



**AMENDMENT No. 12 to**  
**Agreement No. 3 0 0 0 6 2 5 9**  
**FOR**  
**TRAPEZE SOFTWARE LICENSE, MAINTENANCE AND HOSTING AGREEMENT**

This Amendment No. 12 amends Agreement No. 30006259 dated 18th day of July, 2012, by and between Trapeze Software Group, Inc. ("Contractor") a corporation of the State of Delaware, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Contractor and City individually as a "Party" or collectively as the "Parties."

This Amendment is authorized by City Code 5.33.040 A.6.

The Effective Date of this Amendment is March 28, 2023. The purpose of this Amendment is to add Agreement No. 30006258 (Previously 30003243 and 30002784) to Agreement No. 30006259 (Previously 30003244 and 30002783), add a Statement of Work for eQuip! for Portland Fire and Rescue, extend the term, and add funds.

The Agreement was recently amended as follows:

Amendment 7, The not-to-exceed amount of the Agreement is increased by \$152,089.99, from \$400,578.48 to \$552,668.47.

Amendment 8, The not-to-exceed amount of the Agreement is increased by \$150,000 to a new total not-to-exceed amount of \$702,668.47.

Amendment 9, The Agreement not-to-exceed amount of \$702,668.47 is increased by \$71,190.00 to a new total not-to-exceed amount of \$773,858.47.

Amendment 10, The Agreement not-to-exceed amount of \$773,858.47 is increased by \$279,875.42 to a new total not-to-exceed amount of \$1,053,733.89 and the term was extended from March 28, 2022 to March 28, 2021, unless terminated sooner under the provisions of the agreement.

Amendment 11, The Agreement not-to-exceed amount of \$1,053,733.89 is increased by \$144,000.00 to a new total not-to-exceed amount of \$1,197,733.89.

The Parties agree to Amend the Agreement as follows:

1. Agreement No. 30006258 and all of its amendments are hereby added to Agreement No. 30006259 as Exhibit E and is attached below and incorporated by reference.
2. Exhibit F to the Agreement, Assetworks Statement of Work for Portland Fire and Rescue, is attached below and incorporated by reference.
3. Pricing Exhibit A to the Agreement is replaced and updated per new Exhibit A-1, attached to and

incorporated by reference.

4. Order of Precedence. In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Agreement takes precedence over the other for purposes of interpretation. Hyperlinks contained herein will not supersede or alter this Agreement. In this Agreement the order of precedence shall be:
  1. Amendments
  2. Agreement No. 30006259 and all of its amendments
  3. Exhibit E, Agreement No. 30006258 and all of its amendments
  4. Exhibit A-1, Product Details and Pricing
  5. Exhibit B, Pricing Summary and Invoicing
  6. Exhibit C, Statement of Work
  7. Exhibit D, Terms and Conditions from Agreement No. 30003930
  8. Exhibit F, AssetWorks Statement of Work for Portland Fire and Rescue
  9. Contractor's Hyperlinks
5. The Agreement not-to-exceed amount of \$1,197,733.89 is increased by \$1,902,266.11 to a new total not-to-exceed amount of **\$3,100,000.00**
6. The Term is extended from March 28, 2023 to March 27, 2028, unless terminated sooner under the provisions of the Agreement.

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

This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

CONTRACTOR

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Authorized Signature

Date

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Printed Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Prepared By: Sara Puma, Procurement Services

***Sent to Trapeze Software Group, Inc. via email at rob.hallett@assetworks.com and  
jim.hammond@assetworks.com.***

**Agreement Number: 30006259**

**Contract Title: TRAPEZE SOFTWARE LICENSE, MAINTENANCE AND HOSTING AGREEMENT**

**CITY OF PORTLAND SIGNATURES**

By: N/A Date: \_\_\_\_\_  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: N/A Date: \_\_\_\_\_  
Elected Official

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney