indirect Costs</u>	12,023

ATTACHMENT B-1:

CITY OF AURORA / MARION COUNTY IGA SCOPE OF WORK

1. MCSO shall assign one (1) deputy, 40 hours per week to perform the services requested in this agreement, for a total of 40 hours of law enforcement coverage per week within the corporate limits of the City of Aurora. A supervisor may assign follow-up to contract deputy as appropriate.
2. CITY agrees to pay MCSO on a monthly basis amount billed not to exceed the annual contract total as indicated in Attachment A-1. The sum of \$246,213 (12/13 FY = \$92,247 + 13/14 FY = \$153,966) is the maximum payment amount obligated by the CITY throughout the term of this contract.
3. MCSO shall inform CITY of the deputy's tentative monthly schedule at least a week prior to the beginning of the schedule. MCSO shall attempt to accommodate requests for particular coverage requested by CITY.
4. The assigned deputy or Contracts Sergeant may attend City Council and/or police commission meetings to the extent CITY requests such attendance prior to the meeting.
5. When available, MCSO shall provide at no extra cost, extra patrol for CITY if necessary in case of emergency or when assigned deputy requests back-up.
6. As part of routine patrol, assigned CITY deputy will check on businesses and residential areas. As time allows, MCSO patrol deputies will provide additional routine patrol as part of their patrol district responsibilities. Any requested services outside the details outlined in this Scope of Work shall be discussed during City Council meetings and shall be mutually agreed upon by CITY and MCSO.
7. Contract deputy will be proactive and seek positive methods of community policing.
8. As with our other service contracts the ability for deputies to take vacation and/or sick leave is considered part of the contractual agreement. If the municipality wants additional coverage (i.e., vacation coverage) while the assigned deputy is away that is negotiable or can be part of the overtime assessment of the agreement. A typical deputy will accrue up to two weeks of vacation per year.

9. The assigned deputy has access to all of the services the Sheriff's Office provides to our staff. This includes but is not limited to: Detectives, Street Crimes (drug activity complaints), Community Relations Unit, Search and Rescue, Evidence, Forensics (finger print evidence), SWAT, and direct working relations with Parole and Probation. In the event of a major incident these resources may be utilized by the assigned deputy.

INTERGOVERNMENTAL AGREEMENT
ePermit System and Services

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 201_ (the “Effective Date”) by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (“DCBS”) and the _____ (“Jurisdiction”), a political subdivision of the State of Oregon. DCBS and the Jurisdiction may collectively be referred to herein as the Parties and individually as the Party. The Parties are authorized to enter into this Agreement under ORS Chapter 190 and ORS 455.095.

DCBS:

Lori Lee Graham
ePermitting Manager
1535 Edgewater Street NW
PO Box 14470
Salem, OR 97309
FAX (503)378-2322

Jurisdiction:

<<Name>>
<<Title>>
<<Street address>>
<<Phone>>
FEIN: <number>

RECITALS

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services, State Procurement on behalf DCBS issued a Request for Proposal (RFP) for a statewide ePermit system and associated products and services (“ePermit System”). Accela, Inc. was the successful proposer. On or about August 8, 2008, DCBS and Accela, Inc. entered into a contract (“ePermit contract”) by which Accela, Inc, licensed to DCBS ePermitting system software, an IVR system and provided related configuration, implementation and hosting services (collectively the “ePermit System”)
- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. Jurisdiction has requested that DCBS provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- E. DCBS is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the parties hereto agree as follows:

1. DEFINITIONS.

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. "Agreement" means this Intergovernmental Agreement.
- 1.3. "ePermitting Contract" has the meaning set forth in Recital B and includes all amendments thereto.
- 1.4. "ePermit System" means the entire system including the ePermitting software licensed implemented and configured pursuant to the ePermit contract and related Services including hosting and IVR.
- 1.5. "Jurisdiction" has the meaning set forth in the first paragraph of this Agreement.

2. TERM, RENEWAL AND MODIFICATIONS.

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Contract as provided herein. Unless otherwise terminated as provided herein, this Contract will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew in the event that the Jurisdiction's program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or, any other provision of the Agreement, DCBS may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. DCBS will propose such modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction's current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, DCBS may propose modifications to this Agreement and which will become effective upon mutual agreement by the parties in accord with section 19 of this Agreement.

3. PERFORMANCE AND DELIVERY.

- 3.1. Responsibilities of DCBS.
 - 3.1.1. DCBS shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. DCBS shall use its best effort to

provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by DCBS to the ePermit System.

3.1.2. DCBS will implement the Jurisdiction using the process according to the ePermitting Implementation Methodology set forth in Exhibit B. In the event that a Work Order Contract is used to implement a specific city or county, a copy of that agreement shall be provided in Exhibit E.

3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality as described in the ePermit contract and determined during the implementation process.

3.1.4. DCBS will provide technical support for the ePermit program. Support shall be provided to Jurisdiction 7:00 a.m. to 4:00 p.m. Monday through Friday, except for state observed holidays and state observed furlough days. The general support structure shall be as follows:

3.1.4.1. State ePermitting team provides technical support to participating city or county.

3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

3.2. Responsibilities of Jurisdiction.

3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

3.2.2. Jurisdiction shall provide the resources required in the Implementation Methodology set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit C.

3.2.4. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit F and is defined as either the Standard or Plus.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations of Jurisdiction. Jurisdiction represents and warrants to DCBS as follows:

4.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.

4.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

4.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.

4.1.4. Jurisdiction has reviewed the ePermit contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this agreement based on its evaluation of the ePermit Contract and the ePermit System

4.2. Representations and Warranties of DCBS. DCBS represents and warrants to Jurisdiction as follows:

4.2.1. Organization and Authority. DCBS is an agency of the state government and DCBS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

4.2.2. Due Authorization. The making and performance by DCBS of this Agreement (1) have been duly authorized by all necessary action of DCBS and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

4.2.3. Binding Obligation. This Agreement has been duly executed and delivered by DCBS and constitutes a legal, valid and binding obligation of DCBS, enforceable according to its terms.

4.2.4. Performance Warranty. DCBS will use its best efforts to provide Jurisdiction access to the ePermit System and implement the Jurisdiction according to the ePermit contract and Exhibit B. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and DCBS has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.

4.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. ACCESS TO RECORDS AND FACILITIES.

5.1. Records Access. DCBS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

5.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

5.3. Public Records. Jurisdiction shall be deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

6. JURISDICTION DEFAULT. Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

6.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

6.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

7. DCBS DEFAULT. DCBS shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. DCBS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

7.2. Any representation, warranty or statement made by DCBS herein is untrue in any material respect when made.

8. TERMINATION.

8.1. Jurisdiction Termination. Jurisdiction may terminate this Agreement in its entirety as follows:

8.1.1. For its convenience, upon at least six calendar months advance written notice to DCBS, with the termination effective as of the first day of the month following the notice period;

8.1.2. Upon 30 days advance written notice to DCBS, if DCBS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Jurisdiction may specify in the notice; or

8.1.3. Immediately upon written notice to DCBS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

9. DCBS TERMINATION. DCBS may terminate this Agreement as follows:

9.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.

- 9.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 9.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DCBS no longer has the authority to meet its obligations under this Agreement.
- 9.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DCBS may specify in the notice.
- 9.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

10. EFFECT OF TERMINATION.

- 10.1. No Further Obligation. Upon termination of this Agreement in its entirety, DCBS shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.
- 10.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by DCBS in the notice of termination.
- 10.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
- 10.4. Jurisdiction Data. Jurisdiction may obtain a copy of data related to its building inspection program.

11. NOTICE. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or DCBS at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against DCBS, any notice transmitted by facsimile must be confirmed by telephone notice to DCBS's Office of Contracts and Procurement as set forth below. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's responsible party as

agreed upon by jurisdiction and DCBS. Any communication or notice given by personal delivery shall be effective when actually delivered.

- 12. SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 14. GOVERNING LAW, CONSENT TO JURISDICTION.** 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 DCBS (and/or any other agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 15. COMPLIANCE WITH LAW.** The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including DCBS and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 16. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.** The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.
- 17. NO THIRD PARTY BENEFICIARIES.** DCBS and Jurisdiction are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 18. WAIVER.** The failure of either party to enforce any provision of this Agreement

shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

19. AMENDMENT. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20. HEADINGS. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

21. CONSTRUCTION. This Agreement is the product of extensive negotiations between DCBS and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

22. INDEPENDENT CONTRACTOR. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.

23. LIMITATION OF LIABILITY.

23.1. Jurisdiction agrees that DCBS shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF SERVICE.

23.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 26 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

24. FORCE MAJEURE. Neither DCBS nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war

which is beyond the reasonable control of DCBS or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

25. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all under this Agreement.

26. CONTRIBUTION

26.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

26.2. With respect to a Third Party Claim for which DCBS is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim), DCBS shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Jurisdiction in such proportion as is appropriate to reflect the relative fault of DCBS on the one hand and of the Jurisdiction on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DCBS on the one hand and of the Jurisdiction on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DCBS's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DCBS had sole liability in the proceeding.

26.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with DCBS (or would be if joined in the Third Party Claim), the Jurisdiction shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DCBS in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of DCBS on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Jurisdiction on the one hand and of DCBS on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting

in such expenses, judgments, fines or settlement amounts. The Jurisdiction's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

27. AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE. This Agreement consists of the following documents that are listed in descending order of precedence:

This Agreement less all exhibits;
Exhibit A - Jurisdiction Obligations
Exhibit B - Implementation Methodology
Exhibit C - ePermit License Agreement
Exhibit D - ePermit Contract (not attached, but made available to Jurisdiction Exhibit E - (Work Order, if applicable)
Exhibit F – Implementation Model

All attached and referenced exhibits are hereby incorporated by reference.

28. MERGER CLAUSE. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DCBS to enforce any provision of this Agreement shall not constitute a waiver by DCBS of that or any other provision.

**JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT,
UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND
CONDITIONS.**

A. Jurisdiction

By: _____ Date: _____

Printed Name: _____

Title: _____

Draft

B. State of Oregon, Acting by and through its Department of Consumer and Business Services

By: _____ Date: _____

Printed Name: _____

Title: _____

C. State of Oregon, acting by and through its Department of Consumer and Business Services

By: _____ Date: _____

Printed Name: _____

Title: DCBS Procurement Officer

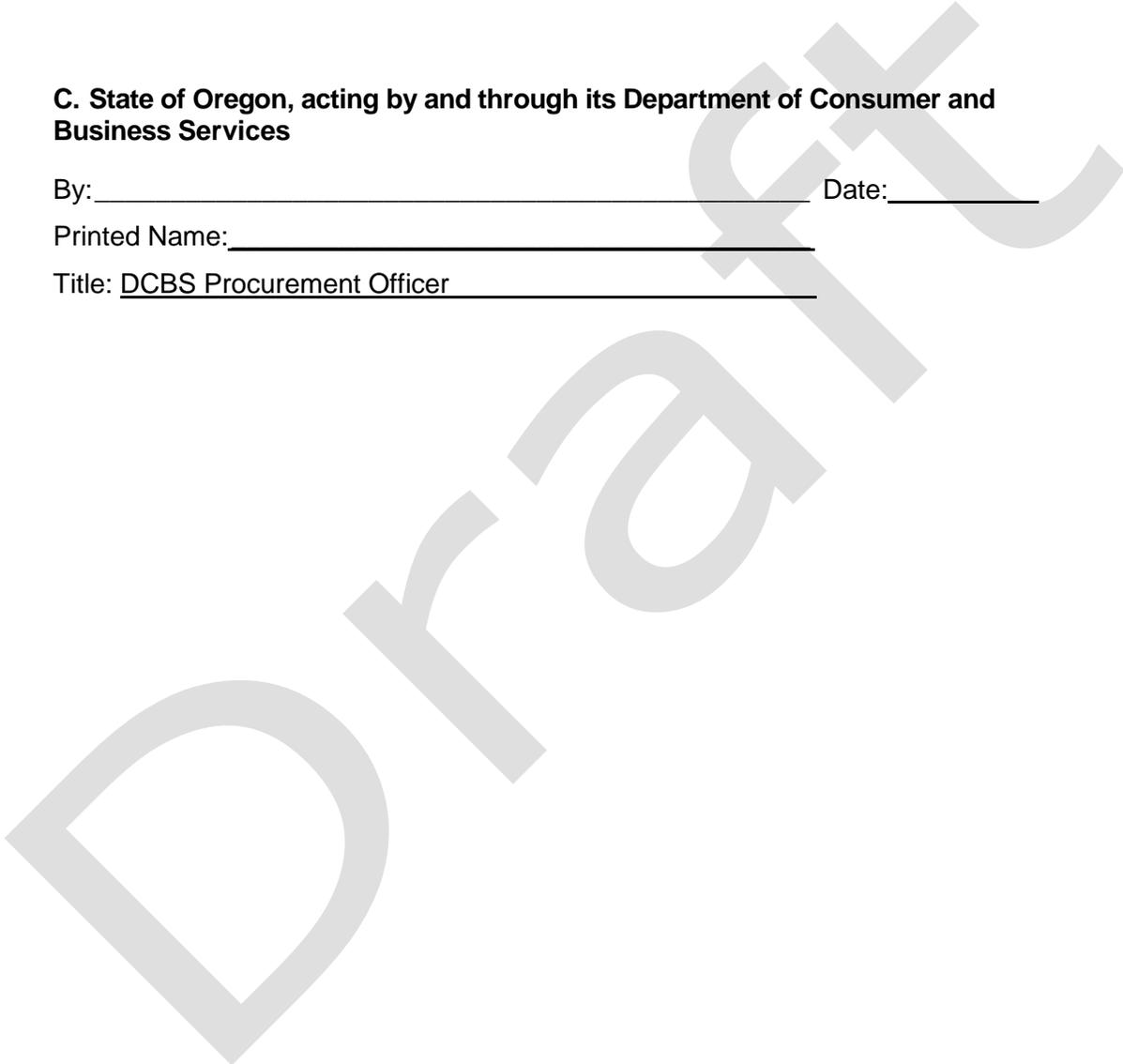


Exhibit A Jurisdiction Obligations

Jurisdiction Software

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

Product Features

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online inspection scheduling for permits in an appropriate status. Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type. Jurisdiction agrees to offer IVR inspection scheduling services.

Permit Numbering Scheme.

As a full service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

Status and Result Codes.

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

Inspection Codes.

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

Supplemental Products Purchased by Jurisdiction through Accela.

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing or other services, are licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

Version (Product) updates.

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through DCBS. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by DCBS.

**Exhibit B
Implementation Methodology**



Your *link*
to building Oregon

**Full Service ePermitting
Project Approach and
Methodology**

Version 1.2

December 23, 2009

Overview

The State of Oregon (State) has partnered with Accela to deliver a new software package which will better serve the construction community, cities, and counties (Jurisdictions) across the State. All ePermitting services will be hosted, with internet access to participating jurisdictions. Two levels of service will be offered: Basic Service (Quick Permits) and Full Service (COTS/Complete)

The Full Service level will include automated building permit management, a public user web portal, telephone voice response inspection scheduling system (IVR), wireless inspection module for field use, possible integration to geographic information systems (GIS) where available, and the potential to interface to other existing 3rd party systems such as Financial or Document Management systems.

Each Jurisdiction that chooses to participate in the ePermitting program will receive the software model, training in the use of the software model including the information necessary to instigate such actions as creating individual record types and administrative training.

Deployment of the ePermitting Software model takes place in three basic stages:

- Gathering of jurisdiction specific information;
- System training of jurisdictional staff
- System testing and go live.

System deployment has been developed that allows a jurisdiction to manage their individual project through a series of online classes and access to the ePermitting team.

To a degree, how quickly implementation occurs is dependent upon participation by the jurisdiction.

Methodology

The implementation period is a highly critical time; it sets the tone for the Jurisdiction's ongoing use of the ePermitting system. A thorough and well-managed implementation will result in the Jurisdiction's successful use of the solution.

To confirm that the implementation is on time and within budget, the State of Oregon implementation team will provide ongoing project management services, in partnership with Jurisdiction staff. Together, the collective project team (State of Oregon and Jurisdiction project staff) will plan and monitor execution of the product deployment.

A successful implementation is vital to the Jurisdiction's long term operation of the ePermitting program. In addition to configuring and installing the system, the implementation period is the time when administrators, users, and power users are trained in their use of the system. This is also that time when Jurisdiction business processes may be analyzed, optimized and adjusted to leverage the full benefit of the ePermitting system.

Levels of staff involved with each implementation vary, based on the number of users, the amount of data to be converted, the modules selected, and the level of configuration required. As a general rule, one can anticipate approximately 600 hours of time to complete the entire process when there is not data conversion, and approximately 400 additional hours, or 1,000 hours total, when there is data conversion.

Success Factors

Project implementation will be a collaborative effort between the State project team and the Jurisdiction project team. Within this process, we define three key factors that will impact our success:

- 1. Knowledge Transfer** - It is critical that Jurisdiction personnel participate in the analysis, configuration and deployment of Accela Automation. The State team will transfer knowledge to Jurisdiction staff, empowering system administrators, power users, and users to be self-sufficient in its support of Accela Automation. These individuals will serve as the Jurisdiction's liaison to the State support team, and will work with these support personnel to troubleshoot and resolve any issues that may arise.
- 2. Dedicated Jurisdiction Participation** – Jurisdiction staff, along with the State team, must be actively involved throughout the entire duration of the implementation, within the parameters of their specific project roles. To keep project stakeholders apprised of progress, Project Status Reports will detail participation, or lack thereof, of Jurisdiction and State resources, as well as the corresponding impact(s).
- 3. Milestone Sign Off Process** – Progress on this project will be measured and documented through signoff of milestone criteria. Often, future milestones may be dependent on timely review and acceptance of preceding deliverables. Delays in the acceptance of a single deliverable have the potential to impact the startup or completion of subsequent milestones and may cause a shift in the overall project timeline.

Exhibit C Software License Agreement

Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.

<p>1. Parties ACCELA Accela, Inc.</p> <p>2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadmin@accela.com</p>	<p>CUSTOMER State of Oregon Department of Consumer & Business Services P.O. Box 14470 Salem, OR 97309 Attention: Building Codes Division T: (503)378-4100 F: (503)378-3989 e-Mail: patrick.allen@state.or.us</p>
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This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.

2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3 Intellectual Property

3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 ~~and 5~~ of this LA, Customer means: i) the individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business

Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.
- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.

3.1.9 All rights not expressly granted to Customer are retained by Accela.

3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA. In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

3.2 License Warranties

3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer with the consent of Customer.

3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

4. Confidentiality

- 4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.
- 4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accelas who need to access or use the System for any valid business purpose, and to advise each of its employees and Accelas of their obligations to keep Confidential Information confidential.
- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each

party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.

4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

END OF DOCUMENT

Draft

**Exhibit E
Work Order Contract**

Under the terms and conditions of the ePermit System Agreement, DCBS has the ability to enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

Draft

EXHIBIT F
IMPLEMENTATION MODEL
STANDARD

Standard Model, version 1 includes:

- **Standard Model Permits (records)**
 - Commercial Agricultural Equine
 - Commercial Alarm Suppression Systems
 - Commercial & Residential Deferred Submittal
 - Commercial & Residential Demolition
 - Commercial & Residential Electrical
 - Commercial & Residential Investigation
 - Commercial & Residential Mechanical
 - Commercial & Residential Phased
 - Commercial & Residential Plumbing
 - Commercial RV Park or Manufactured Home Park
 - Commercial & Residential Septic – DEQ
 - Commercial & Residential Site Development
 - Commercial & Residential Structural
 - Driveway (if used counts as 1 out of scope)
 - Inquiry
 - Post Disaster
 - Residential 1 & 2 Family Dwelling
 - Residential Manufactured Dwelling
- **Standard Model Reports**
 - Application About to Expire (List and Letters to Applicant and Owner)
 - Permit About to Expire ((List and Letters to Applicant and Owner)
 - Usage
 - Configuration Reports
 - Fee by Account (Summary & Detail)
 - Invoice
 - Out of Balance
 - Payments Applied
 - Payments not Applied
 - Refunds Issued
 - Payments Received
 - Payments Summary
 - School Construction Excise Tax
 - Inspection Correction Notice
 - Inspection Summary
 - Inspections Assigned
 - Recent Inspection Activity
 - Monthly Permit Summary
 - Monthly Permits Issued
 - Monthly Permits Issued Valuation Report
 - State Surcharge

- **State Surcharge Details**
- **Balance Due**
- **Building Application**
- **Building Permit**
- **Certificate of Occupancy**
- **Fee Estimate**
- **Fee by Record**
- **Phased Authorization to Begin Work**
- **Plan Review Checklist**
- **Temporary Certificate of Occupancy**
- **Work Authorization**
- **Receipt**

Use of “Consistent Form and Fee Methodology”

Standard Model Implementation includes:

- **Up to 5 “out of scope” (non-building department) permits**
- **Development of up to 5 “custom” reports**
- **Importing jurisdiction’s fee schedule into Accela**
- **Data conversion (optional)**
 - **ePermitting will provide documentation about how the data is to be formatted for loading**
 - **ePermitting will work with jurisdiction to map the data from existing permitting system to Accela**
 - **Jurisdiction is responsible for extracting data from existing system**
- **Address, Parcel, Owner Database Load (optional)**
 - **ePermitting will provide documentation about how data is to be formatted**
 - **Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database**
- **Interfaces to Jurisdiction Systems: Financial, GIS, LaserFiche (Optional)**
 - **ePermitting will provide files with specified fields for interfaces to jurisdiction’s on site systems**
 - **Jurisdiction will upload the files into their on site system**
- **Training**
 - **ePermitting provides online training through the GovSpace Web site**
 - **ePermit provides Live training to several jurisdictional super users on the “perfect permit from A to Z” via iLinc**
 - **Jurisdiction’s “super users” will train other jurisdictional employees**
 - **Training on systems administrative tools may be available after jurisdiction has been working in the system for at least 6 month**

Dist. #	License #	Tradename	Participant	License	Premises Address
Local Government: AURORA					
2	181755	AURORA COLONY MARKET	AHN, KWAN J	O	21637 HWY 99E, AURORA, OR 97002
	184843	AURORA MARKET & DELI	AURORA MARKET & DELI INC	O	21338 NE HWY 99E, AURORA, OR 97002
	183090	FIR POINT FARMS	ROMAINE'S PRODUCE & BAKERY LLC	L	14601 ARNDT RD, AURORA, OR 97002
	183152	HYER CONVENIENCE STORE	HYER, DUSTIN J	O	21687 HWY 99 E, AURORA, OR 97002
	183152		HYER, JENNIFER D		
	184468	PACIFIC HAZELNUT FARMS	ANDREW HALLS ENTERPRISES LLC	O	14673 OTTAWAY RD NE, AURORA, OR 97002
	182917	THE COLONY PUB	RLN CORP	F-COM	21568 HWY 99E, AURORA, OR 97002

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2013 by and between the CITY OF AURORA, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$76.00 per hour for a land use planner or GIS mapping analyst and \$45 per hour for staff support assistance, plus mileage, at the IRS mileage rate, for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.
5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2014 unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contract

1. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.

3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF AURORA

By: _____
Nancy J. Boyer, Executive Director

By: _____

Cumulative Report — Unofficial

Marion County, Oregon — Special District Election — May 21, 2013

Total Number of Voters : 30,843 of 148,242 = 20.81%

Precincts Reporting 116 of 122 = 95.08%

Party	Candidate	Early	Election	Total
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Aurora Rural Fire Protection District, Director, Position 3, 4 Year Term, Vote For 1

Debra Ann Garner		0	377	377
Todd Deaton		0	322	322
Write-In		0	2	2
Cast Votes:				
		0	701	701
Over Votes:				
		0	0	0
Under Votes:				
		0	46	46

Precincts		Voters			
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	747	2,712	27.54%

Aurora Rural Fire Protection District, Director, Position 4, 4 Year Term, Vote For 1

Donna Hammang		0	407	407
Ocey Grant		0	276	276
Write-In		0	2	2
Cast Votes:				
		0	685	685
Over Votes:				
		0	0	0
Under Votes:				
		0	62	62

Precincts		Voters			
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	747	2,712	27.54%

Aurora Rural Fire Protection District, Director, Position 5, 4 Year Term, Vote For 1

Deanna Singer Nibler		0	304	304
Greg Leo		0	410	410
Write-In		0	4	4
Cast Votes:				
		0	718	718
Over Votes:				
		0	0	0
Under Votes:				
		0	29	29

Precincts		Voters			
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	747	2,712	27.54%

Cumulative Report — Unofficial
Marion County, Oregon — Special District Election — May 21, 2013
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Total Number of Voters : 30,843 of 148,242 = 20.81%

Precincts Reporting 116 of 122 = 95.08%

Party	Candidate	Early	Election	Total
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Jefferson Park & Recreation District, Director, Position 4, 4 Year Term, Vote For 1

Derek Mendiola	0	0.00%	565	98.26%	565	98.26%
Write-In	0	0.00%	10	1.74%	10	1.74%
<hr/>						
Cast Votes:	0	0.00%	575	89.29%	575	89.29%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	69	10.71%	69	10.71%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	644	3,225	19.97%

Jefferson Park & Recreation District, Director, Position 5, 4 Year Term, Vote For 1

No Candidate Filed (W)	0	0.00%	0	0.00%	0	0.00%
Emily Trefethen (W)	0	0.00%	6	9.38%	6	9.38%
Susan Frank (W)	0	0.00%	2	3.13%	2	3.13%
Kaye Jones (W)	0	0.00%	2	3.13%	2	3.13%
Joe Posch (W)	0	0.00%	2	3.13%	2	3.13%
Shon Robertson (W)	0	0.00%	4	6.25%	4	6.25%
Misc. Write-Ins	0	0.00%	48	75.00%	48	75.00%
<hr/>						
Cast Votes:	0	0.00%	64	9.94%	64	9.94%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	580	90.06%	580	90.06%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	644	3,225	19.97%

24-351 Amends City Charter Provisions On Municipal Court, Vote For 1

YES	0	0.00%	95	56.55%	95	56.55%
NO	0	0.00%	73	43.45%	73	43.45%
<hr/>						
Cast Votes:	0	0.00%	168	91.80%	168	91.80%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	15	8.20%	15	8.20%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	183	639	28.68%