

**Memorandum  
Information Technology Department**



**To:** Randall Tweet, City Manager  
**Subject:** Cityworks Addendum and Annual Maintenance  
**Date:** August 10, 2021  
**Number:** CY21-009

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The Cityworks System annual maintenance is due. Cityworks is the primary software application used by the Public Works Department daily for asset management, call tracking, and work order management. The amount of \$39,894.75 will renew the maintenance contract for the year of 12/18/2021 through 12/17/2022. The cost of this agreement is 15% higher than the previous year, however this renewal includes an addendum to move the software online to the cloud and upgrade to the latest version all in one swift move.

**Recommendation:**

The Information Technology Department recommends that the City Council authorize the City Manager to sign the addendum and pay Azteca Systems, LLC of Sandy, UT for the Cityworks Online annual support maintenance in the total amount of \$39,894.75.

Vendor: 08777 - Azteca Systems, LLC.  
Total Payment: \$39,894.75  
Account Chargeable:  
Fund: 101 General Fund  
Department: 256 Information Technology  
Cost Center: 091 Geographical Information Systems  
Object Code: 53822 Operating Services Contacts  
Project: 0000000 N/A

Requisition Number: R0008708

**Submitted:** Timothy Bain, IT Director

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**Approved:** Randal Tweet, City Manager

**AMENDMENT # 1  
TO THE  
CITYWORKS<sup>®</sup>  
LICENSE AND MAINTENANCE AGREEMENT**

By accepting this Amendment # 1 (“Amendment”), both parties agree to amend the Cityworks Software License and Maintenance Agreement between the **City of Rock Island, Illinois**, (Licensee) and Azteca Systems, LLC (“Azteca Systems”) executed on or about June 22, 2020, which is incorporated herein by reference, to include the terms of the Cityworks License and Maintenance Agreement (“Agreement”) except as specifically modified herein. Through this Amendment, Azteca Systems and the Licensee have agreed to amend the terms of the Agreement as set forth herein below.

WHEREAS, Azteca Systems, LLC and Licensee entered into a Software License agreement on or about the 22<sup>nd</sup> day of June 2020; and

WHEREAS, the Software License Agreement and the Addendums thereto, provide to Licensee certain software licensed by Azteca Systems and also provide maintenance and support by Azteca and the payment of fees by Licensee, as set forth in the Agreement; and

WHEREAS, Licensee desires to change the Cityworks software being licensed to Licensee under the Agreement to a hosted subscription service known as Cityworks Online, which is an online software service provided by Azteca Systems; and

WHEREAS, the Parties desire to amend the Agreement for Licensee to obtain a license for the Cityworks Online software services and such that Licensee no longer needs the ‘on premise’ version of the software provided under the Agreement; and

WHEREAS, the Parties are willing to amend the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Amendment, Azteca Systems and Licensee agree as follows:

1. **Paragraph 5.7 of Article 5 – Term and Termination** is hereby amended to read as follows:

5.7 If this Agreement is terminated per section 5.3 or 5.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee’s option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 5.3 or 5.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

2. **Addendum #1** of the Agreement is deleted in its entirety and is hereby amended to read as follows:

**ADDENDUM #1**

**PRODUCT LICENSING**

1. **Licensed Software:**

Server AMS Custom Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:  
Office

--Includes the following Add-ons:  
Metrics API  
Local Government Templates (LGT)

*Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.*

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

<b>Azteca Systems, LLC</b> 11075 South State, Suite 24 Sandy, Utah 84070	<b>City of Rock Island</b> 1528 Third Avenue Rock Island, IL 61201
	Attn: Colleen Wiemerslage-Bromley
	E-mail: <a href="mailto:wiemerslage-bromley.colleen@rigov.org">wiemerslage-bromley.colleen@rigov.org</a>
	Phone: 309.732.2143

3. **Delivery Date/Effective Date of Software**

***MM/DD/YYYY***

***09/01/2021***

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
<b>Period 1</b>	<b>09/01/2021 – 12/17/2021</b>	<b>\$ 1,458.00*</b>
<b>Period 2</b>	<b>12/18/2021 – 12/17/2022</b>	<b>\$39,894.75</b>

*\* Fee for Period 1 reflects conversion to Cityworks Online and is pro-rated for period of 09/01/2021 – 12/17/2021. Current Period 1 renewal fee of \$32,995 for the period of 12/18/2020 to 12/17/2021 was paid previously.*

## 5. **Additional**

- a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
- b. 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.
- c. **CWOL – Cityworks Online:** Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems’ servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.
- d. Annual fee herein is based on a 25,001 – 50,000 population range.
- e. ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 50 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.

## 6. **MANAGED CLOUD AND ONLINE SERVICES**

**6.1 Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm; or
- b. Stores or transmits any Malicious Code; or
- c. Violates any law or regulation; or
- d. Infringes or misappropriates the rights of any third party; or
- e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

**6.2 Service Interruption.** System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

### **6.3 Licensee Content.**

- a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.

- b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Azteca Systems will either:
  - 1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or
  - 2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**6.4 Removal of Customer Content.** Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at [www.cityworks.com/legal](http://www.cityworks.com/legal).

**6.5 Service Suspension.** Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

**6.6 Notice to Azteca Systems.** Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

All other terms of the Agreement except as specifically modified by this Amendment shall remain the same

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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 Rock Island, Illinois**  
(Licensee)

**Azteca Systems, LLC**  
(Azteca)

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

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

Printed Name: \_\_\_\_\_

Printed Name: Brian L. Haslam

Title: \_\_\_\_\_

Title: President/CEO

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

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