#### AMENDMENT No. 1

## CONTRACT No. 30000789 Unit Status Interface

This Agreement was made and entered into on the 1st day of September, 2009, by and between **Tiburon, Inc.**, a Virginia corporation, hereinafter called "Contractor" or "Tiburon," and the **City of Portland**, a municipal corporation of the State of Oregon, hereinafter called "City," by and through their duly authorized representatives. This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

The effective date of this Amendment is **September 1, 2010**. The purposes of this Amendment are to extend the term of the Agreement by one year, to obtain Contractor's services for new work, and to increase the value of the Agreement to cover this new work.

The Parties hereby agree to amend the Agreement as follows:

- 1. The new expiration date of this Agreement shall be April 30, 2011.
- 2. Contractor shall perform work and provide services as set forth in Exhibits A and B to this Amendment, at the fixed price of \$15,000.00 set forth therein, to develop and implement interoperable message exchanges (Ambulance Interface) between the PDCC, Metro West and American Medical Response (AMR). This work shall be performed for the Washington County Consolidated Communications Agency and Clackamas County Communications (hereinafter referred to as "WCCCA" and "C-COM" or collectively as "the Clients."
- 3. The not-to-exceed value of the Agreement is increased by **\$ 15,000.00**, from \$43,500.00 to **\$ 58,500.00**.
- 4. Special Provisions, UASI 08 Grant-Funded Services.

The work to be performed under the Task Orders in this Amendment is funded by a grant from the United States Department of Homeland Security. In reference to work being performed under this Task Order, this section takes precedence over the Agreement for the subject matter herein.

- 4.1 All publications and printed deliverables produced under this Contract shall prominently contain the following statement: "This document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position of policies of the Office of Grants and Training or the U.S. Department of Homeland Security."
- 4.2 Contractor shall be accountable for and shall repay any overpayment, audit disallowance, or any other breach of Contract that results in a debt owed to the City or the Federal Government.

184475

- 4.3 Contractor shall, upon specific request from the City or the Office for Domestic Preparedness, agree to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of the funded program or activity or the Services provided under this Contract.
- 4.4 Access to Records. The Contractor shall maintain, and the Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, as well as the City of Portland and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts. This right of access is not limited to the required retention period set forth below but shall last as long as the records are retained. The Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth. The Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, as well as the City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of the Contractor's audits if the City Copies of applicable records shall be made available upon deems it necessary. request. Payment for cost of copies is reimbursable by the City.

#### 4.5 Audits.

(a) The City, The Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, as well as the City of Portland, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the five (5) year period established by the previous subsection, Access to Records. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under the Contract.

4.6 Indemnity.

(a) Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless, and indemnify the State of Oregon, the Criminal Justice Services Division (CJSD), and the Oregon Office of Homeland Security, and their offices, employees, agents, and members, as well as harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

#### (b) Indemnity - Claims for Professional Liability

Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, the Criminal Justice Services Division (CJSD), and the Oregon Office of Homeland Security, and their offices, employees, agents, and members, as well as and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) Limit on Liability

Contractor's total liability arising out of the work to be performed hereunder shall not exceed the value of Contractor's Proposal, attached hereto as Exhibit A.

- 4.7 The definition of "City Confidential Information" in Section 5.22 (a) of this Amendment shall include information provided by the Clients as well as the City.
- 5. <u>Order of Precedence</u>. In the event there is a conflict between the terms and conditions of one portion of this Amendment with another portion of this Amendment, the conflict will be resolved by designating which portion of the Amendment takes precedence over the other for purposes of interpretation. Notwithstanding any statements in Exhibit B, Contractor's Proposal, in this Amendment the order of precedence shall be:
  - 1. The Amendment minus the Exhibits
  - 2. Exhibit A, Scope and Terms of Work
  - 3. Exhibit B, Contractor's Proposal
  - 4. Exhibit C, Sample Acceptance Certificate
  - 5. Other Schedules or addenda to this Amendment

All other terms and conditions of the Agreement shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

# CITY OF PORTLAND

# TIBURON, INC. (CONTRACTOR)

Chief Procurement Officer	Date	Authorized Signature	Date
Approved as to Form		Printed Name and Title	
		Address: Phone: Fax:	
Deputy City Attorney	Date		

Amendment No. 1 Contract No. 30000789, Tiburon, Inc.

## AMENDMENT No. 1 CONTRACT No. 30000789

# EXHIBIT A: SCOPE AND TERMS OF WORK

#### 1. Summary

This project is an enhancement to provide an ambulance two-way interface to Status CAD for the Washington County Consolidated Communications Agency (WCCCA) and Clackamas County Communications (C-COM).

#### 2. Statement of Work

Acceptance Criteria and the Acceptance Test Plan shall be reviewed jointly by the City's Project Manager and, as needed, technical experts from the City's Bureau of Technology Services. When agreed, the Acceptance Criteria and Test Plan shall be incorporated into this Task Order as Schedules

## 3. Deliverables

Contractor shall furnish the following Deliverables.

- 3.1 Scope and design Deliverables
- 3.2 ESB Updates to support the functionality described in the "Features" section of this document
- 3.3 XML and XSLT artifacts
- 3.4 Testing Plan and Acceptance Criteria documents, mutually agreed
- 3.5 Successful completion of testing and acceptance

## 4. Acceptance Criteria

- 4.1 The City and the Clients shall develop an Acceptance Test Plan.
- 4.2 Acceptance Criteria and the Acceptance Test Plan shall be reviewed jointly by the City's Project Manager and, as needed, technical experts from the City's Bureau of Technology Services.
- 4.3 When agreed, the Acceptance Criteria and Test Plan shall be incorporated into this Task Order as Schedules A and B.

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4.4 The City and the Clients shall conduct timely Acceptance Testing of the code for conformance with the Scope Description and provide results to Contractor.

4.5 This Task will be successfully completed when Contractor can demonstrate that all Deliverables are complete and functioning, that they meet all functions and scenarios set forth in Section 2.1 of this Amendment and the Acceptance Criteria described in the written Acceptance Test Plan, and that the acceptance of the Deliverables has been demonstrated in an Acceptance Certificate substantially similar to the sample Acceptance Certificate included herein as Exhibit C to this Amendment.

4.6 Deemed Acceptance. This project will be considered complete ten (10) business days after Contractor has provided the City and/or the Clients with written notification that the Ambulance two-way interface is ready for testing in the test system, or the Ambulance two-way interface has been placed into production, whichever comes first. If the City does not confirm completion with a sign off letter presented by the Contractor project manager within ten (10) business days of submittal of such letter, or otherwise notifies Contractor in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Enhancement Proposal.

## 5. **Project Schedule**

The Project will begin on \_\_\_\_\_\_ and will be completed by \_\_\_\_\_\_. Completion of the Project shall not be final until a written Certificate of Acceptance has been issued by the City.

#### 6. **Price and Payment Terms**

The work to be performed under this Task Order No. 2 is priced at **\$15,000.00** as set forth in Contractor's Proposal, Exhibit B to this Amendment. After issuance of a Certificate of Acceptance, a sample of which is included in this Amendment as Exhibit C, Contractor may invoice the City.

Payment shall be issued by the City thirty (30) days from receipt and acceptance of a proper invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the responsible official to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to vendor.

## 7. Place of Performance

Contractor shall provide Services at Contractor facilities and by remote access to City computer systems. Contractor shall have no on-site presence at City facilities.

# 8. Project Management

The City's Project Manager will be Valentine Hellman. Project Managers for WCCCA and C-COM are also listed below. Contact Information:

Name				
	Communications (CCOM)			
Address	2200 Kaen Rd.			
	Oregon City, OR 97045			
Phone	503-723-4875			
e-mail	BobCoz@co.clackamas.or.us			
Cindl				

Name	Larry Hatch - WCCCA
Address	17911 NW Evergreen Pkwy
	Beaverton, OR 97007
Phone	(503) 690-4911 X207
e-mail	Ihatch@wccca.com

The Contractor's Project Manager will be \_\_\_\_\_. Contact Information:

Name	
Address	
Phone	
e-mail	

## 9. Contractor Personnel

Contractor shall assign the following personnel to do the work in the capacities designated.

Name	Role on Project		
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## AMENDMENT No. 1 CONTRACT No. 30000789

Tiburon, Inc. 6200 Stoneridge Mall Road Suite 400 Pleasanton, CA 94588 USA

> T: 925.621.2700 F: 925.621.2799

www.tiburoninc.com

# EXHIBIT B: CONTRACTOR'S PROPOSAL

December 9, 2010

Mr. Bob Cozzie, Director Clackamas County Department of Communications 2200 Kaen Road, Suite A Oregon City, OR 97045

Mike Fletcher IT / IS / CAD Manager Clackamas County 911 - CCOM Washington County 911 - WCCCA 17911 NW Evergreen Pkwy Beaverton, OR 97006

Subject: Enhancement Proposal EP –26480C: Ambulance Two-way Interface Reference Agreements: Extended Service Agreement between Clackamas County and Tiburon, Inc.

System Upgrade Implementation Agreement between the Washington County Consolidated Communications Agency and Tiburon, Inc dated June 19, 2008

Dear Mr. Cozzie and Mr. Fletcher:

Tiburon, Inc. is pleased to present the Washington County Consolidated Communications Agency and the Clackamas County (hereinafter, "Client') with this Enhancement Proposal for an Ambulance two-way interface to StratusCAD (hereinafter, referred to as the "Proposal").

## Scope Description and Responsibilities

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

#### Price Description

- 1) Proposal firm fixed price: <u>\$15,000</u>
- 2) The Tiburon Annual Maintenance Fee will increase by the following amount as a result of this Proposal: <u>\$0</u>
- 3) One (1) Year Warranty is not included.

4) Training and Documentation is not included.

- 5) Travel and on-site time is not included.
- 6) This Proposal does not include any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

## Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.
- 2) Payment Schedule:
  - 100% Upon project completion of the Ambulance two-way interface by Tiburon

Note: Payment will be due 15 days after completion of the Ambulance two-way interface.

- 3) 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.
- 4) The terms and conditions of the above referenced 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.
- 5) This fixed price Proposal is valid through February 15, 2011.

Upon review and acceptance of this Proposal, please sign below and return the signed copy of the Proposal to Jennine Weber via e-mail at <u>mailto:Jennine.Weber@Tiburoninc.com</u> or fax 510-217-6466. If you have any questions or require further information, please contact me at 925-699-0946, at your convenience.

Sincerely,

Jeremine Web

Jennine Weber Account Manager Attachments: Exhibit 1: Statement of Work

# Exhibit 1 Statement of Work

#### 1. Scope Description

- 1.1 Engineering Assumptions:
  - a. WCCCA / C-COM CAD users should be able to get recommendations for "dummy" ambulance units and dispatch them on calls. In this case, "dispatch" means to enter the dummy units in a dispatch or backup command.
  - b. The dispatch of a dummy ambulance should cause CAD to automatically generate a Calls for Service (CFS) message to the appropriate ambulance service through the PDCC ESB. Dummy ambulance units should not be transmitted on the bus to the ambulance service or any other PSAP.
  - c. The dispatch of a real ambulance by the ambulance service should result in the receipt of a unit status update by StratusCAD via the ESB. The unit status update should reference the original StratusCAD call number and would cause the real unit to be added to the call.
  - d. The addition of a real ambulance to a StratusCAD call should result in automatically clearing the corresponding dummy unit from the call.
  - e. StratusCAD should receive unit status updates from the ambulance service via the ESB as the ambulance service's CAD system makes status changes. StratusCAD would apply the status updates to its calls and display the resulting status in the dispatchers' status windows.
  - f. Ambulances should be cleared from the StratusCAD call upon receipt of an in-service (available) status from the ambulance service via the ESB. Clearing the last unit would result in closing the call in StratusCAD. (Closing the call in the ambulance service CAD will be the responsibility of that CAD.)
  - g. The ambulance service should be able to replace an ambulance by transmitting a unit status change for the new ambulance via the ESB, followed by an in-service status for the ambulance being replaced. The status changes should be transmitted in that order to avoid automatically closing the call.
  - h. Dispatchers should be able to transmit CFS updates to the ambulance service in the same manner as any other CFS update.

i. StratusCAD should be able to send and receive CFS messages and unit status messages using existing XML data formats without needing to be aware of the data formats employed by the ambulance service. Translation between formats will be performed by the ESB.

## 1.2 Engineering Solution:

#### 1.2.1 Table Changes:

- a. Tiburon will modify the "pdcc" table in StratusCAD to accommodate a unit-type code. This would be the unit-type code used to request an ambulance from a particular ambulance service. Ambulance services will be added to the "pdcc" table as if they were PSAPs and will be identified by the presence of a non-blank unit-type. WCCCA and C-COM will define unit-type codes to be used for their respective ambulance services.
- b. The unit-type codes used to request ambulances are to be included by WCCCA and C-COM in their FRES patterns. The units associated with these unit types would be "dummy" units to be recommended for dispatch. The dummy units should be defined in the FUNT file with an owner agency code that identifies the appropriate ambulance service.
- c. In addition, WCCCA and C-COM should define units in their FUNT file that identify real ambulances. These units should also have an owner agency code that identifies the ambulance service. The real units should use the identifier values that are received from the ambulance services via the ESB when an actual ambulance is assigned. The FUNT entries for the real ambulances should use a different unit-type than the dummy units.
- d. The unit identifiers used by WCCCA and C-COM in StratusCAD may be different than the identifiers used in the corresponding ambulance service CAD system. The ESB will provide mapping of unit identifiers so that each CAD system only sees its own values. It is the responsibility of WCCCA and C-COM to coordinate with their respective ambulance services and with the PDCC to ensure that identifiers are properly mapped between the systems.

## 1.2.2 Unit Status Transfer (outgoing):

- a. Tiburon will modify the outgoing unit status transfer to intercept assignment of new units with a "dummy" unit-type as defined above. Unit status messages will not be sent for the dummy unit-types, but the dummy unit assignment will instead result in the creation of a Call for Service (CFS) message for the intended ambulance service.
- b. Tiburon will modify the CFS output logic to include the call-type (also known as the nature of call or determinant). The call-type will be included in the "statement" (comment) data element and will be preceded by the label "NATURE:"

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- d. Tiburon will modify the CFS output logic to generate a "remarks" data element that identifies the number of ambulances requested, such as "WCCCA REQUESTS 1 AMBULANCE" OR "CCOM REQUESTS 2 AMBULANCES". The remarks text will be based on the number of dummy ambulance units dispatched on the call.
- e. Tiburon will modify the outgoing unit status transfer to suppress broadcast of unit status information to the ambulance services. It is expected that the normal flow of status updates will be from an ambulance service to the PSAP.
- 1.2.3 Unit Status Transfer (incoming):

c.

- a. Tiburon will modify the incoming unit status process to detect that a unit has been added to a call by an ambulance service. This condition will occur when a unit is associated with a call by the ambulance service but is not currently assigned to the call in StratusCAD. In this case, StratusCAD will add the unit to the call in the same manner as if a "backup" command had been entered by a dispatcher.
- b. Tiburon will modify the incoming unit status process so that when a unit is added to a call by an ambulance service, StratusCAD will automatically clear the corresponding dummy unit without any additional dispatcher action.
- c. StratusCAD expects that unit status messages received from the PDCC for an ambulance service will contain the call number assigned by StratusCAD, a valid unit identifier, and one of the following status codes:
  DSP (Dispatch)
  ENR (Enroute)
  ONS (At scene)
  TR (Transport)
  TRC (Transport Complete, at destination)
  AIQ (Available, cleared from call)
- d. Upon receipt of a unit status message, StratusCAD will update its status displays and history records in the same manner as if the status change had been entered by a WCCCA or C-COM dispatcher. The time recorded for the status change will be the time the message is received from the PDCC using the StratusCAD clock.
- e. When an ambulance is initially assigned to a call by an ambulance service, the unit status message may contain a status code of DSP, ENR, or ONS. StratusCAD will consider the codes to represent Dispatched, Dispatched Enroute, or Dispatched On Scene respectively.
- f. Receipt of AIQ status will cause an ambulance to be cleared from the StratusCAD call, provided it is still assigned to the call. Clearing the last unit from a StratusCAD call will cause the call to be closed in StratusCAD.

WCCCA and C-COM may choose to clear ambulances from their StratusCAD calls at Transport Complete. Clearing an ambulance from a StratusCAD call will not be transmitted to the ambulance service and will have no effect on the copy of the call maintained by the ambulance service. Receipt of AIQ status will not be processed for an ambulance that is already cleared from the StratusCAD call.

- 1.2.4 Replacement of Units:
  - a. An ambulance service may replace an assigned unit with a different one by first sending a unit status message to StratusCAD that adds the replacement unit to the call, followed by an AIQ status for the unit being replaced. No additional processing for replacements is required or implied.
  - b. It is important that the replacement unit be added before the replaced unit is cleared in order to ensure that StratusCAD does not close the call. It is the responsibility of the ambulance service CAD and/or the ESB to ensure that the messages are sent in the proper sequence.

1.2.5 Calls for Service:

- a. Dispatchers will be able to use the normal CFS command to add comments or change a call address. No change to CFS processing is necessary to support this feature.
- b. StratusCAD will receive and process CFS updates from the ambulance services in the same manner as CFS updates from other PSAPs. As is the current practice, address changes received in incoming CFS updates will not be used to update addresses set by WCCCA or C-COM.
- c. Tiburon will modify supplement processing, both in Event Entry and the SUP command, to generate a CFS command automatically any time a supplement is entered for a call that is shared with another PSAP. This will apply both to calls originated by WCCCA/C-COM or by another PSAP. There will be a slight delay in the generation of the CFS (one or two seconds) to ensure that a sequence of automatic supplements, such as that originated by ProQA, will be combined into a single transmission to the ESB.

#### 1.2.6 XML Message Formats:

- a. No changes in the XML schemas or message formats currently used by StratusCAD to communicate with the ESB are required or implied in order to implement the changes described in this specification.
- b. It is assumed that all transformations required to pass data from StratusCAD to an ambulance service, and vice versa, will be carried out by the ESB.

c. The format of the Call for Service (CFS) message will be as defined in the document "UASI CAD to CAD Message Architecture" prepared by Online Business Systems.

Amendment No. 1 Contract No. 30000789, Tiburon, Inc.

Page 14 of 16

#### 1.2.7 Unit Status Message:

- a. The format of the Unit Status message will be the Tiburon Unit Status record as defined in the attached unitRecord schema, prefixed by the Common element as defined in "UASI CAD to CAD Message Architecture".
- b. In the Common element, the following elements are required: Source Destination
- c. In the unitRecord element, the following elements are required: service (must be "F")
   callNumber (as supplied by WCCCA / CCOM)
   unitID (mapped by PDCC ESB)
   unitStatus (valid values: DSP, ENR, ONS, TR, TRC, AIQ)

#### 2. <u>Tiburon Responsibilities</u>

- a. Prepare internal design.
- b. Modify the application per the Scope Description.
- c. Install the modified code in the client's test environment.
- d. Correct any discrepancies in operation, based on the Scope Description, post client testing.
- e. Install the modified code in the client's production environment.

#### <u>3.</u> Client Responsibilities

- a. Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Enhancement Proposal.
- b. Provide VPN access to Tiburon development personnel.
- c. Test the code for conformance with the Scope Description.

#### 4. Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the Ambulance two-way interface is ready for testing in the test system, or the Ambulance two-way interface has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Enhancement Proposal.

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## AMENDMENT No. 1 CONTRACT No. 30000789

# EXHIBIT C: SAMPLE ACCEPTANCE CERTIFICATE

## SAMPLE

## CERTIFICATE OF ACCEPTANCE

On this	day of	, 20, the City certifi	es Acceptance of <u>(name of</u>
System or Sof	<u>tware)</u> , in accorda	nce with that certain Contract	No for
dated	("the Con	itract") (or Amendment No.	to said Contract
dated	.)		

This Certificate of Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with defects in the System or Software described herein.

The City of Portland, Oregon

Signature:			
Name (printed):			
Title:	 	museuman	
Date:			

Amendment No. 1 Contract No. 30000789, Tiburon, Inc.

Page 16 of 16