

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Study Session Worksheet

Presentation Date: 3/25/14 **Approximate Start Time:** 10:30 **Approximate Length:** 1 hour

Presentation Title: Computer Aided Dispatch Partnership and System Replacement

Department: Central Dispatch (CCOM)

Presenters: Bob Cozzie, Director

Other Invitees:

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

CCOM Respectfully requests approval to move forward with the partnership purchase of a new Computer Aided Dispatch (CAD) system.

EXECUTIVE SUMMARY (why and why now):

Background and context – in January 2010, CCOM and Washington County Consolidation Communications Agency (WCCCA) established a partnership, which has become a foundation for collaborative and cost-saving CAD system ownership. Recently, Lake Oswego Dispatch (LOCOM) joined the partnership, and the three agencies have aligned to establish a Metropolitan Area Joint CAD System, leveraging dispatch resources from the two county region for a cost-effective single CAD purchase.

Due to outdated software, and limited ability to provide support for the existing CAD system, the current vendor, Tiburon, Inc. announced an end of life to the Stratus CAD that is in use today. Tiburon has since proposed a CAD upgrade, known as Command CAD, which will provide service for CCOM, LOCOM, and WCCCA with an industry standard product at a highly competitive price. In addition, Tiburon has agreed to waive the current annual maintenance fees for our existing product for the next two years while the new CAD product is implemented. This will save our agency \$347,405 over the next two years. Furthermore, the Tiburon option creates a minimal impact to CCOM Member Agencies all of whom currently utilize the Tiburon Mobile Data software.

FINANCIAL IMPLICATIONS (current year and ongoing):

The purchase price of the new CAD system for all three agencies across the two-county region is \$2,064,998, and CCOM's portion of that expense is one-third, or \$688,264 over a two-year period. Annual maintenance is \$332,941, and CCOM's portion is one-third, or \$110,969 for the following six years. Including annual maintenance, the total cost for CCOM is \$1,354,078, and through amortized payments for eight years is \$169,260.

As mentioned previously, Tiburon has agreed to waive our existing CAD maintenance fees for the next two years, which saves CCOM \$169,466 next FY, and an additional \$177,939 the following FY (total of \$347,405).

LEGAL/POLICY REQUIREMENTS:

CCOM, LOCOM, and WCCCA have spent the last two years investigating numerous CAD vendors, reviewed CAD demonstrations and participated in high-level discussions with those vendors. Through the process the joint-agency CAD selection team has determined that Tiburon is in the top tier of potential vendors. With the competitive pricing that Tiburon has offered, to include waiving the next two years' annual maintenance, coupled with the minimal impact to user agencies in the transition, the CCOM and WCCCA Member Boards, and Lake Oswego Administration are in support of this partnership and purchase.

PUBLIC/GOVERNMENTAL PARTICIPATION:

N/A

OPTIONS:

Option 1: Move forward with the joint-agency CAD purchase, working in collaboration with WCCCA and LOCOM. This will maintain the existing partnership, and help leverage agency funds toward collective and cost-saving CAD ownership.

Option 2: Do not participate in the partnership, and move forward with a separate purchase, vetting other vendors through a full RFP process. In this option, the end of life support from Tiburon will result in no maintenance agreement with the vendor effective March, 2015, and will require payment to Tiburon of \$347,405 total for annual maintenance for the next two years. If this option is selected, CCOM estimates a cost for replacement CAD system will be between \$2,000,000 and \$4,000,000 based on previous research. This amount will be borne solely by the CCOM Member Board, as CCOM would not be part of the CAD partnership.

RECOMMENDATION:

CCOM Respectfully requests approval to move forward with the partnership purchase of a new Tiburon Command CAD Computer Aided Dispatch system.

As mentioned above, the partnership has become a foundation for collaborative and cost-saving CAD system ownership. Through the partnership, CCOM is able to install a new CAD system at a fraction of the cost of installing a similar system alone. The total cost, including six years of annual maintenance is \$1,364,078, a good bargain by CAD system installation standards for like-sized agencies. Tiburon ranked in the top tier of numerous CAD vendors that the joint-agency CAD selection team reviewed. In addition, the Tiburon option creates a minimal impact to CCOM Member Agencies all of whom currently utilize the Tiburon Mobile Data software.

Potential problems exist with any CAD implementation. Such installations are lengthy, taking upwards of one to two years. As a result, we were successful in achieving grant

funding to help offset costs of a project manager. The PM will assist all three agencies by representing the region during CAD system development, training, and installation. As previously mentioned, if this CAD purchase recommendation is not implemented, CCOM will have to work independently through a full RFP process, separate from a multi-agency partnership. This would result in higher costs for CAD replacement and the necessity to continue paying the current vendor for annual maintenance for a product that is no longer supported.

ATTACHMENTS:

List any attachments. Tiburon CAD Proposal (EP)-2994b; CCOM/LOCOM/WCCCA Metropolitan Area Joint CAD System IGA

SUBMITTED BY:

Please sign or initial per instructions below to indicate this worksheet and any attachments have been reviewed and are ready for Board consideration.

Division Director/Head Approval _____
Department Director/Head Approval Robert Coyne
County Administrator Approval _____

For information on this issue or copies of attachments, please contact
Merry Broughal@ 503-655-8370

Fiscal Impact Form

RESOURCES:

Is this item in your current work plan and budget?

YES

NO

START-UP EXPENSES AND STAFFING (if applicable):

CCOM is planning to use existing funds for this project, moving funds from Contingency, Capital Expenditures, and Personal Services for a total of \$169,260 this FY. The CCOM Member Board has committed the remaining funds, most of which are placed in Reserve for Future Expenditures lines for future payments.

ONGOING OPERATING EXPENSES/SAVINGS AND STAFFING (if applicable):

The CCOM Member Board has committed funds to pay for the entire project out of the CCOM budget over the course of eight equal payments of \$169,260 per year for the next eight years. These funds are budgeted on an on-going basis year-to-year, in addition to funds saved in Reserve for Future Expenditures lines. Furthermore, Tiburon has agreed to waive annual maintenance for the next two years, which saves CCOM \$169,466 next FY, and an additional \$177,939 the following FY (total of \$347,405).

ANTICIPATED RESULTS:

The existing CAD system will be replaced with a new, fully supportable CAD system through the existing vendor, Tiburon Inc. Success is measured by the effective development, training and installation of the new CAD system and effective operation and use of that system.

COSTS & BENEFITS:

Costs:							
	Item	Hours	Start-up Capital	Other Start-up	Annual Operations	Annual Capital	TOTAL
	Capital purchase		\$169,260				169,260
	Office infrastructure						
	Training						
	Total Start-up Costs		\$169,260				169,260
	Ongoing Annual Costs (8 years)				\$169,260		169,260
Benefits/Savings:							
	Item	Hours	Start-up Capital	Other Start-up	Annual Operations	Annual Capital	TOTAL
	Productivity increase						
	Training savings over time						
	Technology replacement savings in FY2014/2015; (additional savings in FY2015/2016 of \$177,939)				\$169,466		\$169,466
	Total Start-up Benefit/Savings						
	Ongoing Annual Benefit/Savings				\$169,466		\$169,466



January 27, 2014

Mike Fletcher
IS / CAD Manager
Washington County 911 – WCCCA
17911 NW Evergreen Parkway
Beaverton, OR 97006

Subject: Enhancement Proposal (EP) – 2994b: Total Command CAD and MobileCOM Migration (PSaaS)

Reference: Support Agreement between Washington County 911 (WCCCA) and Tiburon, Inc.

Dear Mr. Fletcher:

Tiburon, Inc. is pleased to present the Washington County Consolidated Communication Agency (hereinafter, "Client") with this SaaS Enhancement Proposal (EP) for Tiburon to provide Client with a migration to the following Tiburon Applications: Total Command CAD V2.9 and MobileCOM V5.3, and adding Lake Oswego and Clackamas County as additional agencies to the System (hereinafter, referred to as the "Proposal"). All of Client's existing licenses will be converted to the subscription licenses identified herein.

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Subscription Licenses

All of Client's existing licenses for the products specified herein are hereby migrated to a subscription license subject to the terms and conditions set forth in the Subscription License Agreement, which is attached hereto and incorporated herein as Exhibit 2. The Subscription License Agreement hereby replaces in its entirety the Software License Agreement currently in place between the parties. Client shall only have rights to use of Software if current on fees and during Term of Agreement as set forth in Term of User Subscription below.

Subscription Price Description

- 1) The fee for the services to be provided hereunder, which is to be paid by Client (WCCCA) as the responsible party hereunder, is \$1,069,572 due at the time of Client's acceptance of this Proposal, \$995,426 on or before the first anniversary of the date of Client's acceptance of this Proposal, and six (6) additional annual payments of \$332,941 thereafter for the duration of the Initial Term. Each of the on-going annual payments of \$332,941 shall be due on or before the respective anniversary date of Client's acceptance of this Proposal. Such fees specifically exclude all taxes. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term.

- 2) Upon execution of this Proposal, Client's, and Clackamas County's, current Tiburon Annual Maintenance Fee, as it relates to the products being provided herein, will no longer be due and payable, as it will be replaced with the annual subscription fee set forth above, and any previously paid unused portions will be prorated credited to the payment due at the time this Proposal is signed. Tiburon agrees to support Client's and Clackamas County's existing systems until the system to be provided hereunder is cutover to a live production environment.
- 3) This Proposal does not include:
 - Warranty, as warranty was provided original with the initial system implementation. Maintenance support services will continue to be provided so long as the subscription fees identified herein continue to be paid.
 - Hardware or third party equipment
- 4) Any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

Effective Date and Terms of Use

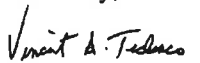
- 1) **Term of User Subscriptions.** User subscriptions shall commence upon execution of this Proposal and continue for a period of eight (8) years ("Initial Term"), unless terminated earlier in accordance with this Proposal. Upon completion of the Initial Term, the User subscriptions shall automatically renew for one (1) year periods ("**Renewal Term**"), unless either party gives the other notice of non-renewal at least one hundred twenty (120) days prior to the end of the Initial Term or any Renewal Term. The annual subscription fee for each renewal term is subject to increase by up to five percent (5%). The term set forth in the Reference Agreement is hereby replaced with this term set forth herein.
- 2) **Termination.** Either party may terminate this Proposal for convenience at any time for any reason upon at least one hundred twenty (120) days advanced written notice to the other party. If Client terminates this Proposal at any time during the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term. If Client terminates this Proposal during the Renewal Term, no prorated fees shall be returned to Client and Tiburon shall be under no further obligation to provide services. If Tiburon terminates for convenience, Client shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Tiburon's notice to Client. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Tiburon for Client's failure to satisfy the commitment set forth in this Proposal on which Client's pricing is based upon.
- 3) **Upgrades:** Twelve (12) months after Tiburon's Application goes into Live Production use, Client is eligible for no cost upgrades to the then current Tiburon Application version available for general use. Such upgrades shall be provided in accordance with the attached Release Upgrade Statement of Work which is attached hereto and incorporated herein as Exhibit 3.
- 4) **Customization:** Client understands and acknowledges that this Proposal delivers new application functionality and features that may be separate and distinct from Client's existing workflow. Client further understands no carry-forward of Client's existing Tiburon software customization or modification is included in this EP (except those that have been previously incorporated into the base code) and features and functionality provided in the product will not be customized, modified, altered, added or changed by Tiburon at the Client's request, unless included in the attached Exhibit 1 or Exhibit 2 or otherwise agreed to in writing by Tiburon. Accordingly, Client accepts the Tiburon Applications

and will not require or receive functionality or feature gaps based on comparison to Client's existing Tiburon installed applications; Client's internal workflows are subject to change to adapt to the Tiburon Applications.

- 5) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal. A sample project schedule has been included for reference by the parties, however, this project schedule will be replaced with a final mutually agreed upon project schedule as part of performance hereunder
- 6) Tiburon shall: (i) in addition to its confidentiality obligations, not use, modify or disclose to anyone other than Client Client's data; (ii) maintain the security and integrity of the Service and the Client Data; and (iii) provide support to Client in accordance with the Reference Agreement.
- 7) Client is responsible for all activities that occur in user accounts and for users' compliance with this Proposal. Client shall (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, loss of and appropriateness of all Client Data; (ii) comply with all applicable local, state, and federal laws in using the Tiburon Applications, and (iii) perform all Client responsibilities as set forth in this Proposal.
- 8) Client shall use the Tiburon Applications solely for its internal business purposes as contemplated by this Proposal and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to users or as otherwise contemplated by this Proposal.
- 9) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 10) The terms and conditions of the above referenced Agreement, Subscription License Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 11) This fixed price Proposal is valid through March 30, 2014.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Ron Lovejoy via e-mail at ron.lovejoy@tiburonic.com. If you have any questions or require further information, at your convenience please contact Ron at 951.898.0447.

Sincerely,


Vincent Tedesco
SVP, Operations

Client Signature Page to Follow

THIS INTERGOVERNMENTAL AGREEMENT-METROPOLITAN AREA JOINT CAD SYSTEM ("MAJCS") (the "Agreement") is entered into, by and among, the City of Lake Oswego, Clackamas County, and Washington County Consolidated Communications Agency (collectively the "Partners" or individually a "Partner"). It is effective on the date stated in section 18 ("Effective Date").

RECITALS

WHEREAS, the Partners provide 9-1-1 telephone answering and public safety dispatch for the public safety providers and citizens of their jurisdictions; and

WHEREAS, the Partners have determined in order to best serve their jurisdiction they need to collaborate and share resources of a jointly operated and managed CAD system.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, where each Partner acknowledges such consideration, the Partners agree as follows:

1. **ESTABLISHMENT OF MAJCS:**

There is hereby established the Metropolitan Area Joint CAD System, for the purpose as described below and subject to the terms and conditions herein.

2. **STATEMENT OF PURPOSE:**

MAJCS is formed to foster collaborative efforts among the Partners to jointly acquire, operate and manage a regional CAD system as a joint operation.

3. **DEFINITIONS:**

The following is a definition of terms used herein:

- A. "CAD Management Team" or "CMT" is the body responsible for implementing the MAJCS and this Agreement, as more particularly described below.
- B. "Joint CAD System" shall be the multi-agency computer aided dispatch system described in the January 27, 2014, proposal and statement of work from Tiburon to WCCCA, and including the CommandCAD version 2.9 and MobileCOM version 5.3, or the latest available versions of each.
- C. "MAJCS" is the Metropolitan Area Joint CAD System.
- D. "Partners" shall mean the City of Lake Oswego, acting by and through Lake Oswego Communications ("LOCOM") Clackamas County, acting by and through Clackamas County Department of Communications ("CCOM"), Washington County Consolidated Communications Agency ("WCCCA") and such other entities as may be added as Partners at a later date in accordance with this Agreement.

- E. "MAJCS Property" includes the joint CAD system plus any other property that has been jointly purchased by the Partners. It does not mean property purchased by a Partner for use in its communications center for the purposes of connecting to the joint CAD system.

4. CAD MANAGEMENT TEAM:

- A. The CMT will consist of one staff representative from each Partner. The CMT shall elect a Chair, and Vice-Chair, who shall each serve for a one year term. There is no limit on the number of terms a Partner's representative may serve, nor is there any limit on the number of terms the Chair and Vice-Chair may serve. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all CMT meetings.
- B. Partners, through the CMT, shall govern the operation of MAJCS. Each Partner shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all CMT meetings. The primary and alternate CMT representatives may participate in all discussions of the CMT; provided however that the vote of the Partner shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Partner's vote.
- C. The CMT shall meet at a minimum of once a year or more frequently as determined by the Chair or as requested by any Partner.
- D. All meetings of the CMT shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 et seq.
- E. A quorum of the CMT shall be a majority of the Partners.
- F. All decisions of the CMT, unless otherwise provided herein, shall require approval by a quorum of the CMT. Each member of the CMT has one vote.
- G. The CMT Chair shall be responsible for providing notices of meetings to all Partners, as well as providing notices and keeping minutes as required by Oregon Public Meetings Laws.

5. ACQUISITION OF JOINTCAD SYSTEM

WCCCA shall procure the Joint CAD System on behalf of the Partners, at a cost approved in writing by all the Partners, in conformance with applicable state and local public contracting laws and regulations. The Partners will mutually agree in writing to a date by which WCCCA will purchase the joint CAD system.

6. ADDITIONAL PARTNERS:

Additional Partners may be added through an amendment to this Agreement.

7. MAJCS FUNDING:

A. Capital Cost shall include but not be limited to the direct cost for project management, planning, design, engineering, procurement, labor and materials for installation, testing, commissioning of additions to the CAD system.

B. Operating Cost shall be the amount required for the operation and maintenance of the Joint CAD System and other MAJCS Property including but not limited to the direct cost for license fees, vendor support costs, software and hardware upgrades and/or replacement costs, maintenance, personnel, direct costs, facilities use and rental costs, and training.

C. Capital, maintenance and operating costs shall be apportioned based on the number of production CAD workstations in use. Production CAD workstations are those in the live dispatch or call taking environment. Production CAD workstations do not include administrative or training terminals. The number of production CAD workstations and the apportionment percentages for each Partner as of the date of execution of this Agreement are shown on attached Exhibit A.

D. Any changes to the funding formula must be approved by a unanimous vote of all members of the CMT.

E. Financial management will be handled by WCCCA , which will invoice partners for capital, maintenance and operating costs directly associated with this agreement and the operation of the Joint CAD System and other MAJCS Property.

8. STAFFING:

A. The Partner represented by the CMT Chair will provide staffing and support services for the CMT during the CMT Chair's tenure. This includes, among other things, meeting notices, agendas and minutes.

B. If the CMT determines other staff is necessary, all costs associated with that individual(s) will be shared using the formula identified in section 7.

9. OPERATIONAL RESPONSIBILITIES:

A. The Partners shall be responsible for all maintenance and the associated costs for operation and management of the Joint CAD System and other MAJCS Property.

B. Each Partner is individually responsible for capital and operating costs that are unique to their agency. All other capital and operating costs that are common to all Partners shall be allocated consistent with the formula in section 7.

C. Clackamas County and WCCCA agree to house, and to waive costs associated with housing the primary and secondary servers and other equipment necessary for operating the Joint CAD System. Server housing costs include provision of space for the hardware, appropriate HVAC, and utilities to operate the server.

D. The costs of any additional servers added to the MAJCS system in the future shall be the responsibility of the Partner(s) hosting such server(s).

10. TRAINING:

Initial training by the vendor is covered under the purchase contract. Each Partner shall be responsible for personnel costs of their employees while attending training.

11. TERM, WITHDRAWAL, AND TERMINATION:

This Agreement is intended to be perpetual provided:

- A. Any Partner may withdraw from MAJCS upon submitting written notice to all MAJCS Partners not later than June 30 of any year, for withdrawal effective July 1 of the following calendar year (i.e. minimum 1 year notice); and
- B. MAJCS may be dissolved upon mutual agreement of a majority of the Partners. A plan of dissolution shall be adopted unanimously which provides for the distribution of assets and an agreed upon time line for the end of the partnership.

12. DISPUTE RESOLUTION:

In the event any Partner disputes any application of a term or provision herein, any such dispute or disagreement shall be addressed as provided herein:

- A. Disputing Partner shall set forth the dispute in writing and shall deliver it to the CMT consistent with section 16. The written statement shall at a minimum set forth: (1) the applicable term, provision or condition of this Agreement; (2) the basis of the dispute; (3) identify any impacted Partners and extent of impact if possible; and (4) a proposed resolution. The disputing Partner shall present the written statement to the CMT as soon as reasonably practicable after the dispute arises.
- B. The CMT shall appoint representative(s) to meet and confer with the disputing Partner, and any Partner(s) directly impacted by the dispute. The appointment of the representative(s) shall be at the sole discretion of the CMT, and, the CMT shall appoint a representative(s) not directly impacted by the dispute, if possible. If necessary, to ensure a neutral decision-maker, the CMT may hire a mediator or other dispute resolution provider. Representative(s) may negotiate the dispute to resolution, and if resolution requires further action of the MAJCS, the representative(s) may present a recommendation for such action to the CMT.
- C. In the event the dispute is not resolved in accordance with Section 12(B), the dispute shall be presented to a mediator mutually acceptable to the CMT and disputing Partner. The CMT and the disputing Partner shall have twenty (20) calendar days to agree on a mutually acceptable mediator. Should they fail to do so in such time, either may request the Presiding Judge of the Circuit Court in Washington County to appoint a mediator. MAJCS and disputing Partner shall share equally in the cost of the mediator.
- D. If mediation is not successful, a Partner may file an action in Washington County Circuit Court to resolve the dispute. Any trial will be to the court without a jury. In any such action, including any subsequent appeal, each Partner is responsible for its own costs and fees, including attorney fees.

13. INDEMNIFICATION:

Each Partner shall hold harmless and indemnify the other Partners for the acts or omissions of the Partner and its commissioners, officers, employees, agents and assigns in the performance of their respective responsibilities and duties under this Agreement, subject to limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.

14. DIVISION OF MAJCS PROPERTY UPON MAJCS DISSOLUTION:

If the Partners dissolve MAJCS, all Partners shall receive a share of any sale proceeds of any MAJCS Property based on the payment formula outlined in Section 7c.

15. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part without the prior written consent of all the Partners.

16. NOTICE:

Notices to any Partner shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

City of Lake Oswego
c/o Police Department Communications Manager
P.O. Box 369
Lake Oswego, OR 97034

Washington County Consolidated Communications Agency
c/o Director
17911 NW Evergreen Parkway
Beaverton, OR 97006

Clackamas County
c/o Director
Clackamas County Communications
2200 Kaen Road
Oregon City, OR 97045

17. AMENDMENTS:

This Agreement may be amended only by a written instrument signed by all parties to this Agreement.

18. EFFECTIVE DATE:

This Agreement shall be effective on the date it is fully executed by the Partners.

19. SEVERABILITY:
The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of this Agreement.
20. INTERPRETATION:
The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law.
21. DEBT LIMITATION:
This Agreement is expressly subject to the debt limitation upon any of the Partners, as provided for in the Oregon Constitution and state law, and is contingent upon funds being appropriated. Any provisions herein, which conflict with applicable law, are deemed inoperative to that extent.
22. EXECUTION IN COUNTERPARTS:
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

Clackamas County

By _____

Printed Name

Title

Date

WCCCA

By _____

Printed Name

Title

Date

City of Lake Oswego

By _____

Printed Name

Title

Date

Approved As To Form

By _____

Printed Name

Title

Date

Approved As To Form

By _____

Printed Name

Title

Date

Approved As To Form

By _____

Printed Name

Title

Date

EXHIBIT A

Production CAD workstations and the apportionment percentage

Partner	Production CAD workstations	Apportionment percentage
WCCCA	22	52.38%
CCOM	14	33.33%
LOCOM	6	14.29%