

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 FOURTH AMENDMENT TO AGREEMENT NO. 34731

2 **34731**

3 THIS FOURTH AMENDMENT TO AGREEMENT NO. 34731 is made and
4 entered, as of August 17, 2022, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting on August 9, 2022, by
6 and between AZTECA SYSTEMS, LLC, a Delaware limited liability company
7 ("Consultant"), with a place of business at 11075 South State Street, Suite 24, Sandy, Utah
8 84070, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.
10 34731 (the "Agreement") whereby Consultant agreed to provide software licensing,
11 maintenance, and support; and

12 WHEREAS, the Parties entered into a First Amendment to the Agreement to
13 increase the annual amount for the final year of the initial three-year term and any
14 subsequent amendments; and

15 WHEREAS, the Parties entered into a Second Amendment to the Agreement
16 to extend the term to August 31, 2021 and add \$58,995 to the extension; and

17 WHEREAS, the Parties entered into a Third Amendment to the Agreement
18 to extend the term to August 31, 2022 and add \$58,995 to the extension; and

19 WHEREAS, the Parties desire to extend the term for a period of three (3)
20 years, and increase the annual amount;

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions herein contained, the Parties agree as follows:

23 1. The term of this Agreement shall commence at midnight on
24 September 1 2017, and shall terminate at 11:59 p.m. on August 31, 2025, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner. The term may be extended for two (2) additional one-year periods, at
27 the discretion of the City Manager.

28 2. For the term September 1, 2022 to August 31, 2025, the annual

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1 Agreement amount shall not exceed Sixty-Two Thousand Dollars (\$62,000), with a
2 maximum increase of five percent (5%) annually and a ten percent (10%) contingency of
3 Six Thousand Two Hundred Dollars (\$6,200), for a total annual amount not to exceed Sixty
4 Eight Thousand Two Hundred Dollars (\$68,200).

5 3. Except as expressly modified herein, all of the terms and conditions
6 contained in Agreement No. 34731 are ratified and confirmed and shall remain in full force
7 and effect.

8 IN WITNESS WHEREOF, the Parties have caused this document to be duly
9 executed with all formalities required by law as of the date first stated above.

10 AZTECA SYSTEMS, LLC, a Delaware
11 limited liability company

12 August 25, 2022

13 By Joanna M Pedraza
14 Name Joanna Pedraza
15 Title Division Controller

16 _____, 2022

17 By _____
18 Name _____
19 Title _____

20 "Consultant"

21 CITY OF LONG BEACH, a municipal
22 corporation

23 August 29, 2022

24 By Linda J. Jakun
25 City Manager

26 "City"

27 EXECUTED PURSUANT
28 TO SECTION 301 OF
THE CITY CHARTER.

This Fourth Amendment to Agreement No. 34731 is approved as to form on

29 August 25, 2022.

30 CHARLES PARKIN, City Attorney

31 By [Signature]
32 Deputy

Azteca Systems, LLC

Power of Attorney

The undersigned, Azteca Systems Midco, LLC, in its capacity the sole member of Azteca Systems, LLC, a company organized under the laws of the State of Delaware, having its principal place of business at 11075 South State Street, Suite 24, Sandy, UT 84070, (the "Company"), hereby grants this limited power of attorney to JoAnna Pedroza, Division Controller (the "Attorney"), a resident of the United States, to:

1. To represent the Company in all its relationships on a day-to-day basis and to do that which is necessary for the benefit of the Company. Prepare or cause to be prepared, to sign and to submit or cause to be submitted, bids for goods and services;
2. Prepare or cause to be prepared, and to negotiate, sign and terminate any and all documents or forms with customer(s), service provider(s), suppliers(s) and/or other third parties (governmental authorities, Social Security bodies, complementary pension and contingency funds, etc.) for any and all matters regarding the Company, to accomplish the powers granted in paragraph 1;
3. Take any other necessary steps that said individual deems necessary for the purpose of protecting and enforcing the Company's existing and future patent rights.

This Power of Attorney does not constitute a waiver of corporate policy 101 which continues to apply.

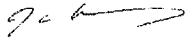
This power of attorney is revocable at any time and shall terminate automatically should Attorney's employment with the Company or an affiliated company be terminated.

Signed in Sunnyvale, California, USA 8th day of July 2022.

Azteca Systems Midco, LLC

By: Azteca Systems Holdings, LLC, its sole member

By: Trimble Inc., its sole member

By: 
James A. Kirkland, Senior Vice President and General Counsel