



July 19, 2017

DeKalb County  
1580 Roadhaven Drive  
Stone Mountain, Georgia 30083

Re: *Cityworks Sole Source Letter – DeKalb County, Georgia*

To Whom It May Concern:

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Cityworks is the original and leading GIS-centric public asset management software. Over 20 years ago, Azteca Systems, pioneered the GIS-centric approach for managing local government assets with a proven GIS centered and based asset management solution. The Cityworks GIS-centric approach is now recognized as a best practice. The breadth and depth of our experience with GIS-centric public asset management is unsurpassed.

In addition, Azteca Systems is a Platinum Partner with renowned GIS developer Esri®. Azteca Systems recently received an award from the CEO of Esri celebrating and recognizing the two companies' 20-year partnership, and specifically acknowledging Cityworks' seamless alignment, corporate dedication, and dependability.

Should you have any further questions please contact me at (801)523-2751 or if you prefer e-mail at [bhaslam@cityworks.com](mailto:bhaslam@cityworks.com).

Sincerely,

Brian L. Haslam  
President - CEO, Azteca Systems, LLC

## CITYWORKS® LICENSE AGREEMENT

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**IN WITNESS WHEREOF,** the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

**AZTECA SYSTEMS, INC.**

**DEKALB COUNTY, GEORGIA**

By:   
 Signature

George M. Mastakas  
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Vice President Enterprise Solutions  
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87-0432994  
 Federal Tax I.D. Number

 By (SEAL)  
 LEE MAY  
 Interim Chief Executive Officer  
 DeKalb County, Georgia

8/24/16  
 Date

8-18-2016  
 Date


**ATTEST:**

  
 Signature

Peter S. Hristov  
 Name (Typed or Printed)

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**ATTEST:**

  
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 and Board of Commissioners of  
 DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE:**

  
 Department Director

  
 CIO, Director of Innovation and Information

**APPROVED AS TO FORM:**

  
 County Attorney Signature

MATTHEW C WELCH  
 County Attorney Name  
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*Additional Software & Licenses: Additional Software & licenses may be added to this License Agreement with acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary, paid.*

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

**ADDENDUM 2**  
**STANDARD MAINTENANCE AGREEMENT**

This Standard Maintenance Agreement is between the Licensee named below "Licensee" and Azteca, Systems, Inc. Maintenance is provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for the times and periods and amounts specified in section 7.3 below. Maintenance support services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported databases revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Maintenance Agreement provide the following:

- (a) **Software Updates.** Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance term. Updates and Upgrades may also include new versions;
- (b) **Provide Telephone Support, Email Support, Web Support,** during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) **Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.)** to the Licensee's systems in order to perform thorough remote diagnostics.

1.3. The following items, among others, however, are specifically excluded as support services under this section of this Maintenance Agreement:

- (a) **Interpretation of program results, including but not limited to support for applying or installing upgrades and service packs;**
- (b) **Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;**
- (c) **Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;**
- (d) **Licensee Data debugging and/or correcting;**
- (e) **Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;**
- (f) **Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;**
- (g) **Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and**
- (h) **Questions such as configuration, implementation and walk-throughs.**

1.4. **Support Periods** are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based ([www.MyCityworks.com](http://www.MyCityworks.com)) and after hours support as set forth in Section 1 of this addendum.

1.5. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum 2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.6. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

## 2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

## 3. CHARGES/FEES

3.1. For services hereunder, Licensee shall pay Azteca Systems annual Maintenance Fees as set forth in paragraph 7.3 below. The annual fee for each twelve (12) month period is set forth in paragraph 7.3, and shall be paid prior to the start for each Maintenance Period unless otherwise specified. The annual fee for successive Maintenance Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period,

shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for Maintenance Periods listed in section 7.3 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. In addition to charges due under this Support Agreement, Licensee shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Maintenance Agreement.

3.4. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.5. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

#### 4. TERM AND TERMINATION:

4.1. The initial term of this Maintenance and Support Agreement will begin upon the effective date set forth in section 7.2 below, and continue for twelve (12) consecutive months at the rate of fee(s) as noted in section 7.3 below. Thereafter, Licensee may continue maintenance as set forth in the table below and beyond at the then-current amount.

4.2. **Termination for convenience:** Either party may terminate this maintenance agreement by giving the other party thirty (30) days' notice prior to the end of the current maintenance period.

4.3. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

4.4. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

#### 5. WARRANTY, DISCLAIMER REMEDY, AND LIMITATION OF LIABILITY

5.1. Azteca Systems warrants that all technical support provided pursuant to this Maintenance Agreement shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

5.2. With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

5.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT. AZTECA SYSTEMS DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS THAT LICENSEE'S OPERATION WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAILURE-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

5.4. Remedy. If Azteca Systems fails to fulfill its obligations under this maintenance addendum, Licensee's sole and exclusive remedy is the right to terminate this maintenance agreement immediately for the affected and listed Products and receive a refund of the unused portion of maintenance fees paid under this maintenance agreement, prorated for the current maintenance period.

5.5. Limitation of Liability. IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS STANDARD MAINTENANCE AGREEMENT OR USE OF QUALIFYING PRODUCTS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT AZTECA SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

## 6. MISCELLANEOUS

6.1. Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Maintenance Agreement (other than the reimbursement of fees as set forth in section 5.4 of the Maintenance agreement, during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the Licensee pursuant to the relevant schedule.

6.2. Notices: Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca Systems:	Azteca Systems, Inc. 11075 South State Street, Suite 24 Sandy, UT 84070
Licensee	The address set forth in section 7.1 below.

6.3. Applicable Laws: This maintenance agreement is governed by and construed in accordance with the laws of the state identified in the License Agreement without reference to conflict-of-laws principles except that US federal law shall govern in matters of intellectual property.

6.4. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Software Cityworks, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

6.5. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee 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 Azteca Systems

**7. IDENTIFICATION AND AMOUNTS**

**7.1. Licensee Information**

Licensee Name:	DeKalb County
License Contact:	Reginald D. Wells, Deputy Director
Number and Street	1580 Roadhaven Drive
City/State/Zip/Country	Stone Mountain, GA 30083
Phone	770.621.7208
Email	rdwells@dekalbcountyga.gov

**7.2. Delivery Date/Effective Date**

*MM/DD/YYYY*

**August 18, 2016**

**7.3. Schedule of payments and Fees under Maintenance Agreement**

Support Period	Date From/To (mm/dd/yy)	Amount
Year 1	08/18/2016 to 08/17/2017	\$90,000.00
Year 2	08/18/2017 to 08/17/2018	\$90,000.00
Year 3	08/18/2018 to 08/17/2019	\$90,000.00



**ADDENDUM 3**

**THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any third party contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Software by any third party is solely for Licensee's benefit;
2. The third party contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the Master License Agreement;
3. Before accessing the Licensed Software, the contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) the contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the contractor with respect to the use of the Licensed Software, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any third party contractor shall immediately terminate;
6. Use of the Software by such third party contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such third parties;
7. Any breach of this Agreement by any third party consultant(s)/contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any third party contractor must sign a copy of this Addendum acknowledging that it has a copy of the license agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this addendum for every third party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party acknowledges acceptance by signing below, and providing a copy to Azteca Systems at [contracts@cityworks.com](mailto:contracts@cityworks.com).

\_\_\_\_\_  
Third Party Contractor Name (Print)

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_