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**Contract No. 2006-225**

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**b. Additional Software Licenses:** Additional M&M software licenses will be governed by this Agreement and may be ordered without signed amendments to this Agreement.

**c. Severability:** If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

**d. No Implied Waivers:** No failure or delay by M&M in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by M&M.

**e. Order of Precedence:** Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

**f. Governing Law:** With respect to the governance of M&M intellectual property, this Agreement shall be construed and enforced in accordance with the intellectual property laws of the State of Colorado. With respect to all other matters the laws of the State of California shall govern this Agreement. The parties hereby consent to the personal jurisdiction of the courts of these states and waive their rights to change venue.

**g. Discrimination:** Subject to applicable laws, rules and regulations, M&M shall not discriminate against any person or group on the basis of age, gender, sexual orientation, HIV status, marital status, race, religion, creed, ancestry, national origin, disability, or handicap with respect to the performance of its obligations under this Agreement. In the performance of this Agreement, M&M shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, religion, ancestry or national origin.

**h. Entire Agreement and Amendments:** This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 -- Registered Client Information

Exhibit 2 -- Reserved for Future Use

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

CITY OF LONG BEACH ~~ASSISTANT~~  
(Licensee)

By: Christine J. Shippey  
Authorized Signature

Printed Name: Gerald R. Miller

Title: City Manager

Date: August 4, 2006

MINER AND MINER,  
CONSULTING ENGINEERS, INC.  
(M&M)

By: [Signature]  
Authorized Signature

Printed Name: Jeffrey R. Meyers

Title: President

Date: 6/28/06

APPROVED AS TO FORM

6/29, 2006  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.



**EXHIBIT 1**  
Registered Client Information

**Client Name:**

\_\_\_\_\_  
\_\_\_\_\_

**Primary Contact:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Email:**

\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Bill To:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:**

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No. \_\_\_\_\_ and a copy of the applicable state documentation, or
2. A copy of your Tax Exemption Certificate.

**Ship Original Software To:**

\_\_\_\_\_  
\_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Client's Contract Administrator's Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**EXHIBIT 2**  
**Reserved for Future Use**