



BREA CIVIC & CULTURAL CENTER | 1 Civic Center Circle | Brea, California 92821 | www.cityofbrea.net

Finance Committee Agenda

Tuesday, April 25, 2023

8:30 a.m.

Executive Conference Room

MEMBERS: Mayor Marty Simonoff and Council Member Steven Vargas
ALTERNATE: Council Member Cecilia Hupp

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7676 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Committee

Members of the public may offer comment or attend the meeting in person. All requests to offer comment must be submitted via phone by calling 714-990-7676 or by emailing arlenem@cityofbrea.net by 12:00 p.m. on Monday, April 24, 2023

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **April 11, 2023 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

Draft 04-11-2023 Minutes

DISCUSSION

3. **Update to Cityworks (Azteca Systems, Inc.) Software License and Maintenance Agreement**
- Approve updated Software License and Maintenance Agreement for Public Works Maintenance Management Program.

Attachments

2013 PSA

Cityworks License Agreement

4. **Acceptance of Country Hills Subdivision Pavement and Water Improvements, Project No. 7322** - Authorize increasing the Contract Contingency by 1.8%; Accept project as complete and authorize City Clerk to record a Notice of Completion; Accept the Warranty Bond; and Authorize City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and release the Payment Bond upon further notification from the Public Works Department.

Attachments

Attachment A - Location Map

Attachment B - Warranty Bond

Attachment C - Notice of Completion

5. **Schedule Next Meeting: Tuesday, May 9, 2023**

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services administrative office at (714) 990-7676. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 04/25/2023
SUBJECT: April 11, 2023 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Draft 04-11-2023 Minutes



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, April 11, 2023
8:30 AM**

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Steven Vargas, Chris Emeterio, Michael Ho, Bill Bowlus, Monica Lo, Faith Madrazo, Alicia Brenner, Jenn Colacion and Lisa Keyworth

1. **Matters from the Audience - None**

CONSENT

2. **February 28 2023 Finance Committee Regular Meeting Minutes – Approved.**

DISCUSSION

3. **Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 – Recommended for City Council approval.**
4. **Authorize the Purchase of Playground Equipment and Storage Building for the Arovista Park Modernization Project, CIP 7978 – The Committee discussed item and staff clarified that the recommendation section will be updated from \$150,000.00 to \$159,922.00 for the purchase of the prefabricated storage building from the Public Restroom Company. Recommended for City Council approval.**
5. **Local Hazard Mitigation Plan Consultant Contract – Recommended for City Council approval.**
6. **Schedule Next Meeting: Tuesday, April 25, 2023**

Meeting adjourned: 8:33 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 04/25/2023

SUBJECT: Update to Cityworks (Azteca Systems, Inc.) Software License and Maintenance Agreement

RECOMMENDATION

Approve updated Software License and Maintenance Agreement for Public Works Maintenance Management Program.

BACKGROUND/DISCUSSION

In 2013, Public Works Maintenance Services needed to update, Fox Pro, the antiquated software used to track service requests and decided on Cityworks because of their Geographic Information System-centric (GIS) public asset and work management solution. The cost to purchase and implement this software was \$100,000.00, which included migration of the historical data into Cityworks. There has been an annual Update and Support fee of \$11,000 since that time, with the cost remaining unchanged.

Azteca Systems, Inc. supplies a Cityworks Server AMS (Asset Management System) for the Public Works Department. Public Works has used the Cityworks software as its Maintenance Management Program (MMP) for the past ten years to store and produce records of completed work requests. The program tracks work requests, employee time, materials, equipment costs, locations, customers, and notes. The update to this agreement includes enhanced protection for the City from the original agreement and reduces the risk of losing information. The updated agreement cleans up language regarding third-party consultants or contractors. Terms of the updated agreement were reviewed and approved by the City Attorney's office.

SUMMARY/FISCAL IMPACT

The Public Works Department uses software called Cityworks for asset management, work orders, and tracking service requests. Cityworks is now moving to cloud-based technology for enhanced protection and to reduce the risk of losing information. Therefore, the old agreement must be updated to the attached license agreement to reflect these features. The annual update and support fee for 07/01/22 to 05/14/23 is \$9,625.00. The annual update and support fee of \$11,000.00 remains the same from 05/15/23 to 05/14/24, and no additional funding is needed. These budgeted costs are in various Public Works accounts, including Water, Sewer, Streets, Parks, Sanitation, and Building funds.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Will Wenz, Public Works Superintendent

Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

2013 PSA

Cityworks License Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of November, 2013, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Azteca Systems, Inc. (hereinafter referred to as "CONSULTANT").

A. Recitals

(i) CITY has heretofore requested a proposal pertaining to the performance of professional services with respect to Supplying, Implementing, Updating & Supporting CityWorks AMS Software Program for City of Brea Public Works Department ("Tasks" hereafter), a full, true and correct copy of which is attached hereto as Exhibits "A, B, C & D" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal to complete said Tasks, a full, true and correct copy of which proposal is attached hereto as Exhibit "A, B, C & D" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff to complete said Tasks.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: The provision of professional consulting advice and assistance as described in Exhibit "A, B, C & D" ~~hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and, as directed, attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to said services.~~

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks as described in Exhibit A, B, C & D. The Consultant will provide services on an "as-needed" basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for two one year extensions with the total term not exceeding three years.

(c) Completion of Tasks: The date of completion of all assigned Tasks as described in Exhibit A. ~~including any and all procedures, plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings.~~

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete assigned Tasks in accordance with Exhibits "A, B, C & D" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents, ~~including all supplemental technical documents (hereinafter collectively referred to as "documents")~~, as described in Exhibits "A" to CITY within the time specified by CITY's ~~written notice to proceed with any assigned Tasks. Copies of documents shall be in such~~

~~numbers as are required in CITY. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth in said written notice to proceed may be extended upon written approval of CITY.~~

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "A" Services required hereunder. Said sum(s) shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "A". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, upon completion of each task, and such invoices shall be paid within thirty (30) days after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no

event shall CONSULTANT, or any person claiming by or through CONSULTANT, be paid an aggregate amount not to exceed Ninety Thousand, Four Hundred and Ten (\$90,410).

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

~~(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete assigned Tasks.~~

~~————— (c) Such information as is generally available from CITY files applicable to assigned Tasks.~~

~~————— (d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.~~

~~————— 5. Ownership of Documents: All documents prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.~~

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least thirty (30) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause, or in the event the outstanding invoices are not paid within sixty (60) days.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Charles View, Public Works Director
City of Brea
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

George Mastakas, Vice President
Azteca Systems, Inc.
11075 S. State Street, Suite 24
Sandy, UT 84070

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee seventy two (72) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period

covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONSULTANT in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the

provisions of subsections (2) and (6) of Section c, below. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY's behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
 - (ii) \$2,000,000 (Two Million Dollars) for property damage;
 - (iii) The total of the limits specified in subsections (i) and (ii),
- above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/ VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: ~~Other than in the performance of professional services and~~ to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, ~~whether actual, alleged or threatened~~, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that

CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

To the maximum extent permitted by law, the City agrees to limit the Consultant's liability for the City's damages to the sum of \$2,000,000 (the amount of insurance required under paragraph 8 herein) This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to complete an assigned Task, together with all documents and supplemental material required hereunder, in form to the reasonable satisfaction of CITY, within the time set forth in the notice to proceed, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.


13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

 10-25-2013
George Mastatas, Vice President

CITY

Mayor

ATTEST:

City Clerk

EXHIBIT A

Azteca Systems, Inc
11075 South State Street, Suite 21
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

Pricing Quotation

Quote Number 00000513 Created Date 10/31/2013

Contact Info

Contact Name	Warren Coleman	Prepared By	Joe Pilimai
Company Name	City of Brea CA	Phone	(805) 294-0560
Phone	(714) 990-7696	E-mail	jpilimai@cityworks.com
Email	warrenc@cityofbrea.net		

Product Code	Description	Quantity	Sales Price	Total Price
CWS.AMS.0001	Server AMS 1st login	1.00	\$7,995.00	\$7,995.00
CWS.AMS.0025	Server AMS 2-5 logins	4.00	\$3,995.00	\$15,980.00
CWS.AMS.0610	Server AMS 6-10 logins	5.00	\$3,495.00	\$17,475.00
CWS.AMS.1120	Server AMS 11-20 logins	8.00	\$2,995.00	\$23,960.00
		Total Price	\$65,410.00	
		Grand Total	\$65,410.00	

Support Period Notes and Amounts

Support Notes #1	Year Two (2) Annual Maintenance	Support Amount	\$11,000.00
Support Notes #2	Year Three (3) Annual Maintenance	Support Amount	\$11,000.00

Notes

Quote Notes #1 GIS asset management solution. Cityworks Server AMS named user log-in licenses. Includes initial software license, media, update & support, effective from the execution of Cityworks License Agreement.

#2 This quote includes pricing for software licensing only and does not include implementation costs

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial-off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "Standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcIMS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

Specific requirements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.

EXHIBIT A

Azteca Systems, Inc.
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

This quotation information is proprietary and may not be copied or release other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, Inc.

To expedite your order, please reference the quotation number on your purchase order.

Order Process

The order process is initiated when Azteca Systems receives an original Purchase Order or some form of advance payment. Several additional documents will be required including, Software License Agreement, Tax Exemption Certification and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

IMPORTANT! Collectively, these documents contain the authorization and information necessary to ship the proper version of the software and on the correct media. Please return them promptly to avoid unnecessary delays in shipping and incompatible media. Please return all documents by mail or express delivery, or as otherwise directed.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense and subject to Azteca Systems commercial license terms and conditions. Azteca Systems software is subject to Azteca Systems Software License Agreement. A fully executed copy of the Software License Agreement is required before delivery and installation.

Delivery

FOB Sandy, UT 84070, USA.

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement and other documents, as required.

Standard delivery method is through Azteca's customer support web portal. Other delivery service is available for an additional fee (e.g., overnight delivery).

Payment Terms

Net thirty (30) -days.

Taxes

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for applicable sales and use taxes, as necessary. Azteca Systems reserves the right to collect sales and use tax assessed by states as required by law. Azteca Systems will add applicable state sales tax to the invoice unless proof with the order is shown that your organization is tax exempt or pays state tax directly.

EXHIBIT A



For: Warren Coleman
 Organization: City of Brea, CA
 Purpose: Implementation of Azteca's Cityworks Server AMS (Jumpstart)

Quote#: Q8452
 By: Mastakas
 Date: 8/8/2013

Item	Description	Qty	Unit Price	Cost
	Azteca Systems Inc will provide the services for a jumpstart Implementation of Cityworks Server AMS for the City of Brea to create and manage service requests and work orders for the organization's Infrastructure assets. This effort will be comprised of the following:			
1	Remote installation of Cityworks Desktop and Server AMS Software and Database: A remote web-conference will be held to install the Cityworks Desktop and Server software and database in the organization's environment. In advance of this meeting, the organization will have prepared the hardware with the requisite 3rd party software as described on the hardware specifications page on mycityworks.com. The plan for formatting and processing the GIS layers for use in Cityworks will be reviewed, and a configuration guide that outlines the workflow data needed to configure Cityworks will be provided. Note: Requires Esri 10.0 sp5 or 10.1 sp1.	1.00	1,625.00	1,625.00
2	On-Site Workflow Review Meeting (2 days): An on-site kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 30 work order, 30 service request, and 5 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the MXD map document that will be used in conjunction with Cityworks.	2.00	1,875.00	3,750.00
3	Initial Cityworks Database Configuration (6 days at Azteca's offices): Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca's offices.	6.00	1,400.00	8,400.00
4	On-site Installation and Review of Configured Database: Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from task 7 will be used. (NOTE: This task to be combined with Task 5.)	1.00	1,875.00	1,875.00
5	On-site Admin User Training (2 days): Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u>	2.00	1,875.00	3,750.00
6	On-site "train-the-trainer" Training (2 days): Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u>	2.00	1,875.00	3,750.00
7	Up to 10 ad-hoc remote hours: Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.	10.00	185.00	1,850.00
TOTAL:				25,000.00

Notes:

1. This firm-fixed price-quote is valid for 60 days.
2. Price-quote includes travel expenses where applicable.
3. The Client shall provide and have operational all 3rd party software required for this implementation.
4. The Client shall provide and have operational all hardware needed to support this implementation and shall match the specifications on MyCityworks.com.
5. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the Client.
6. Tasks are invoiced upon completion. Payment of invoices is expected in full no later than 30 days past the date of the invoice.
7. Remote hours are invoiced at a minimum 1/2 hour and every 15 minutes thereafter. Payment of invoices is in full no later than 30 days past the date of the invoice.

Azteca Systems, Inc. 11075 South State St. #24 Sandy, UT 84070 -- tel: 801.523.2751 fax: 801.523.3734

EXHIBIT B

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah 84070

Cityworks[®]

Phone: (801) 523-2751
FAX (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS[®] SOFTWARE LICENSE AGREEMENT Contract No. C156913

This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between the City of Brea, California (Licensee) and **Azteca Systems Inc.** (Azteca Systems[™]), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070, and gives Licensee certain limited rights to use the proprietary software The Software Cityworks and Related Materials. All rights not specifically granted in this Agreement are reserved to Azteca Systems.

1. Definitions: As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

1.1 "The Software Cityworks" means the actual copy of all or any portion of the computer programs delivered as listed in paragraph 5.1 Licensed Software, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Azteca Systems.

1.2 "Related Materials" means all of the printed materials, user documentation, training documentation, and confidential activation code for The Software Cityworks supplied by Azteca Systems under this Agreement.

1.3 "Effective Date" shall mean the date on which Licensee receives the Software Cityworks and Related Material from Azteca Systems.

2. Term: This Agreement shall become effective on the Effective Date and shall be valid for as long as Licensee complies with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Azteca Systems may terminate this Agreement by 30 calendar days' prior written notice to Licensee if Licensee fails to comply with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Unless otherwise agreed in writing, Licensee shall have 60 days after receiving notice of such failed compliance from Azteca Systems to cure the default. If this Agreement is terminated either under Section 8 or Section 17 below, Licensee shall then return to Azteca Systems all of The Software Cityworks, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will for no additional charge to Licensee and at Licensee's option either grant a perpetual license to the Licensee which will allow Licensee to retain the ability to access records and data contained in The Cityworks Software or will provide hard copies of all files needed by the

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Software License Agreement, Page 1 of 9

Licensee. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach occur.

3. Reservation of Ownership and Grant of License: Azteca Systems retains exclusive title and ownership of any copy of The Software Cityworks and Related Material licensed under this Agreement and grants to Licensee a personal, nonexclusive, nontransferable license to use The Software Cityworks and Related Materials pursuant to the terms and conditions of this Agreement. From the Effective Date, Licensee agrees to use reasonable effort to protect The Software Cityworks and Related Materials from unauthorized use, reproduction, distribution, or publication.

4. Copyright: The Software Cityworks and Related Material are owned by Azteca Systems and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee agrees not to export The Software Cityworks into a country which does not have copyright laws that will protect Azteca System's proprietary rights.

5. Licensing and/or Royalty Fees: In consideration of the License fees ("License Fees") paid under Purchase Order No. _____, dated _____ (see attachment B), Azteca Systems grants to Licensee a nonexclusive, nontransferable license to use the Licenses obtained under this Agreement as follows:

5.1 Licensed Software: Twenty (20) logins of Cityworks Server AMS as
defined in Attachment A Initial _____

Add-ons: _____ Initial _____

5.2 Permitted Uses:

- Licensee may use the number of copies of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid on the computer system(s) and/or specific computer network(s) for Licensee's own internal use.
- Licensee may install the number of copies and modules of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid onto the permanent storage device(s) on the computer system(s) and/or specific computer network(s).
- Licensee may maintain one (1) copy of The Software Cityworks to a CD or DVD type medium for archival purposes during the term of this Agreement unless the right to make additional copies is granted to Licensee in writing by Azteca Systems. Regularly scheduled full system and partial system archival backups are allowable and specifically exempted from this provision.
- Licensee may use, copy, alter, modify, merge, reproduce, and create derivative works of the on-line documentation accessible on MyCityworks.com for Licensee's own internal use. The portions of the on-line documentation merged with other software, hard copy, and digital materials shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution

notice acknowledging Azteca Systems proprietary rights in the on-line documentation: "Portions of this document include intellectual property of Azteca Systems and are used herein by permission. Copyright © 2013 Azteca Systems Inc. All Rights Reserved."

5.3 Uses Not Permitted:

- Licensee shall not sell, rent, lease, sub-license, lend, assign, time-share, transfer or export, in whole or in part to unlicensed third parties, or provide access to prior or present versions of The Software Cityworks, any updates, or Licensee's rights under this Agreement. Nothing in this Section shall prevent use of and access to The Software Cityworks by Licensee's employees, agents or others performing work for or on behalf of the Licensee.
- Licensee shall not reverse engineer, decompile, or disassemble The Software Cityworks, or make any attempt to unlock or bypass The Software Cityworks keycode, as applicable, subject to local law.
- Licensee shall not make additional copies of The Software Cityworks and Related Materials beyond that described in the Permitted Uses section above.
- Licensee shall not remove or obscure any Azteca Systems copyright or trademark notices.

6. The Software Cityworks Update and Support: Update and support services for The Software Cityworks is available if Licensee and Azteca Systems have executed a Cityworks Update and Support Agreement. Fees for any such support services shall be governed by the Cityworks Update and Support Agreement.

7. Limited Warranty: Limited Warranty: Azteca Systems warrants that it owns or has the full right and authority and all associated intellectual property rights necessary to grant Licensee rights and licenses set forth in this Agreement to The Software Cityworks and Related Materials. Azteca Systems warrants that The Software Cityworks, unaltered, will substantially conform to the Related Materials for a period of one (1) year from the Effective Date ("Warranty Period"). Azteca Systems warrants that the media upon which The Software Cityworks is provided will be free from defects in materials and workmanship under normal use and service during the Warranty Period.

AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE CITYWORKS. AZTECA SYSTEMS DOES NOT WARRANT THAT THE [OPERATIONS OF ITS RESPECTIVE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED AND/OR ERROR FREE.]

8. Exclusive Remedy and Limitation of Liability: Exclusive Remedy and Limitation of Liability: One (1) year from the Effective Date and during the Warranty Period, Azteca System's entire

liability and Licensee's exclusive remedy for breach of the warranties against defect(s) in materials and workmanship shall be to request Azteca Systems correct the defect(s) by whatever means reasonably available to Azteca Systems such as remedy the defect(s), or provide a suitable work around, or replace The Software Cityworks in accordance with the Cityworks Update and Support Agreement (if then in effect with Licensee). If Azteca Systems exhausts available remedies and is unable to remedy the defect(s) Licensee may by written notice of its election to Azteca Systems, terminate this Agreement for its convenience and have Azteca Systems return 100% of the License Fees paid upon the Licensee's return of The Software Cityworks to Azteca Systems. Azteca Systems shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of The Software Cityworks, unless such damage is caused by Azteca System's actual negligence.

IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE TO THE LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE AND RELATED MATERIALS, UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY AZTECA SYSTEM'S ACTUAL NEGLIGENCE.

9. Indemnity: Indemnity: Azteca Systems, at its own expense, will hold harmless, defend and indemnify Licensee from all claims that The Software Cityworks or Related Materials furnished under this Agreement infringes a U.S. Copyright or other intellectual property rights of a third party, provided that Licensee gives Azteca Systems prompt written notice of such claims and permits Azteca Systems the sole right to control the defense of such claims and provides Azteca Systems all reasonable cooperation.

As to The Software Cityworks which are or in the opinion of Azteca Systems may become subject to a claim of infringement, Azteca Systems, at its option, will obtain the right for Licensee to continue using The Software Cityworks or replace or modify The Software Cityworks so as to make them non-infringing. If none of the alternatives is available on commercially reasonable terms, then Licensee agrees to, upon Azteca Systems' written request, terminate for convenience the Agreement upon the Licensee returning The Software Cityworks to Azteca Systems and Azteca Systems will refund to the Licensee 100% of the License Fees paid.

Azteca Systems will not indemnify or defend Licensee from any infringement claim resulting from Licensee's unauthorized modification or alteration of The Software Cityworks or Related Materials.

This section states Azteca System's entire obligation to Licensee and Licensee's sole and exclusive remedy for infringement.

10. Additional Software Licenses: Additional copies and modules of The Software Cityworks licenses may be ordered without signed amendments provided the following language is

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Software License Agreement, Page 4 of 9

incorporated in the signed Purchase Order: *"By accepting this order, both parties agree to amend the Master Software License Agreement Contract No. [insert Contract Number] between [insert Licensee name] and Azteca Systems, Inc., dated [insert Master Software License Agreement date], which is incorporated herein by reference, to include the above software licenses, which are hereby licensed under the same terms and conditions."*

11. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. The Software Cityworks are determined to be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Azteca Systems and the U.S. Office of Export Control.

12. Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of a required obligation during any period where such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

13. Severability: If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of California.

14. 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.

15. 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.

16. Governing Law: This Agreement, entered into in the County of Orange shall be construed and enforced in accordance with, and be governed by, the laws of the State of California without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue. ✓

17. Termination for Convenience: In the event that either funding from the Licensee or other sources is withdrawn, reduced, or limited, or the authority of the Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this

5/7/2013

Software License Agreement, Page 5 of 9

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.

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.

Also, set forth elsewhere in this Agreement are specific provisions which allow the parties to terminate this Agreement for convenience (see Exclusive Remedy and Limitation of Liability provision).

18. Mediation Clause: Azteca Systems and Licensee will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail then the dispute will be mediated by a mutually acceptable mediator to be chosen by Azteca Systems and the Licensee within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Azteca Systems and the Licensee will share the cost of the mediation equally. By mutual agreement, however, Azteca Systems and Licensee may postpone mediation until both parties have completed some specified limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in the County of Orange, California. Both Azteca Systems and Licensee consent to jurisdiction by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

19. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes 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.

20. Data Confidentiality Statement: For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by

the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related Esri software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

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 Brea, California
(Licensee)

Azteca Systems, Inc.
(Azteca Systems)

By: _____
Authorized Signature

By: 
Authorized Signature

Printed Name: _____

Printed Name: George Mastakas

Title: _____

Title: Vice President

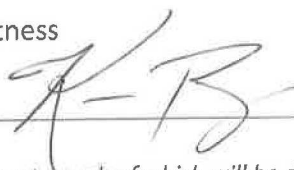
Date:

Date: 10-25-2013

Witness

Witness

By: _____

By: 

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed electronic form as valid and binding original signatures of the parties even if an original paper document bearing a party's original signature is not delivered. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.

Attachment A - Software Quote



Azteca Systems, Inc.
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Mail 801-523-2751
Corporate Fax 801-523-3734

Pricing Quotation

Quote Number 00000513

Created Date 10/31/2013

Contact Info

Contact Name Warren Coleman

Prepared By Joe Pilman

Company Name City of Brea CA

Phone (951) 294-0580

Phone (714) 930-7696

E-mail jpilman@cityworks.com

Email warrenc@cityofbrea.net

Product Code	Product	Quantity	Unit Price	Total Price
CWS.AMS.0001	Server AMS 1st login	1.00	\$7,995.00	\$7,995.00
CWS.AMS.0025	Server AMS 2-5 logins	4.00	\$3,995.00	\$15,980.00
CWS.AMS.0610	Server AMS 6-10 logins	5.00	\$3,495.00	\$17,475.00
CWS.AMS.1120	Server AMS 11-20 logins	8.00	\$2,995.00	\$23,960.00
		Total Price	\$65,410.00	
		Grand Total	\$65,410.00	

Support Period Notes and Amounts

Support Notes #1 Year Two (2) Annual Maintenance

Support Amount \$11,000.00

Support Notes #2 Year Three (3) Annual Maintenance

Support Amount \$11,000.00

Notes

Quote Notes #1 GIS asset management solution. Cityworks Server AMS named user login licenses. Includes initial software license, media, update & support, effective from the execution of Cityworks License Agreement.

#2 This quote includes pricing for software licensing only and does not include implementation costs.

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcGIS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS used in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

Spillable requirements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.

Attachment B – Purchase Order

EXHIBIT C

Azteca Systems, Inc.
11075 South State St.,
Suite 24
Sandy, Utah 84070

Cityworks®

Phone: (801) 523-2751
FAX (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS® UPDATE & SUPPORT AGREEMENT Contract No. C156913

This agreement (Agreement) is between the City of Brea, California (hereafter the User), as specified in paragraph 9.1, and **Azteca Systems Inc.** (hereafter Azteca Systems™), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070. Azteca Systems and the User have entered into a license agreement with respect to use of The Cityworks Software (the "Cityworks Software License Agreement"); and User also desires to secure software Cityworks update and support services from Azteca Systems with respect to such Software as more specifically enumerated in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 "Covered Software" shall mean the particular Software, scripts, interfaces and custom code identified in paragraph 9.2.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 9.3. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Effective Date" shall mean the date on which User receives the Software Cityworks software from Azteca Systems in accordance with the Cityworks Software License Agreement, Contract No. C156913, between User and Azteca Systems dated 10-25-2013

1.4 "Licensed Software" shall mean the particular Software identified in paragraph 9.2 item (d) Description of Covered Software.

1.5 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.6 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the User. Any Program Modifications delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.7 "Product Updates" are Program Fixes, Program Upgrades and Program Modifications.

1.8 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to User shall become part of the Licensed Software.

1.9 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.10 "Update & Support Period" shall mean the initial Update and Support period commencing upon the Effective Date of this Agreement, as set forth in section 9.2, and any subsequent twelve-month period.

1.11 "Update & Support Agreement" or "Agreement" shall mean this Update & Support Agreement between Azteca Systems and User identified in paragraph 9.1, the terms and conditions of which are hereby incorporated by reference.

2. SUPPORT

2.1 The services to be provided during the Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will make all reasonable efforts to provide upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major Esri® ArcGIS and Cityworks supported databases revisions. If identified as "Covered Software", Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks supported databases revisions (for example, from rev 10.1 to rev 10.2). Azteca Systems

will not ensure upward compatibility for Custom Applications when there are major Esri ArcGIS and Cityworks supported databases revisions (for example, from rev 10.x to rev 11.x).

2.2 Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4 and 7.3), during the term of this Agreement:

- (a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning properly; provided User provides Azteca Systems with written notice specifying particularity in narrative, non-technical terms to the best of User staff's ability the apparent error in the system and the manner in which the Covered Software is not functioning properly (as provided in Section 8); and
- (b) Deliver to User any Program Upgrades relating to the Covered Software made available to others.
- (c) Provide Telephone User 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 7).
- (d) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, dial-up, etc) to the User's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

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

- (a) interpretation of program results;
- (b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;
- (c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) data debugging and/or correcting;
- (e) services necessitated as a result of any cause other than authorized ordinary and proper use by the User of the Covered Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and

- (f) consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified as Covered Software in paragraph 9.3.

3. CHARGES

3.1 For services hereunder, User shall pay Azteca Systems an annual fee. The annual fee for the initial Update & Support Period is set forth in paragraph 9.2, and shall be paid prior to the start of the initial Update & Support Period. The annual fee for successive Update & Support Periods (twelve-month periods commencing upon the anniversary of the initial Update & Support Period) shall become due prior to the end of the preceding paid-up Update & Support Period.

3.2 Upon 90 days written notice, the fee for Update and Support Periods listed in paragraph 9.2 subsequent to the third Update and Support Period may be adjusted by Azteca to reflect increases in costs of providing the services described herein and/or to reflect increases in the population, users, size, usage, and other factors of User; provided, however, that (a) if the above factors remain constant the increase in the pricing shall not exceed the Consumer Price Index and (b) if any such proposed cost increase is in User's opinion excessive, User shall be entitled to terminate this Agreement prior to the start of the applicable Update & Support Period and shall not be liable for any further payment under this Agreement. Azteca will notify User 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 Agreement, User 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 Update & Support Agreement.

3.4 In the event User and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the User will reimburse Azteca Systems for reasonable and customary travel expenses directly related to the on-site work. Azteca Systems shall provide an estimate and get the prior approval of User before incurring any costs for which it shall seek reimbursement from User under this Section. Any reimbursement shall be subject to Azteca providing verifiable documentation of such expenses to User. User reserves the right to require an audit of any such cost related records of Azteca to the extent reimbursement has been made by User under the terms of this Section.

4. LIMITED WARRANTY

4.1 Azteca Systems will provide support services for the Cityworks Software, Enhancements to Cityworks Software and Custom Applications created by Azteca

Systems identified as Covered Software in paragraph 9.3. The support services are provided as part of the Azteca Systems Update and Support services and will be in force for the duration of this Agreement. Update & Support Periods beyond the initial Update & Support Period are renewable unless terminated as provided in Section 6 below. The Update and Support Services consists of software and documentation updates and access to technical support via telephone, email, web-based (MyCityworks.com) and after hours support via pager as set forth in Section 2 above. The User will provide Azteca Systems in writing the names of the User individuals who are authorized to contact Azteca Systems and request support services.

4.2 Azteca Systems warrants that trained personnel employed or contracted by Azteca Systems will perform the services performed hereunder in conformance with best industry standards.

4.3 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. LIMITATION OF LIABILITY

5.1 The liability for Azteca Systems for damages arising under this Agreement shall be limited to the fees actually paid by User to Azteca Systems for the current Update and Support Period pursuant to Section 3 hereof. In no event shall Azteca Systems be liable for any incidental, indirect, special, or consequential damages whatsoever (including but not limited to lost profits) arising out of or related to the support and services provided hereunder by Azteca Systems, even though Azteca Systems may have been advised, know or should have known of the possibility of such damages, unless such damage is caused directly by Azteca System's actual negligence.

6. TERM AND TERMINATION

6.1 The effective date of this Agreement, as set forth in section 9.2, shall continue until terminated.

6.2 This Agreement shall be terminated upon termination of the Cityworks Software License Agreement and, after the initial Update & Support Period, may be terminated by either party upon 30 days' written notice prior to the end of the then current Update & Support Period. If termination occurs during a successive Update & Support Period for which the User has paid the renewal fee in full, Azteca Systems shall return a prorated portion of the renewal fee for that period to the User.

7. PROCEDURES FOR ACCESSING SUPPORT

7.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) User's system administration staff as first line of support, 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.

7.2 Prior to calling Azteca Systems for support services, the User will first attempt to isolate any problems that occur with the System. The User 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 the User will first try and resolve the problem without Azteca Systems' involvement. If the User cannot resolve the problem or isolate the problem, the User will call Azteca Systems directly.

7.3 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 User, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. 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 User representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the User location. Azteca Systems project management will confer with the User's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The User will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem (pursuant to the provisions of paragraph 3.4). For routine and non-critical problems the User will submit support requests during normal business hours.

7.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the User will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded.

8. MISCELLANEOUS

8.1 Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Agreement (other than

the reimbursement of fees as set forth in paragraph 5.1) 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 User pursuant to the relevant schedule.]

8.2 The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of California.

8.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior statements, negotiations, and undertakings are superseded hereby, and may not be amended, modified or supplemented except in a writing executed by both parties, expressly purporting to amend this Agreement.

8.4 This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. User may not sublicense or encumber the Licensed Software without prior written consent of Azteca Systems.

8.5 Section headings herein are for the sake of convenience only and are not intended to affect in any way the meaning of this Agreement or the related paragraphs.

8.6 This Agreement becomes effective only upon execution by both parties. One fully executed copy of this Agreement shall be delivered by User to Azteca Systems at its office in Sandy, Utah 84070.

8.7 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 St.
Suite 24
Sandy, UT 84070

User: The address set forth in paragraph 9.1.

9. IDENTIFICATION AND AMOUNTS

9.1 (a) User Name: City of Brea, California

(b) User Contact: Charles View

Number and Street: 1 Civic Center Circle

City/Province/Zip/Country: Brea, California 92821 USA

Phone: (714) 990-7698 Email: CharlieV@ci.brea.ca.us

9.2 User Agreement: Between Azteca Systems and the User dated:

(a) Effective Date: 01/01/2014
(Software delivery date)

Initial 

(b) First Update & Support period and fee:

From: 01/01/2014 To: 06/30/2015

Initial 

Fee: \$65,410.00

(c) Renewal Date: Successive twelve-month periods from the Renewal Date specified below, subject to termination as provided in paragraph 6.2.

Renewal Date: 07/01/2015

Initial 

Fee: \$11,000.00

Initial 

(d) Description of Covered Software:

Twenty (20) logins of Cityworks Server AMS as defined in Attachment A

Initial 

10. DATA CONFIDENTIALITY STATEMENT:

For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related Esri software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

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 Brea, California
(User)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Witness

By: _____

Azteca Systems, Inc.
(Azteca Systems)

By:  _____
Authorized Signature

Printed Name: George Mastakas

Title: Vice President

Date: 10-25-2013

Witness

By:  _____

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed electronic form as valid and binding original signatures of the parties even if an original paper document bearing a party's original signature is not delivered. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.

Attachment A - Software Quote

Azteca Systems, Inc.
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

Pricing Quotation

Quote Number 00000613 Created Date 10/31/2013

Contact Info

Contact Name	Warren Coleman	Prepared By	Joe Pilimai
Company Name	City of Brea CA	Phone	(805) 294-0560
Phone	(714) 990-7696	E-mail	jpilimai@cityworks.com
Email	warrenc@cityofbrea.net		

Item	Description	Quantity	Unit Price	Total Price
CWS.AMS.0001	Server AMS 1st login	1.00	\$7,995.00	\$7,995.00
CWS.AMS.0025	Server AMS 2-5 logins	4.00	\$3,995.00	\$15,980.00
CWS.AMS.0610	Server AMS 6-10 logins	5.00	\$3,495.00	\$17,475.00
CWS.AMS.1120	Server AMS 11-20 logins	8.00	\$2,995.00	\$23,960.00
		Total Price	\$65,410.00	
		Grand Total	\$65,410.00	

Support Period Notes and Amounts

Support Notes #1	Year Two (2) Annual Maintenance	Support Amount	\$11,000.00
Support Notes #2	Year Three (3) Annual Maintenance	Support Amount	\$11,000.00

Notes

Quote Notes

#1 GIS asset management solution, Cityworks Server AMS named user log-in licenses, Includes initial software license, media, update & support, effective from the execution of Cityworks License Agreement.

#2 This quote includes pricing for software licensing only and does not include implementation costs

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial-off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "Standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcIMS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently Cityworks supports Oracle and SQL Server.

Specific arrangements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.

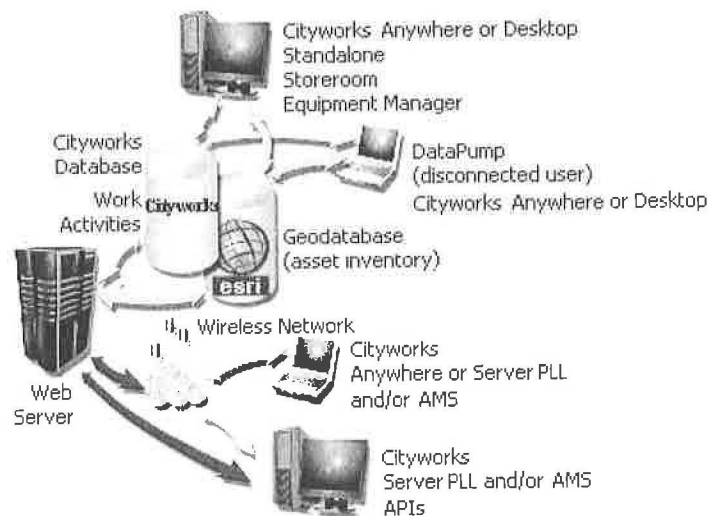
Specifications



1. General Software Capabilities

Cityworks Server AMS provides powerful tools for asset management, customer care, and work management, while Cityworks Server PLL provides tools for tracking permits, licenses, planning applications, business and regulatory, engineering approvals, as well as code enforcement cases from beginning to completion. Both Server AMS and Server PLL utilize the same database, geodatabase, and interface, and can be used together or independently.

Cityworks is unique: it is designed to utilize the GIS database (geodatabase) as the asset inventory. Though other approaches may interface with a GIS—generally for map visualization—Cityworks truly utilizes the geodatabase as the asset inventory.



Cityworks GIS-Centric

Cityworks does not contain separate asset tables that have to be integrated, synchronized, or linked to the GIS. The Cityworks approach is cleaner, more powerful, and inherently simpler. The GIS offers a robust and accurate representation of assets the way you want them—modeled as they are in the real world. Data models are user definable and non-proprietary, making this information usable with other applications. No interface, integration, or synchronization is required as there is only one common asset database.

Administration

Cityworks includes a powerful, yet easy-to-use administration tool to manage your work environment. Cityworks Designer is used to manage employees, materials, equipment, and work order and service request templates. As well, users can manage security, login

access, and general preferences. Designer was incorporated into the core Cityworks package to allow users the ability to control and manage their specific situation.

From defining work domains to administering warehouse criteria, parameters are user-defined. Work flow is easily managed using a series of templates. Starting with defining domains, the Cityworks Database Administrator (DBA) will set up security for each domain. From there, domain groups can be organized and employees added.

For example, a municipal public works agency may define several domains for water and wastewater, electric, streets, stormwater, signs, and signals. They may also add a domain for parks and recreation to manage ball fields, benches, picnic grounds, and related infrastructure.

Employees are added using the employee template or the import data function. Similarly, contractors, materials, equipment and other elements are input into the system. Tasks can be used to define specific and procedural steps for completing work.

Designer is used to define service request problem code templates. In addition, asset inventory configuration defines the geodatabase assets and fields Cityworks utilizes when attaching work orders to assets. Service request forms can also be scripted to guide call takers through a series of questions to help identify the nature of a situation and gather appropriate information.

Designer is used to define work order templates and their associated data including default fields, assignments, instructions, estimated resources, tasks, and association with asset types. Security is also defined within the templates.

Work Order Template

The Work Order Template is used to define work orders for specific assets. For example, a Pressurized Water Main asset has several pre-defined work order options; Flush Main, Inspect Main, Install Main, etc. These describe general work activities done to maintain water mains. Activities are user definable and can easily be cloned to other assets. As users select mapped assets to create a work order, Cityworks recognizes the asset type and presents the user with the work order templates defined for those assets.

System Security

Cityworks contains the ability to customize work orders specific to the needs of each group or division. This includes being able to create work orders for any geodatabase asset, security per division and asset, support of user-defined fields and user-defined inspections, and customizable printouts of work order and service request information.

Cityworks security is centrally managed through a set of user and group permissions. Access is managed through Cityworks Designer, the system administration program. Through Designer, administrators can set users, groups, and their permissions through a simple interface.

The system security is supported by an increasingly finer grained level of security, starting with application login; filtering by domain, group, and user security; UI security

at the presentation level via site, page, and UI business logic; and additional supporting security such as transaction audits. A wide variety of fine grained security controls exist; in general these include create, edit, and close of work activities. Security also includes rule models specifically for access to any labor rates or costing, reporting, and system administration. External threats such as SQL injection, code injection, and web service security are handled through a variety of provisions such as all database transactions occur through stored procedures, all data entered into forms is stored as a text block to prevent XSS scripting, and security certificate utilization.

Additional configuration for Cityworks Server AMS and Cityworks Server PLL is performed within the web page to define administrative logins, end user logins, and security roles. These are particular to the web page in order to determine what pages /tabs within the Cityworks Server site each user can view.

Service / Work Requests / Call Center (Customer Service)

Service Requests

Meeting customer demands is an integral part of asset and maintenance management. Capturing customer issues and needs is as much a part of a maintenance system as doing actual work. Customers are often the first to recognize problems. Agencies have long recognized the need to listen to, and accurately identify problems and achieve often immediate resolution. Cityworks is designed to help organizations care for their customers using built-in, easy-to-use software.

Service requests include the following functionality:

- Capture caller information
- Previous caller information lookup
- Record labor costs
- Multiple callers on a request
- Combine requests into a single request
- Automatic notification of another request in the area
- Spatial display of requests on the map
- User defined problem codes
- Question & Answer scripting configured to problem type
- Email to customer or internal notification
- Customizable printout per problem type
- Search, retrieve, and reports

Cityworks maintains a dynamic link between the service request and the work order. As work is completed, the service request is automatically updated and both the work order and the service request can be closed simultaneously.

In some cases, many requests for service are related to an owned asset, requiring attention and additional resources to affect a remedy. The inspector is easily able to initiate a work order based on field observations, and he or she can include comments or specific instructions to advise work crews. In addition, the service request may be the result of an improvement, another project currently underway in the same area, or a related call. In

these situations, a user can easily link the new service request to an existing service request, work order, or project.

Service requests contain the ability to automatically email information to internal personnel or back to a customer upon creation or closure. Other features include the ability to track labor costs, date and time stamps, and custom fields. Service requests can be dynamically displayed and symbolized in the GIS map view.

Cityworks Server AMS - Service Request

Call Time: 5/12/2011 1:41 PM
 Caller Type: Resident
 Account: 73526
 First Name: DORIS
 Last Name: GESTERLING
 Address 1: 1172 N WILLOWOOD AVE
 City: THOMASVILLE
 Zip Code: 84070
 Day Phone: (801) 671-7817
 Call Phone:
 Work:
 Onsite: ☐
 Callback: ☐
 Owner: ☐
 Problem Details:
 Call Information:
 Other Callers (Within 1000 Feet):

Call Time	First Name	Last Name	Home Phone	Work Phone
5/12/2011 1:41 PM	DORIS	GESTERLING	(801) 671-7817	

 Save: Enter call data and press "Search" to look for existing customers.

Tools: Layers, Print Activity, Locate, Data View, Editor

Map View: 1724, 1723, 1722, 1721, 1720, 1719, 1718, 1717, 1716, 1715, 1714, 1713, 1712, 1711, 1710, 1709, 1708, 1707, 1706, 1705, 1704, 1703, 1702, 1701, 1700, 1699, 1698, 1697, 1696, 1695, 1694, 1693, 1692, 1691, 1690, 1689, 1688, 1687, 1686, 1685, 1684, 1683, 1682, 1681, 1680, 1679, 1678, 1677, 1676, 1675, 1674, 1673, 1672, 1671, 1670, 1669, 1668, 1667, 1666, 1665, 1664, 1663, 1662, 1661, 1660, 1659, 1658, 1657, 1656, 1655, 1654, 1653, 1652, 1651, 1650, 1649, 1648, 1647, 1646, 1645, 1644, 1643, 1642, 1641, 1640, 1639, 1638, 1637, 1636, 1635, 1634, 1633, 1632, 1631, 1630, 1629, 1628, 1627, 1626, 1625, 1624, 1623, 1622, 1621, 1620, 1619, 1618, 1617, 1616, 1615, 1614, 1613, 1612, 1611, 1610, 1609, 1608, 1607, 1606, 1605, 1604, 1603, 1602, 1601, 1600, 1599, 1598, 1597, 1596, 1595, 1594, 1593, 1592, 1591, 1590, 1589, 1588, 1587, 1586, 1585, 1584, 1583, 1582, 1581, 1580, 1579, 1578, 1577, 1576, 1575, 1574, 1573, 1572, 1571, 1570, 1569, 1568, 1567, 1566, 1565, 1564, 1563, 1562, 1561, 1560, 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Work Orders

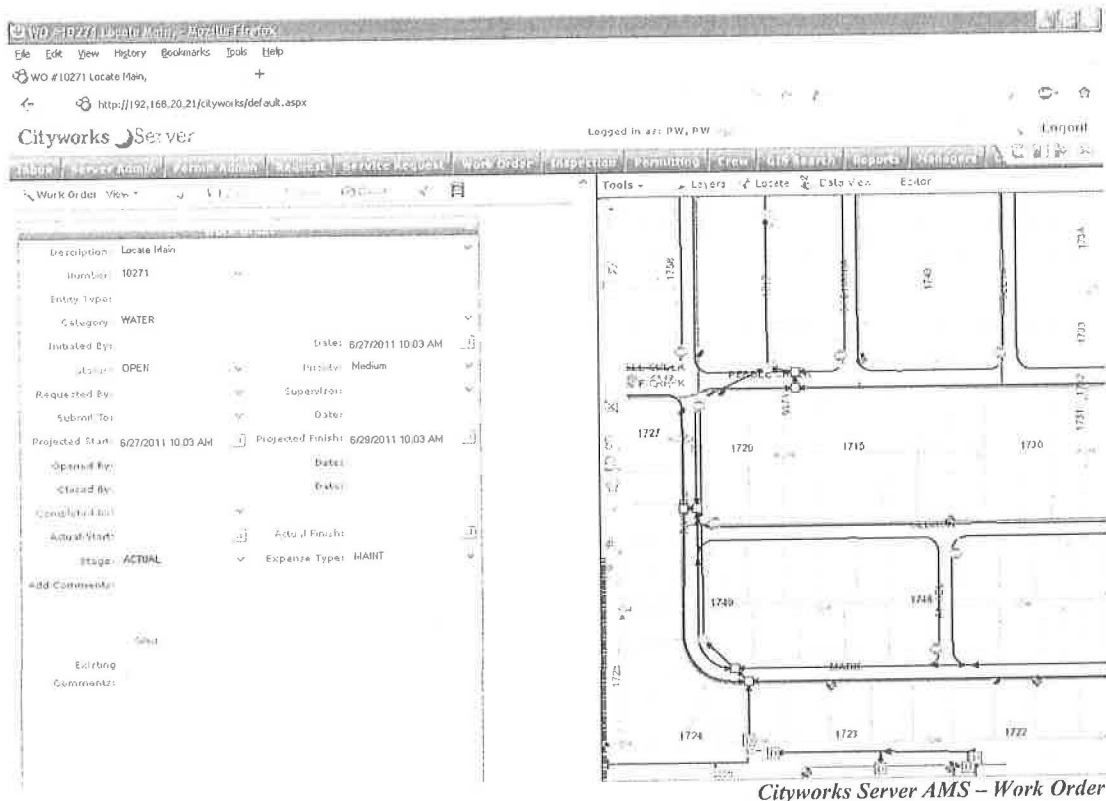
Work orders are the primary tool for maintenance management. Cityworks provides a means to issue and track work orders, activities, tasks, costs, employees, and other information relating to work performed on assets.

Asset management involves two fundamental practices – reactive and scheduled maintenance. Reactive maintenance occurs when someone interacts with or recognizes a problem with an asset or with an infrastructure system. For example, a citizen may call the local government agency to report a pothole or damaged street sign. The work done to inspect and resolve the issue is known as reactive maintenance. Most reactive issues begin with a service request.

Scheduled maintenance is often referred to as preventative maintenance and is typically associated with regularly scheduled procedures to ensure the performance of an asset

either individually or as a part of a larger system. For example, a wastewater utility may schedule periodic inspections of pipes to insure they meet specific criteria.

Cityworks handles both scheduled and reactive maintenance. Scheduled maintenance can be driven by general preventative maintenance activities and/or recurring work schedules (weekly, monthly, etc.). Similarly, reactive work orders can be set up to accommodate unscheduled activities. Both reactive and scheduled work orders can be pre-defined using user-defined work order templates.



Work order functionality includes the ability to perform the following activities:

- Create, edit, assign, dispatch, prioritize, close
- Task procedures with resource utilization and asset association
- Track Equipment, Labor, and Material, and history
- Create work orders with multiple assets with multiple tasks
- Create multiple work orders associated to individual assets
- Estimate and compare cost
- Create preventative (scheduled) or reactive maintenance work orders
- Automatically schedule work orders dependent on time frame.
- Print and email
- Spatially display work orders on the map
- Search and report

Work orders can be either attached or unattached. Attached work orders are associated with a specific asset feature or collection of assets. Unattached work orders are not associated with an asset feature, but they are associated to a feature type and a general location, such as an address or intersection.

Cityworks provides a mechanism for detailed maintenance planning. By incorporating GIS visualization, the user can easily group assets by location, type, age, or other key parameters. These groupings can then be used to create maintenance activities such as tests or inspections.

Preventative Maintenance

Cityworks has the ability to schedule preventative maintenance work orders and have them automatically generate subsequent work orders as each is completed or per a firm cycle.

Preventative maintenance can be scheduled in advance for specific assets or groups of assets. These work orders can be set up to repeat following a given cycle (daily, monthly, etc), to repeat once, or to repeat only on a given date.

The screenshot shows a dialog box titled "Cyclical scheduling parameters". It contains the following fields and controls:

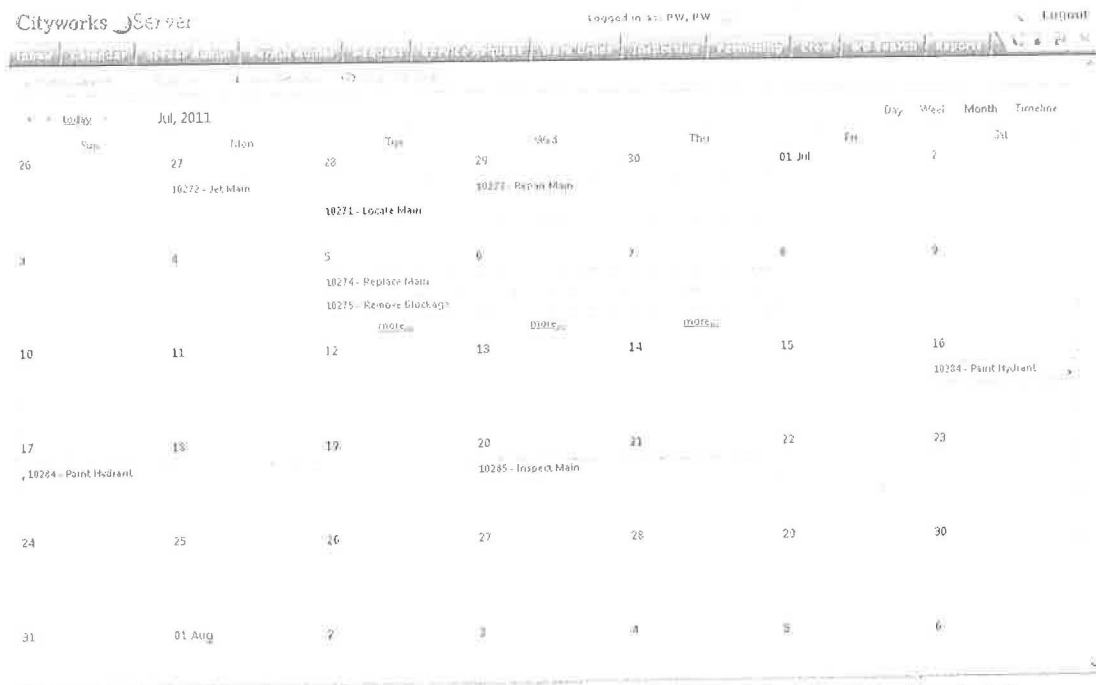
- Repeat:** A dropdown menu with "Every" selected.
- Interval:** A text field containing "6 Weeks" and a dropdown arrow.
- From:** A dropdown menu with "Actual Finish Date" selected.
- Actual Finish Date:** A text field containing "7/29/2009 5:15 PM" and a calendar icon.
- Date Printed:** A text field.
- Next Print Date:** A text field.

Cyclical scheduling parameters

Repeat work orders contain general information found on the original (parent) work order. Subsequent (child) work orders are automatically scheduled for printing and can be printed in batch mode, if desired.

Planning work can be accomplished using ad-hoc search, budget analysis tools, or spatial search and selection. Asset information is easily queried and retrieved. Work orders can then be planned and created for specific assets. For instance, a query can be performed on the specific condition of sewer gravity mains in a neighborhood. From the selected set, a work order can be generated, scheduled, and assigned.

Once scheduled, work orders can be displayed in a calendar interface. This function utilizes drag-and-drop capabilities for work scheduling.



Cityworks Server AMS – Calendar scheduling

In addition, scheduling can be performed using included Cityworks Standalone client-server software, whereby the user can schedule repeat activities based on manually entered milestones or measurements.

Alternatively, the optional Cityworks Metrics API can be used to automatically create work orders based on milestones, thresholds, and measurements. However, this application requires development of an interface between the third party software and Cityworks.

2. Asset Inspections

In Cityworks, an inspection is a record where additional information about a feature or related object is collected. Inspections record observations about the condition of the asset or the results of a test. Assets can have several inspections performed on them. For example, a sewer gravity main can have multiple TV inspections, dye tests, and smoke tests performed on the feature.

Cityworks Server Logged in as: PW, PW

Inspection Viewer

Types: 10364 (5 Records) ☐ Apply To All

Location: 488

District: Street:

Map Page: Tile No:

Status: Open Resolution:

Priority: High

Initiated By: Initiated Date: 3/31/2011 2:55 PM

Projected Start: 3/31/2011 2:55 PM Projected Finish:

Actual Report:

Inspected By: 4/4/2011 1:21 PM Inspected By: ARRINGTON, GARTH

Closed By: Date Closed:

Cancel Insp: ☐ Cancel Date:

Cancel Work: ☐

Cancelled By:

Request: Close Request:

Work Order:

Observation:

Map:

Recommendation:

Cond. Rating: 0

Cond. Score: 22

Work Order:

Order No: 0.34

History: Edit: Add: Remove:

Observation	Result	Instruction	Explanation
1 Visible Defects			
2 Obstructions	NO		
3 Overall Condition	Good		
4 Is public safety a concern?			

Cityworks Server AMS – Inspection

Each inspection can be associated to a work order, or can be created independent of the work order. Cityworks allows the user to create their own templates with fields pertinent to their inspection processes. Inspections can be queried based on field values. Subsequent ad-hoc or summary reports can be created, or data can be exported to Excel. Inspection locations can be displayed spatially on the GIS map.

Cityworks is delivered with a variety of inspections that are specifically related to wastewater and have been developed through research and industry standards. The list of OOB inspections include:

- Annual Inspection of Above Ground Self Priming Lift Station
- Annual Inspection of Below Ground Suction Lift Station
- Annual Inspection of Wet/Dry Lift Stations
- Annual Inspection of Submersible Lift Station
- Monthly Inspection of Above Ground Self Priming Lift Station
- Monthly Inspection of Below Ground Suction Lift Station
- Monthly Inspection of Wet/Dry Lift Stations
- Monthly Inspection of Submersible Lift Station
- Weekly Inspection of Above Ground Self Priming Lift Station
- Weekly Inspection of Below Ground Suction Lift Station
- Weekly Inspection of Wet/Dry Lift Stations
- Weekly Inspection of Submersible Lift Station
- Grease Trap Inspections
- Force Main Low Point Manhole Inspection
- Sewer Cleanout Inspection
- Concrete Drop Manhole Inspection

- Force Main Air/Vacuum Release Valve Station Inspection
- Sewer Flow Metering Station Inspection
- Force Main & Sewer Connection Manhole Inspection
- Force Main Check Valve Station Inspection
- CCTV Inspections
- Smoke Test Inspections
- Dye Test Inspections
- Manhole Inspections

Each inspection comes with weighted criteria and scored results in order to develop ongoing condition scores for assets over the course of their lifecycle. These condition scores are then stored in the Cityworks database and can also be written to the GIS to be made available to other analytical programs.

4. Mobile

Operations can be performed in the field with a laptop connected to the system. For situations where real-time network connectivity is not applicable, users can implement included DataPump software. DataPump is a disconnected solution in which users download assignments when connected to a network, utilize the Cityworks software in its full GIS environment if desired, and update the production database when the computer is returned to a connected state.

Cityworks inspections, work orders, and service requests can be generated in the field using Cityworks Anywhere in disconnected mode or using Server AMS connected to the system. Other operations such as redlining or routing can be performed using third party applications integrated with ArcGIS.

5. Project Tracking

Cityworks supports a multi-level project manager in which the various proposed inspections, maintenance, CIP, and other activities are placed into any number of projects. Graphically, the project manager is designed to function similar to Windows Explorer: projects are represented by folders and can contain folders themselves.

The software supports a security model so that individual managers can alter their specific projects to meet their needs. Each project can be managed at the detail of individual activities as well as the project as a whole. This approach allows users to generate a variety of project reports. Projects “roll up” in the hierarchy, allowing a project that contains other projects to incorporate the sub-projects in all reports.

Cityworks Server Logged in as: PW, PW

Home Request Work Order Ad Search Info About Links Reports Managers Permit Admin Order Admin

New Project View Edit Print

Projects	Budget	Expensed	Residual
2007 CIP	\$1,000,000.00		\$1,000,000.00
Sever	\$500,000.00		\$500,000.00
7 PEAKS	\$750,000.00	\$10.00	\$749,990.00
Emergency		\$2,368.00	(\$2,368.00)
FEMA Projects		\$2,368.00	(\$2,368.00)
Earthquake		\$2,368.00	(\$2,368.00)
Ice Storm			
December_2006			
Parks		\$25,000.00	(\$25,000.00)
WINTERIZATION_2005		\$25,000.00	(\$25,000.00)
Special Events			
Fall Festival 2005			
Fall Festival 2006			
Special Projects		\$202.10	(\$202.10)
Graffiti			
Greenville Drive		\$202.10	(\$202.10)
Testing	\$25.00		\$25.00
Water	\$666,666.00	\$216.08	\$666,449.92

Cityworks Server AMS – Project Manager

6. Reporting

Cityworks contains ad-hoc search and report tools to query the work management data. Searches can be performed displaying future scheduled work, overdue work orders, assignments to specific people, across date ranges, and a wide variety of parameters. Nearly every field in Cityworks is searchable, allowing for comprehensive data reporting.

Designed from the ground up as an open system, the Cityworks work management database is available to users, with published data structures. This allows users to look for and extract information that can be used to support preventative maintenance planning, budget analysis, work load balancing, periodic summaries, and other business needs.

Search results can be set up to show a variety of displayed values. Combinations of fields can be used in a search, which can form the basis of an ad-hoc report. These fields include account number, address, asset, priority, status, contractor, billable, and many others.

In addition, search criteria can be saved as user or domain searches, or it can be used as the basis of an event layer display.

The Cityworks search engine includes the following activities:

- Search on multiple fields
- Search on comment text strings
- Save searches with access for domain, group, or self
- Combine work orders from selected records in the search results

- Sort the data by a column in ascending or descending order
- Group columns up to four levels
- Highlight assets on map from selections in the search results list
- Display search results work schedule in a calendar
- Print current page, print work order, print preview
- Export data

Cityworks Server Logged in as: PW, PW

Home Requests Work Orders Inspections Permits & Rates Search Permits Inspections/Tasks View Reports Permit Admin Crew Mgmt

Search Query

Status: In Progress
Priority: High

Visible Fields in Search Results

City Type
Description
Status
Submit To
Proj Start Date
Proj Finish Date
Actual Start
Actual Finish
Shop
Map Page
Tie No
Address
Location
Entity Group
Category
Date Initiated
Legal Billable
Consequence Billable
Project
Account
Expense Type
Stage
Submit To Opened By
Requested By

Sort Field Descending

Cityworks Server AMS – Work Order Search

Cityworks Server Logged in as: PW, PW Logout

Home Requests Work Orders Inspections View Reports Managers Permit Admin Search Admin SCADA Contracts Projects Calendar

WFO Search Criteria Open Selected Columns Filter Map

Drag a column header here to group by that column:

WorkOrderId	Description	Priority	Status	Submit To	Proj Start Date	Proj Finish Date	Actual Start	Actual Finish	Initiated By	Date Initiated
1012	Repair Main	3	OPEN	BLACK, JACK T	9/23/2010 11:11 AM	9/25/2010 11:11 AM	9/23/2010 11:12 AM		PW, PW	9/23/2010 11:11 AM
1013	Inspect Hydrant	3	OPEN	BLACK, JACK T	1/27/2010 12:04 PM	1/27/2010 12:04 PM	1/27/2010 4:24 PM		BILLS, TERI	1/27/2010 12:04 PM
1014	Repair Main	1	OPEN	BLACK, JACK T	4/28/2009 4:17 PM	4/30/2009 4:17 PM	4/28/2009 4:24 PM		ADMIN, CITYWORKS	11/13/2008 1:50 PM
1015	Install Hydrant	3	OPEN	BLACK, JACK T	1/27/2010 10:50 AM	1/27/2010 10:50 AM			BILLS, TERI	1/27/2010 10:50 AM

Cityworks Server AMS – Work Order Search Results

Ad-hoc reports can be sorted and grouped by field and into multiple descriptive displays. For example, a report can group a set of work orders by description. These can be sub-grouped with additional variables; for example, supervisor and status.

Ad-hoc results can be exported to Microsoft Office products (Access, Excel, Word) or other products for further analysis or presentation.

A unique capability of Cityworks, search and reporting by geography can easily be performed using the fully integrated GIS interface. Search by feature, feature type, map page, tile numbers, or any other data element defined in the GIS. Reports can be associated to a specified geographic region or spatial data type. For example, a user may wish to understand labor costs associated to a specific region or within a specified boundary.

Cityworks is compatible with third-party ODBC compliant search and reporting tools such as Crystal Reports, and has the ability to access customized Crystal Reports from within Cityworks Server AMS. In addition, many Crystal reports have been shared by the Cityworks user community, and are available on www.mycityworks.com.

Predefined Reports

In addition to ad-hoc reports, Cityworks contains a number of predefined reports accessible through the Standalone application. These reports are as follows:

- Work order cost summary
- Materials
- Equipment
- Employee
- Graphs
- Geography Reports, which can be associated to a specified geographical region or spatial data type, indicating costing or other information.
- Budget report based on work order templates which include assets, estimated and actual costs, and resource utilization.

Cityworks Analytics add-on is a reporting package whereby users can create reports using any of the data stored in the Cityworks database. This can include KPI analysis, condition analysis, cost reports, and more. Analytics utilizes Microsoft Excel to produce reports.

7. External Interactions

~~An Application Programming Interface (API) allows creation of service requests or permits from a public-facing portal, or work orders from third-party applications. These are licensed separately and typically require configuration services.~~

Service Request API

~~This interface allows citizens to access an organization's website to enter request information online and push this information into the Cityworks database to create service requests. The API contains the building blocks for developing the service request site so the programming is consistent with the operating environment and Cityworks.~~

~~The Citizen Request Template is a sample Silverlight application that facilitates the submission of Cityworks Service Requests using the Request API (SOAP [Simple Object Access Protocol] web service). Licensed users of the Request API will have access to download the template and its source code to further customize. Organizations are free to deploy it on their corporate web site, or to use it as a guide to develop their own public~~

facing portal. The template and the source code are provided “as-is.” They do not carry maintenance or tech support

Metrics API

This interface supports work order creation based on “metrics” or equipment measurements and readings such as mileage, hours of operation, temperature, and gallons. Utilizing inherent Cityworks triggers, data values sent via the service can trigger both routine and emergency work orders.

The XML-based service, which supports requests generated in both .Net and Java environments, utilizes a business logic that analyzes data values for routine, threshold, or emergency work activities. The API application would be useful to any organization interested in increasing the ease and efficiency at which they collect external data to generate work orders on equipment and facilities.

Work Order API

This interface facilitates the creation of work orders from 3rd-party applications.

PLL Remote Access

This interface facilitates permit applications, fee collection, inspection requests, code enforcement complaints, and other customer interactions from an organization’s website

Document Management API

This interface facilitates the use of work orders with document management systems.

8. Employee Documentation

Cityworks stores a variety of employee information within the Cityworks database. This information includes: employee name, ID, login, title, active code, all pay rates (regular, overtime, overhead, etc.), group permissions, attachments, email, organization, image, skill set and certification information, user defined fields, and more.

The employee information can be extracted and viewed using Crystal Reports or similar reporting software.

9. Routing

Work orders created in Cityworks are represented on the ArcGIS map. These can give a visual representation that can be used by schedulers and field operations, as well as customer service management personnel.

In addition, third-party tools can be used to dynamically route work maintenance activities.

10. Customization and Modification

Cityworks has modifiable templates for work orders, service requests, and inspections, among others. Default coded values can be setup for many fields contained in the templates. Scripts can be setup for service requests. This is designed as a question/answer decision tree guiding the user through a set of predefined questions that can be asked of the customer per problem type.

Some Cityworks customization can be provided by Cityworks domain administrators (City employees) through COTS tools. This includes changing field labels, hiding fields, adding and removing valid field values for coded fields, and setting required field flags. In addition, custom fields may be defined by domain administrators. More advanced customization may require prior training.

Other functions that do not presently exist in Cityworks can be proposed through www.mycityworks.com Ideas.

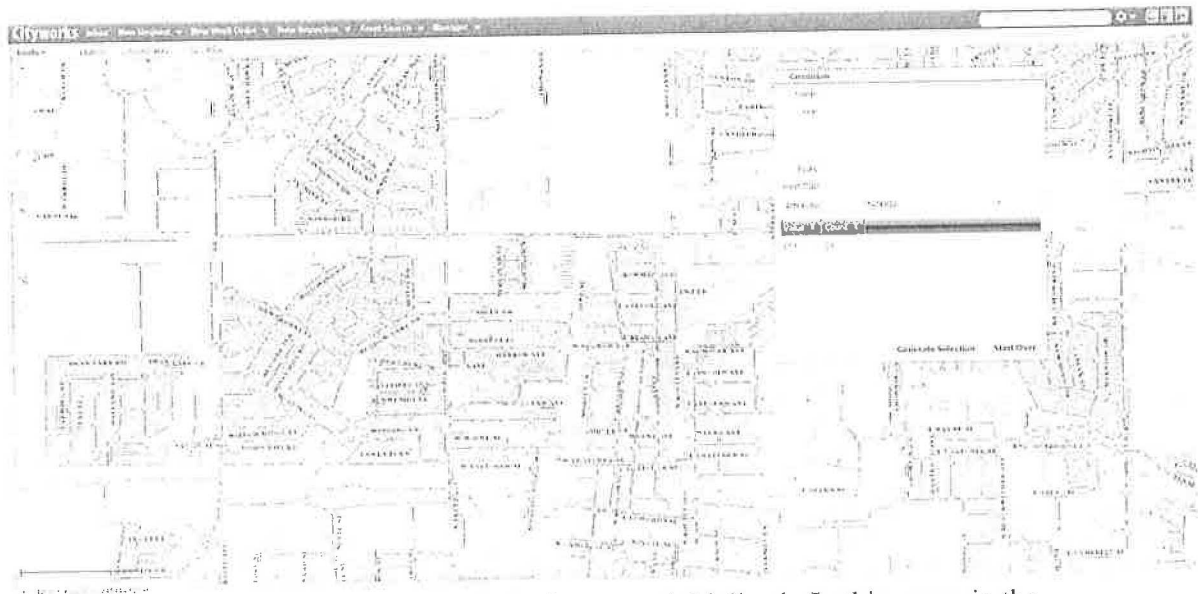
11. Advanced Asset Management

Condition Scoring

There are three components currently available in Cityworks 2012.1 to provide asset management review of work management activities. In addition, reporting and other core functionality can be used in combination to fully flush out the asset management toolset of Cityworks.

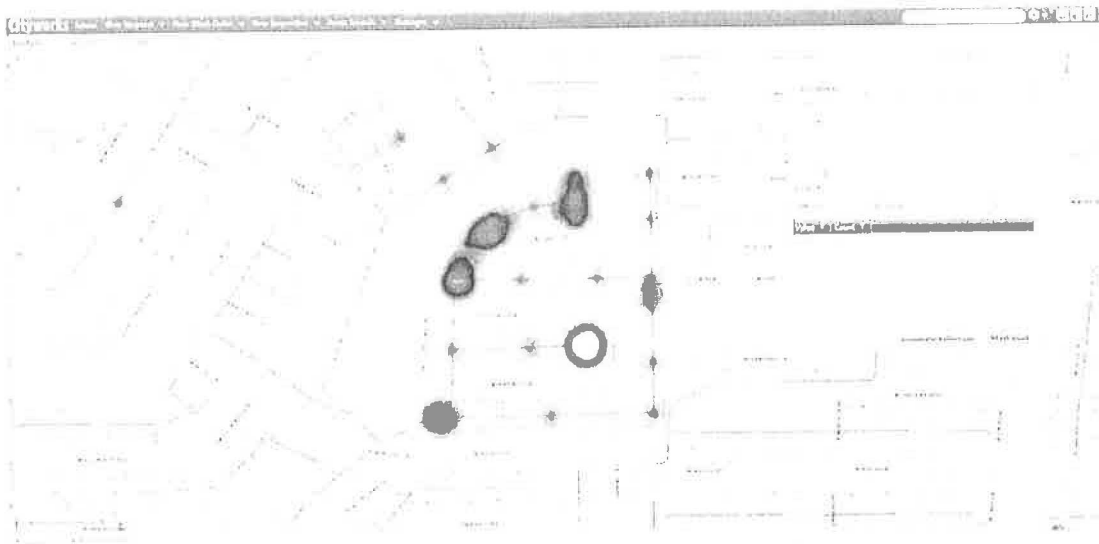
As mentioned in relation to the inspections, each custom inspection template has observations (criteria) with associated results. Each of the observations is assigned a weight and the corresponding results have a range of scores. As observations are populated with results a condition score is generated for an asset. This condition score is stored in the Cityworks database and has the option of being written in addition to an attribute field in the GIS. Providing this value to the GIS opens it up to be incorporated into other third party GIS-centric software applications.

The Condition Tool in the map interface provides a means of accessing and visualizing this information in a spatial view. This first image shows the results of running the Condition Score for all the sewer manholes in the area. When the Condition Tool is run, but the heat map is not initiated the center of each asset is color coded based off the corresponding condition score. Assets with a condition score between 0-33 are green, 33-66 are yellow and 66-100 are red. The graph on the pop up over the map is showing the distribution of the condition scores and the attribute field which can be selected from all available attribute fields for that feature class.



This image displays the same area with the heat map initialized. In this scenario the display is the density of condition scores between 0-100.

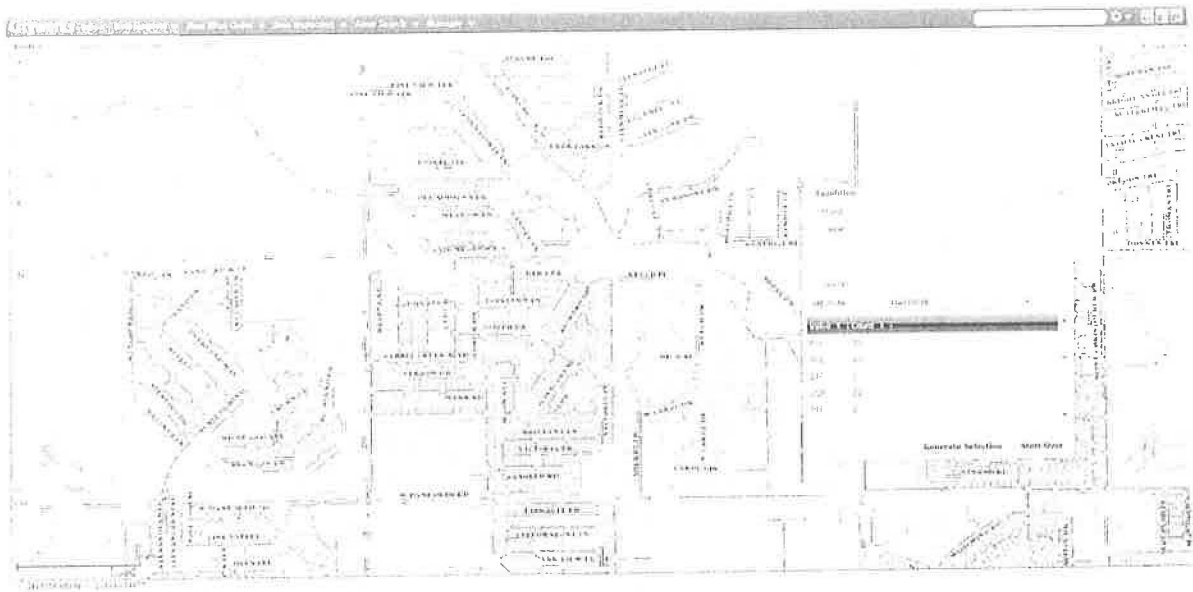
This following image is showing reduced selection set of those manholes with a condition score greater than 20. The resulting display shows are three manholes and they are all brick. From this point the manholes can be selected and scheduled for repairs.



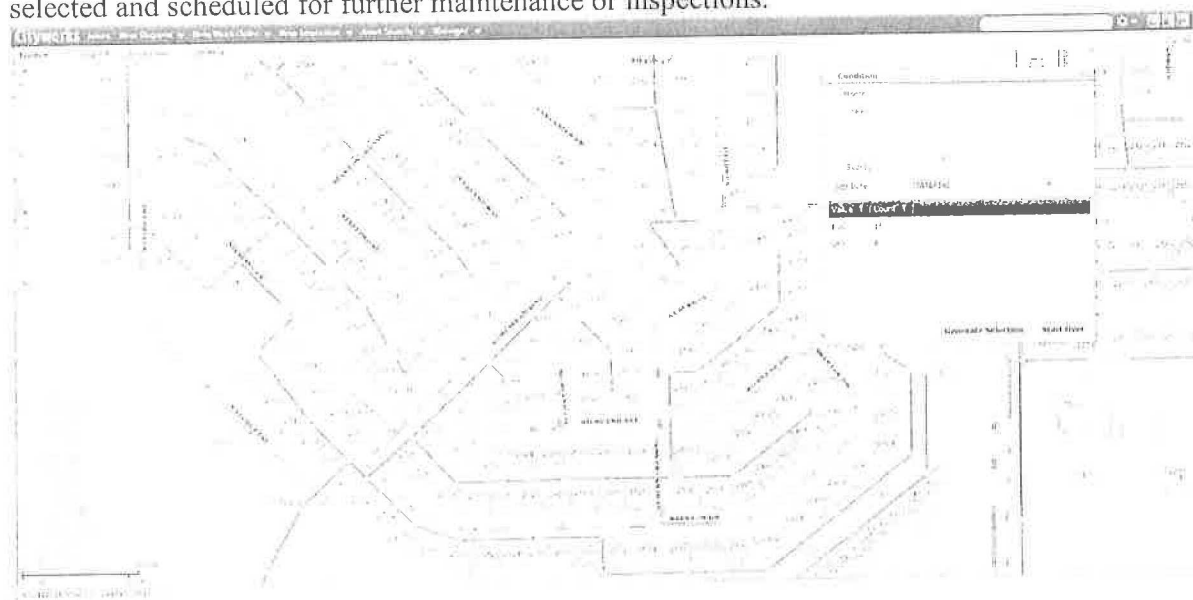
Maintenance Score

In parallel with the condition score generated from inspections, there is also a maintenance score generated from work activity. This maintenance score is unique to organizations and is associated with the work activities. Some organizations consider this value to be a representation of the amount of effort associated with maintaining an asset over its lifecycle, a representation of the cost of maintaining an asset over its lifecycle (more costly types of work have a large associated maintenance score) or an indicator of future failure of infrastructure (types of repairs associated to breakdowns that are indicators of future failure receive a larger score; regular maintenance receives a lower score). This score is a particularly helpful indicator for contained infrastructure that is not easily inspected, i.e. pressurized water mains.

The image below shows the maintenance scores for the sewer gravity mains in this area with the additional detail of the material for the associated pipes.

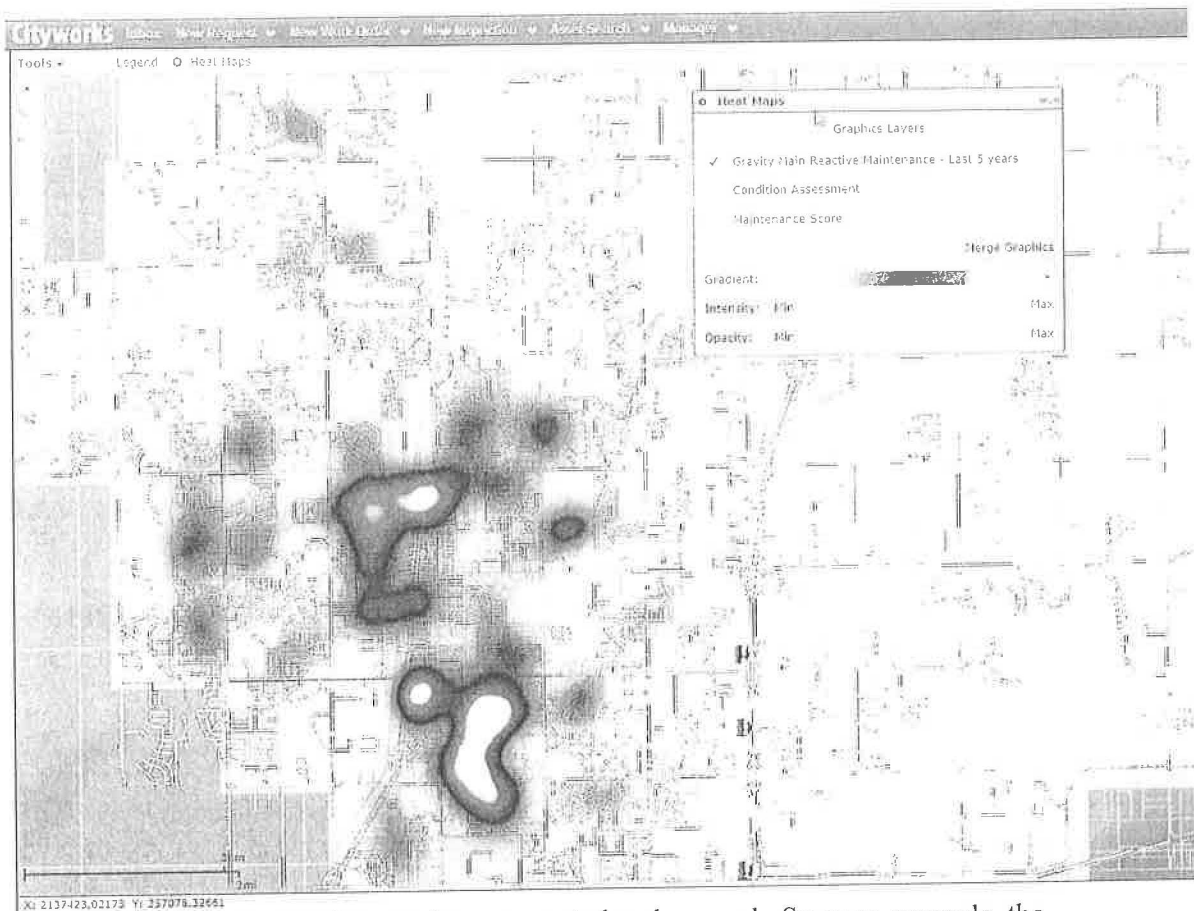


The image below shows the filtered selection of mains with a higher maintenance score in addition to their associated materials. From this point the gravity mains can be selected and scheduled for further maintenance or inspections.



Heat Map Manager

The Heat Map Manager allows users to generate a density heat map based off of saved searches, event layers, selected asset searches, etc. In the image below the heat map is a representation of the reactive sewer main repairs in the last five years. This allows a user to quickly identify areas where there is a large density/clustering of activity. Through the GIS and further investigation they would also be able to investigate further and determine underlying issues that could be responsible for the clustering.



In addition, multiple searches can be represented and merged. So as an example, the same heat map above could be overlapped with another heat map of resident complaints related to the collection system. These heat maps could be combined and used to prioritize future repairs and preventive maintenance plan development.

GIS Functions

The inventory of capital assets and infrastructure is maintained in the GIS geodatabase. By using the GIS tools available in Esri's ArcGIS, users have at their disposal complete and comprehensive asset data creation, editing, management, and analysis tools.

Some of these functions include the following:

- User definable assets (features)
- User definable attribute fields (feature attributes)
- Asset inventory directly linked to work management functions
- Assets managed within a visual hierarchy
- Assets directly linked to electronic documents
- Assets used in capital budgeting, planning, and rehabilitation

3. Inventory

Cityworks Storeroom is an add-on desktop application designed to track incoming and outgoing materials from multiple storage areas, including work vehicles, as well as manage stock, material cost, suppliers, and requisitions.

Storeroom operates in conjunction with work orders created in Cityworks. When materials are added to a work order, issue transactions are written to Storeroom to adjust the stock on hand. If materials are removed from the work order or the work order is cancelled, receive transactions are recorded in Storeroom to return unused materials. Materials can be issued to work orders through the Cityworks Server AMS or Desktop/Anywhere interfaces, or through the Storeroom interface.

Cityworks Storeroom Management System

Materials Tree Domain: WSD

Material ID: 11NCH Part Number:
 Keyword:
 Description: 1" rock
 Details: 1" rock Image:
 Primary Supplier: Vale
 Manufacturer: ☒ Viewable in Server Min Qty: 1
 Audit Interval: ANN
 Unit Cost: 5.95
 Unit of Measure: T
 Cost Type: ☒ Weighted Avg. ☐ FIFO ☐ Current ☐ LIFO
 Storerooms:

Storeroom	Stock	Location
DT1	10	
ET1	0	
MAIN	60	
PT1	0	

 Total Stock: 70

Cityworks Storeroom – Materials Window

Storeroom functions include but are not limited to the following:

- Materials can be defined with a description, location, part number, supplier, manufacturer, stock quantity, unit cost, reorder quantity, user-defined fields, etc.
- Requisitions can be created for individual materials or from a search on the reorder quantity threshold.
- Transfers can be tracked for materials moved from storeroom to storeroom. For example, materials can be transferred from a main storeroom to another storeroom, main storeroom to vehicle storeroom, vehicle storeroom to vehicle storeroom, etc.

- Receive transactions track the materials coming into the storeroom from a supplier or from a work order return.
- Issue transactions track materials issued to an account, employee, or work order.
- Audit transactions record adjustments made to material quantities and costs. All materials tracked in Storeroom can be accounted for with an Audit.
- Supplier functions track key information about suppliers.
- Material cost types include LIFO, FIFO, Weighted Average, or Current.
- A secure environment allows the Storeroom stock to be managed by a Storeroom administrator. All materials transactions are recorded, whether entered from Storeroom or from a work order, to account for all materials and material costs.
- Reports functionality allows searching on any materials transactions.

Cityworks Storeroom—Issue Window

12. Third-Party Applications

To facilitate the sharing of data, optional Cityworks interfaces have been created to work in conjunction with third-party systems. These specialized Cityworks add-ons are licensed separately:

CCTV Interface for PACP

This interface links directly to PACP (Pipeline Assessment and Certification Program) compliant closed-circuit television (CCTV) inspection systems. The interface is a

bidirectional-application-allowing-users-to-pass-data-between-the-Cityworks-database-to-a-PACP-database-and-back-again:

Pavement-Management-Interface

This-Interface-is-designed-for-organizations-that-use-MicroPAVER, the U.S. Army Construction-Engineering-Research-Laboratories (USACERL) program-for-pavement management. Cityworks-provides-the-work-management-system-and-access-to-the-geodatabase-for-PAVER-through-the-interface. This-interface-currently-supports-MicroPAVER 5.3.7, 6.1.2, and 6.5.1.

Alternatively, Cityworks-Strategic-Development-Partners-are software-companies-that-deliver-software-that-works-with-Cityworks, focusing-on-AVL, CCTV, Community Engagement, Construction-Design, Utility-Location, Pavement-Modeling, Water Modeling, Mobile-Computing, GIS-Design, and-others. Many-our-strategic-development-partners-belong-to-National-Association-of-GIS-Centrie-Solutions (www.nages.org)

Our-numerous-Cityworks-partners-have-built-with-us-a-number-of-exciting-integrations-and-products-for-a-large-number-of-elients, including:

Pavement-Management—MicroPAVER
 CCTV—Flexidata, CUES, WinCan, Cobra-Technologies, I.T.pipes
 Modeling—MWH-Soft, Riva-Online
 Financial—HTE, JD-Edwards, PeopleSoft, Great-Plains, SAP, Harris, Oracle, Lawson,
 Banner, Microsoft-Dynamics, Cogsdale, Munis, Peachtree, eGov
 Mobile/field—iWater, Go! Syne,
 311—CitySoureed, SeeClickFix, Motorola
 Customer-Information-System-(CIS)—Harris, HTE
 Utility-Locating—Dig-Smart
 Document-Management—OnBase
 Construction-Design—AreFM
 Emergency-Operations—WebEOC
 SCADA—Wonderware, Siemens
 Call-Center—Motorola-CRM, GovQA
 AVL—CompassCom
 Fuel—Petrovend, GasBoy
 Dashboard—OnPoint, SharePoint

13. Land, Licensing and Permitting Capabilities

Cityworks-Server-PLL-streamlines-and-automates-permit, licensing, and-land management-proeesses-while-working-in-conjunction-with-Cityworks-Server-AMS-and-Esri-GIS. This-allows-you-to-view-permit, license-and-land-data-in-the-same-application-as work-orders, service-requests, and-GIS-asset-data. PLL-and-AMS-items-can-also-be-linked-together, which-allows-organizations-to-capitalize-on-the-functionality-of-both-systems.

Cityworks-Server-PLL-allows-ageneies-to-track-GIS-features, permits, planning-and-development, engineering-proeesses, business-and-regulatory-proeesses, and-code-enforcement-eases-from inception-to-completion. GIS-features-may-include-pareels, street-segments, intersections, addresses, or-any-other-defined-GIS-feature-classes.

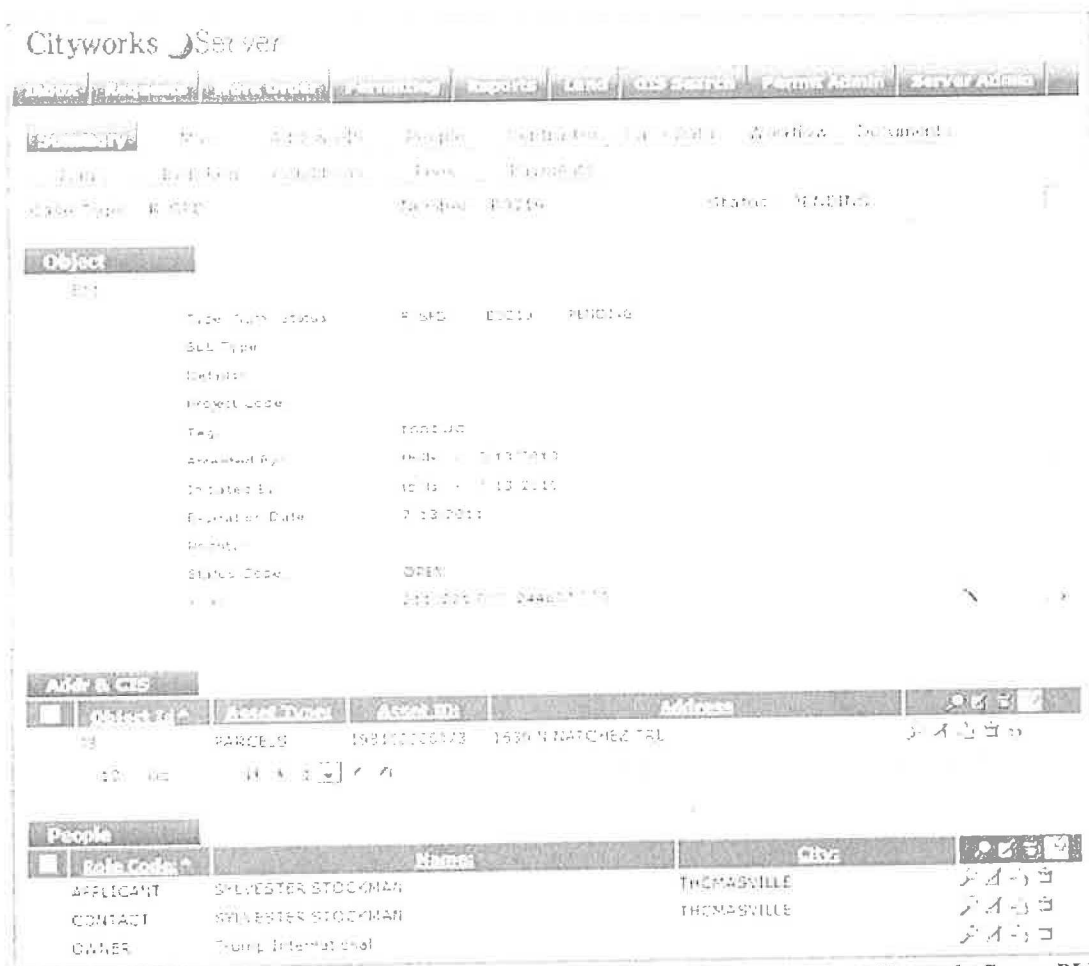
Most permits and applications span an array of public departments, including building, planning, and engineering. Cityworks Server PLL enables agencies to share and access pertinent information easily and efficiently, streamlining the application and review process across departments, and delivering substantially higher levels of customer service for contractors and citizens.

Cityworks Server PLL tracks all addresses, personnel, conditions, tasks, inspections, corrections, fees and payments for any given permit types, which can include:

- Building
- Electrical
- Mechanical
- Plumbing
- Demolition
- Right-of-way
- Utility Cut
- Fire and Zoning

Cityworks Server PLL streamlines and automates work processes including:

- Application routing
- Plan review
- Fee calculations and collection
- Licensing renewals
- Workflow and tasks
- Inspections
- Management signoff and tracking
- Reporting



Cityworks-Server-PLL

Permit, License, Case Management

Cityworks-PLL gives jurisdictions direct control over their business processes. The system is customizable to reflect each organization's needs. The basic structure of Cityworks-Server is highly adaptable. The installation process takes the basic PLL package and molds it to meet the unique structure and needs of the user's organization. It can be configured to allow access by multiple departments within an organization, such as the legal department, to allow coordination on Code Enforcement cases; or Public Utilities, to allow cooperation in the construction of water and sewer lines in new subdivisions.

Customized templates help manage the required data for a specific process. As many or as few templates as necessary can be designed to streamline the development process. Basic functional forms are available which can be adapted to serve the city's needs.

Cases track transactional data required for community development and regulation processes, and can be configured to provide more flexible business management. Users, departments, and divisions can be notified when their task in the workflow is ready to

begin. Cases are managed by a simple container. That container's basic functionality remains the same across the board; however, different containers may be configured in different ways to manage different processes.

Users, departments, and divisions can be notified when their task in the workflow is ready to begin. A Workflow Diagram gives the user a visual representation of the Project as well as allowing the user to assign and update Project Tasks, control the order in which Tasks are completed, Flag a project for Violations, Stop Work until Fees are paid or Inspections are completed, etc.

For example, if a residential building permit needs the Inspection Request form and the Final Subdivision Plat doesn't, their templates are set up accordingly. Likewise, Code Enforcement cases need the Violations form; Pre-Development Concept Plans don't. Each template is assigned *only* those forms relative to that process. City departments can set up as many templates as they need in order to manage all their processes.

Cityworks Server PLL uses a series of basic entry forms assigned to a template, managing the data of a specific process such as permits, cases and licenses. Basic entry forms include the following:

Address/GIS	Inspection Request	Payment
Conditions	Instrument	Personnel
Contractor	Licenses	Related Documents
Data Groups	Main	Violations
Fees	Notes	Workflow
Flags	Payer	

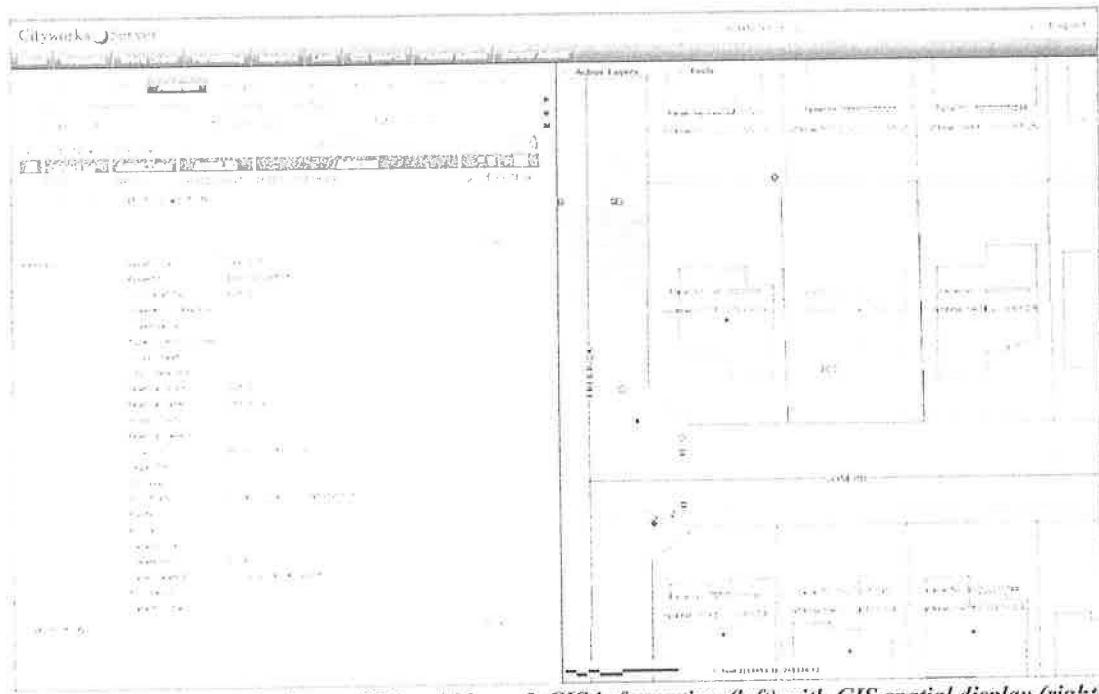
Each template is assigned default data that supports the specific permit or case type. Default data consists of:

- Workflows
- Case Data Groups
- Fees
- Flags
- Conditions
- People Roles

Address and GIS

Cityworks Server PLL is completely integrated with Esri GIS, relying on the SDE Geodatabase as the source for all land-related items on a given parcel. The Parcel feature class is one of the primary feature classes utilized by Cityworks Server PLL to track planning, permitting and case activities. However, any GIS feature can be attached to a permit or case.

Default items such as Address, Parcel ID, and x,y-points are imported into the permit. The on-demand information from the map is easily viewable and searchable from within the application. The system supports full querying of the SDE geodatabase through a published geodata service in the ArcGIS Server.



Cityworks Server-PLL—Address & GIS information (left) with GIS spatial display (right)

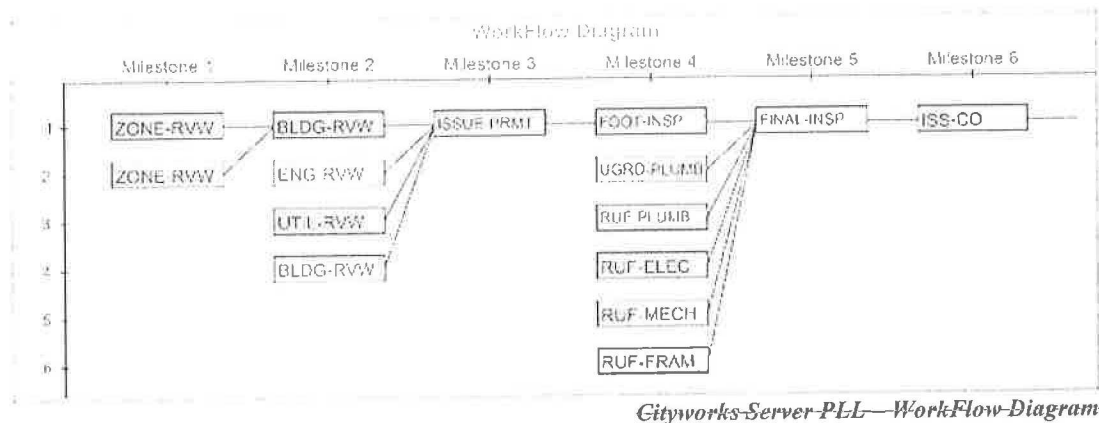
GIS in Cityworks Server-PLL:

- The GIS Centric approach to Cityworks-PLL reduces the amount of land data duplication common across city departments.
- The GIS is the source for Cityworks-PLL land data. Users identify any asset and view information on parcel, zoning, surrounding areas, etc. so long as that layer is available in the GIS.
- All permits and easements associated with features or X,Y-points can be queried and displayed on the map.
- Combining Cityworks-PLL items spatially with the detail of the GIS results in spatial reports that quickly provide the information city's need for decision making.

Workflows

Tasks are necessary steps required to close out a permit or case, and consist of Review, Inspection, and Hearing. The Cityworks Server-PLL Workflow Engine is used to view, add, organize, and update tasks for a permit or case. Milestones indicate the progression of the permit or case through plan reviews, issuance, inspections, meetings, hearings, etc.

Workflows are assigned to templates by default; however, users can edit the workflow by adding or deleting tasks for each permit or case as needed.



The results of each task determine what occurs next in the workflow, such as:

- Close the Permit or Case
- Update the Status of the Permit or Case
- Redirect the workflow by Inserting new task or group of tasks
- Open the next milestone and make all tasks available

Other task functionality includes:

- Notification emails sent when task become available.
- Inbox setup for tasks
- Tasks act as inspections:
 - These can be scheduled, canceled, rescheduled and reassigned.
 - Corrections can be defined for “sub-inspection” or “sub-tasks” check off lists, inspection steps, etc.
- The Task Manager allows a user to quickly update all tasks assigned to him or her across multiple permits in one convenient place.
- Tasks act as Hearings:
 - These can be scheduled, cancelled and rescheduled.
 - Can be automatically scheduled if the hearing schedule is maintained in Cityworks.
- Fields are available to store comments, time accounting, and corrections.

Licenses

Cityworks Server PLL tracks new licenses, renewals, fees, follow-up inspections, and related processes. A typical Business License in Cityworks Server PLL uses the same functions as other items in the system with the exception that it is “flagged” as a business license.

Cityworks Server PLL can handle licensing for various business and professional trade activities, which can include:

- Business licensing
- Trade licensing
- Health Permits

- Fire permits
- Parking Permits

License functionality:

- Business Licenses can have “Sub-licenses” that expire on the same date as the primary business license:
 - The sub-licenses have associated fees that are added and removed with the sub license.
- Licenses can expire on a given date, on a rolling year basis, or on a specific month or day.
- User have control over the license status change to renewal or the system can do it automatically.
- Historic licenses and year-to-year renewals for a given business are stored in the audit log.

Data Groups

Case Data Groups are customized forms used to collect and store data relevant to a permit or case. Groups are defined and then fields are added to these groups. Several data types are supported including: Number, Date, Text Box, Comment Box, Yes/No, List of Values, Predefined Value.

Inspections

Inspections in Cityworks Server PLL are handled as tasks and can be scheduled, canceled, rescheduled and reassigned. Sub-inspections are handled as task Corrections defining inspection steps or check-off lists.

Cityworks supports a variety of inspections related to the issuance of permits or code compliance:

- Permits issued by the City, such as:
 - Building permit
 - Street cut permit
 - Food establishment inspections related to a fire operational permit
 - Construction and post construction site inspections
- Code compliance inspections unrelated to current permits, such as:
 - Housing code violations
 - Tall weeds
- Recurring Inspections such as those related to businesses or food establishments

Cityworks Server Logged in as: BILLS, TERI

[Inbox](#) [Inbox](#) [Request](#) [Work Order](#) [GIS Search](#) [Permitting](#) [Land](#) [Reports](#) [Permit Admin](#)

Task

☐ All ☐ Yes ☐ No ☐ All ☐ Yes ☐ No ☐ All

Description	Result	Available	Target End	Completed	M	
<input type="checkbox"/> Zoning Verification (Colonie)		4/12/2010	04/19/10 12:44PM	1-2		
<input type="checkbox"/> Foundation Inspection		8/11/2010	08/12/10 03:57PM	1-2		
<input type="checkbox"/> Location Review		4/12/2010	04/22/10 12:44PM	1-3		
<input type="checkbox"/> Latham Water Plan Review				2-3		
<input type="checkbox"/> Pure Water Plan Review				2-3		
<input type="checkbox"/> Storm Water Plan Review				2-3		
<input type="checkbox"/> Engineering Plan Review				2-3		
<input type="checkbox"/> Building Plan Review				2-3		
<input type="checkbox"/> Issue Permit (Colonie)				3-4		

20 Go

Rel Docs

10 Go

Flags

Flag	Plan Description	Severity	Date Added	Date Completed	Complete
<input type="checkbox"/> BNOINSPECT	HOLD INSPECTIONS/NO FURTHER INSPECTIONS	INSPECTION	9/9/2010		
<input type="checkbox"/> BNOPAYMENT	NO PAYMENT HAS BEEN MADE	CASE STOP	9/9/2010		
<input type="checkbox"/> PWNP	WORK HAVING BEEN DONE WITHOUT A PERMIT	CASE STOP	9/9/2010		

10 Go

Cityworks Server PLL—Task-example

Cityworks Server Logged in as: BILLS, TERI

[Inbox](#) [Inbox](#) [Request](#) [Work Order](#) [GIS Search](#) [Permitting](#) [Land](#) [Reports](#) [Permit Admin](#)

User: tbills

Filter:

Use following information to save data.

User: tbills

COM-BLDG - C-NEWBLDG | B0109 | [LND-11515: 1737 N GEETA RD]

FOOT-INSP / Footing Inspection [Target End Date: 1/8/2010]

Assigned To:

Result Code:

Comment:

Time Accounting Code:

Time Spent:

Date Time Spent:

Comment:

Cityworks Server PLL—Inspection-Task

Fees

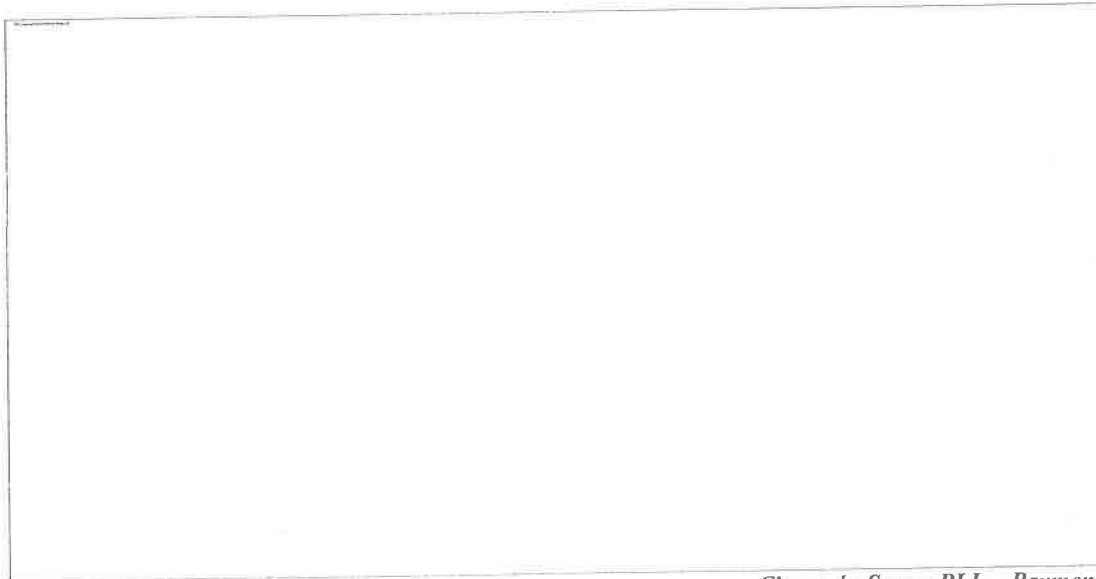
The Cityworks Server PLL Fee Engine can be used to calculate even the most complex fee structures and can include:

- Flat Fees
- Incremental Fees
- Variable Fees
- Linear Fees
- Percentage Fees
- Minimum Fees

Each Fee Code is assigned a type and then calculated as defined by the user and assigned to a template by default. Data in Case Data fields can be linked to the fee code for use in the calculation. Fee codes can include account numbers, be overwritten by those with proper permission, be waived, and be assigned an effective date for the fee schedule.

Payment

Cityworks has a built-in cashiering tool designed to manage financial transactions and the exchange of money. Cityworks does not store the personal information (such as credit cards, account numbers, etc.) of individuals paying fees. Cityworks stores the fact a payment has been made. Running of credit cards, etc, was be handled outside the system.



Cityworks Server PLL—Payment

Flags

Flags act as messages that scroll across the top of a permit as soon as it opens. They can also restrict the permit from being updated until the flag is completed. This means no one can schedule inspections, update tasks, and take a payments, etc. until the flag is completed.

Contractors

Cityworks stores and maintains the information of contractors who do business with the city. Local Contractor Registrations or Licenses can be tracked using of the Business Licensing Case Type and Contractor Accounts.

Out-of-the-box, Contractor fields are available for:

- Contractor Type
- State license number and expiration date
- Contact information
- Liability Insurance and Expiration dates

Conditions

Conditions are similar to Flags; however, they are meant to track additional requirements as part of the case permit. A restriction can be put on the case if Conditions are not met. For example, the permit cannot be issued until conditions are met, or a planning commission may approve an action item with Conditions.

Conditions work outside of the workflow. While the workflow is typically used to track the task and work load of city employees, Conditions are often used to track extra tasks the applicant must complete in order to satisfy city concerns, wants, etc.

Additional highlights:

- Conditions can be associated to tasks in the workflow.
- Conditions can restrict Case Status changes to control Phases of a project.
- Conditions A, B must be completed prior to issuing a permit.
- Conditions C, D must be complete prior to closing a permit.

Instruments

Financial instruments used for development and construction projects can be tracked as part of a case. This can include Bonds, Line of Credit, etc. The release of moneys based on percentage complete or a fixed value for a project can be tracked and deducted from the total financial amount.

Related Documents

Any file type can be uploaded to the system. Documents can be stored in the database or at a network location on the local server. Cityworks Server PLL supports the Sire Document Management System.

Notes

Notes can be added to each permit. A predefined “pick list” of notes is provided for easy reference and data entry.

People

People on each permit or case are stored by roles defined by the user. This can include Applicant, Contact, Business Owner, Engineer, etc.

Violations

Cityworks tracks violation types and municipal code excerpts for each violation.

Searches and Reporting

Cityworks Server PLL includes extensive search capabilities in order to look up histories, records, and other items:

- Ad-hoc searches
- Practically every field and multiple fields
- Results can be exported to Excel
- Saved searches can be configured for Event Layers and Inbox
- Users can search by GIS as well, and view any permits attached to assets.

Cityworks Server PLL—Default Search and Search Menu

Detailed reporting in Cityworks Server PLL utilizes Crystal Reports:

- Reports are uploaded to the system for immediate access.
- Crystal Reports can be defined for each template to easily facilitate printing documents associated with each permit or case.

Security

The system controls users access to various functions via security roles. Users are added to security roles to give them access to the system. System security controls can restrict the user's ability to add, delete, view, or edit items from all forms described earlier. In addition, Cityworks Server AMS shares the same database and GUI with Cityworks PLL. Therefore, security roles can be set up within the application to grant permissions or restrict access across the system.

Security can define Administrator privileges on the security roles, can limit who can create specific permits types, and who can update certain tasks.

14. System Architecture and Hardware Requirements

Cityworks Server AMS is created and designed using VB.NET, Javascript, and C# programming languages as well as Cascading Style Sheets (CSS) and HyperText Markup Language (HTML).

Cityworks 2012.1 Specifications

(Updated October 2012)

Cityworks Specifications for a PC (Intel®) Client:

- | | |
|---|---|
| Desktop/Anywhere
Client
with ArcGIS® | <ul style="list-style-type: none"> • 2.0 GHz Intel Core® processor (or better) • 4GB RAM • Fast disk (7200) >40 GB of storage • 100-Mbit NIC • Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit) • Keyboard, mouse, CD • 17" high-resolution color monitor, 1024 x 768 • Microsoft Office® 2007 or 2010 • .NET Framework 4.0 or higher |
|---|---|

Cityworks Desktop Specifications for a PC (Intel®) Client without GIS:

- | | |
|------------------------------|--|
| Client
Standalone | <ul style="list-style-type: none"> • 1.0 GHz Intel Pentium® processor (or better) • 2GB RAM (or better) • Fast disk (7200-rpm) >40 GB of storage • 100-Mbit NIC • Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit) • Keyboard, mouse, CD • 17" high-resolution color monitor, 1024 x 768 • Microsoft Office® 2007 or 2010 • .NET Framework 4.0 or higher |
|------------------------------|--|

- | | |
|---------------------------------------|--|
| Cityworks
Database Server* | <h4>Specifications for a Database (Intel®) Server:</h4> <ul style="list-style-type: none"> • Windows 2003 sp2, 2008, or 2008 Server R2 or R2 sp1 (64-bit) • 32GB RAM (or better) • Intel Xeon® 8-core (2-chip) X5677 3.46 GHz (or better) • 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives • Gigabit NIC • Keyboard, mouse, CD • 17" high-resolution color monitor, 1024 x 768 |
|---------------------------------------|--|

Cityworks Server AMS or PLL <i>Client</i>	Specifications for a PC (Intel®) Client: <ul style="list-style-type: none"> • 2.0 GHz Intel Core® processor (or better) • 2GB RAM (or better) • Fast disk (7200 rpm) >40 GB of storage • 100 Mbit NIC • Windows 7 Professional® (32/64 bit) or Windows XP Professional® sp3 (32-bit) • Keyboard, mouse, CD • 17" high-resolution color monitor, 1024 x 768 • Firefox 16 or Internet Explorer 9 • Silverlight 5
Cityworks Server AMS or PLL <i>(~40 users)</i>	Specifications for a Application (Intel®) Server: <ul style="list-style-type: none"> • Windows 2008 Server R2 or R2 sp1 (64-bit) • 12GB RAM (or better) • Intel Xeon® 4 core (1 chip) X5677 3.46 GHz (or better) • 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives • Gigabit NIC • Keyboard, mouse, CD • 17" high-resolution color monitor, 1024 x 768 • .NET Framework 3.5—needed by the Server AMS/PLL installer • .NET Framework 4.0—needed for the Server AMS/PLL application
Cityworks Server AMS or PLL <i>(~80 users)</i>	Specifications for a Application (Intel®) Server: <ul style="list-style-type: none"> • Windows 2008 Server R2 or R2 sp1 (64-bit), IIS 7.5 • 24GB RAM (or better) • Intel Xeon® 8 core (2 chip) X5677 3.46 GHz (or better) • 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives • Gigabit NIC • Keyboard, mouse, CD • 17" high-resolution color monitor, 1024 x 768 • .NET Framework 3.5—needed by the Server AMS/PLL installer • .NET Framework 4.0—needed for the Server AMS/PLL application
Supported RDBMS and Esri Platforms	Cityworks Desktop 2012.1 <ul style="list-style-type: none"> • ArcGIS Desktop 10.0 SP5 or 10.1 • Oracle 10g R2 • Oracle 11g R1 • Oracle 11g R2 • SQL Server 2005

- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)

Cityworks Anywhere 2012.1

- ArcGIS ArcEngine 10.0 SP5 or 10.1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10GB limit)

Cityworks Server AMS/PLL 2012.1—Enterprise

- ArcGIS Server 10.0 SP5 or 10.1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2

Cityworks Server AMS/PLL 2012.1—Workgroup

- ArcGIS Server 10.0 SP5 or 10.1
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)

** Database server assumes a machine hosting the organization's SDE geodatabase (supporting both editors and viewers), and Cityworks database (supporting users of Desktop/Anywhere, Server AMS/PLL). Please contact Azteca Systems with any questions.*

** Feature Access via a map service requires the GIS data to be stored in an ArcSDE geodatabase, a file geodatabase is not sufficient here. Additionally, to learn more about how Server AMS/PLL provides comprehensive access to the geodatabase, contact Azteca Systems.*

CITYWORKS® SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (“Agreement”) is made by and between Azteca Systems, LLC (“Azteca Systems” or “Azteca”) a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and **City of Brea, California**, (hereinafter referred to as “Licensee” or “Customer”), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the “Effective Date”).

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party’s original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee’s employees; (ii) Licensee’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software’s public web portal (if applicable). Other than limited use of the Products through the software’s web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Customer Content" means the data provided or inputted by or on behalf of Licensee, or made accessible by Customer to Azteca, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee’s internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee’s internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee’s clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of

the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
- m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
- p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
- q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
- r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- s. "Preview" means any alpha, beta, or prerelease Product.
- t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.
- u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
- v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
- x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal,

nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 6. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1 – Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 10.10 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 **Delivery.** Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
 1. Install, access, and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 4. Move the Software in the licensed configuration to a replacement server; and
 5. Governmental or not-for-profit organization that operate a website or offer internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.

b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 **Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 **Limited-Use Programs.**

a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. **Educational Programs.** Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. **Other Azteca Systems Emergency or Limited-Use Programs.** If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 **Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online

- and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;
- l. Incorporate any portion of the Software into a product or service that competes with the Software;
- m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions.** The following are supplemental definitions provided in Article 1.

- a. “Azteca Managed Cloud Services” means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
- b. “Hosting” means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

- a. **General Terms.** Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Azteca acknowledges that members of the public will access the Software and/or Online Services through Customer's web portal. Such access may include such members' provision of personal information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee for Convenience.** 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, or for convenience, Licensee may terminate subsequent Term Maintenance Periods by giving Azteca Systems at least thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term. If terminated prior to current term, no refund is provided unless termination is made prior to the first 90 days of the initial term period.

6.4. Termination by Azteca Systems. Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. If this Agreement is terminated per section 6.3 or 6.4, 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. Upon termination, Azteca Systems will no longer provide updates, patches, or support. 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.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties. Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.

7.3 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and <https://mycityworks.force.com>. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

7.5 If Licensee utilizes data fields available in the Licensed Products to store data not required for the normal use and operation of our Licensed Products and Software for their intended purpose, Licensee agrees (i) that Azteca Systems is not responsible for compliance with laws, rules and regulations specific to such Data (eg. HIPAA or PCI Rules); and (ii) Licensee assumes all risks associated with, related to, or arising from Licensee's use of data fields to store such data.

7.6 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's or Azteca's infringement, Licensee's misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 Applicability of Disclaimers and Limitations. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights

under law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 Definitions. The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnites" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 Infringement Indemnity.

- a. Azteca Systems will defend, hold all indemnites harmless from and against any Loss arising out of an Infringement Claim.
- b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

9.3 General Indemnity. Azteca Systems will defend and hold all Indemnites harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnites to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

9.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

9.5 This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.

ARTICLE 10—GENERAL PROVISIONS

10.1 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 Taxes and Fees, Shipping Charges. License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or

tariffs, and shipping and handling charges.

10.3 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 Survival of Terms. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement. Venue for any legal action arising out of this Agreement shall be the County of Orange, California.
- **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 Dispute Resolution. The parties will use the following dispute resolution process:

- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Litigation.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, if the parties are unable to resolve any dispute through negotiation, then the governing law shall be as set forth in section 10.8.

10.10 Maintenance. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 Audit. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event. The party asserting force majeure shall notify the other party within fifteen (15) calendar days of such event.

10.15 Independent Contractor. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 Entire Agreement. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1. Customer shall not be bound by any "click-through" agreements or any other online terms required to be agreed to in order to utilize the Products, Software, or Online Services.

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

AZTECA SYSTEMS, LLC

DocuSigned by:

By:

George Mastakas

5DA74A419CA046C...

Name: George Mastakas

Title: Vice President

Date: 4/5/2023

CITY OF BREA, CA – (LICENSEE)

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM #1**PRODUCT LICENSING****1. Licensed Software:**

Workgroup Server AMS 20 Named Logins for:
Office

--Includes the following Add-ons:

Use of all Cityworks AMS APIs with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this 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:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Brea 1 Civic Center Cir Brea, CA 92821
	Attn: Michael Ho
	E-mail: michaelh@ci.brea.ca.us
	Phone: 714.990.7691

3. Effective Date of Software (Date Software made available)

MM/DD/YYYY

07/01/2022

4. Schedule of Payments and/or Fees under Agreement

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	07/01/2022 – 05/14/2023	\$9,625.00
Period 2	05/15/2023 – 05/14/2024	\$11,000.00

*Period 1 reflects a pro-rated shortened period to cover period from 07/01/2022 – 05/14/2023.

5. Additional Items (If Any):

- a. If Licensee is receiving an Online product, the following apply:
 - i. **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.
 - ii. **CWOL** 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.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC (“Azteca Systems” or “Azteca”). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement, and which is incorporated by reference.

- 1. MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed 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 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 licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. 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 Addendum:

- a. Support for applying or installing upgrades and service packs (except for Online Products);
- 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 licensed software;
- 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 licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
- f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed 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 3 below.

1.5. Technical support provided pursuant these maintenance provisions 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.

1.6. **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.

1.7. **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>.

1.8. **Additional Support Items.**

- 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 in Addendum #1 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 or maintenance fees have been paid.
- c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

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 four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's 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 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 four (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 outlined 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. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/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 the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) 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. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **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. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **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. MANAGED CLOUD AND ONLINE SERVICES

4.1. **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;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;

- 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.

4.2. **Service Levels.** Notwithstanding Section 4.3, below, Azteca guarantees that minimum uptime availability of the Online Services to Customer shall be no less than 99% for each quarter, where 100% equals the maximum available uptime, not including scheduled maintenance or force majeure events.

4.3. **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.

4.4. **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.

Notwithstanding the foregoing, Azteca is provided a limited license to access Customer Content for the sole and exclusive purpose of providing the Online Services, including a license to collect, process, store, generate, and display Customer Content only to the extent necessary in the providing of the Online Services.

- 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 interoperability between the application, Cloud Services, and Customer Content. Any and all cloud based storage shall comply with ISO/IEC 27001 - 27018, as applicable. All such storage shall be conducted within the continental United States.
- 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.
 3. After complying with (1) or (2), Azteca Systems will destroy any copies or otherwise remaining Customer Content and shall certify the same to Customer in writing within five (5) calendar days from the date of termination of the Online Services.

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

4.5. **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.

4.6. **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.

4.7. **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.

4.8. **Security Breach Notification.** Azteca Systems will promptly notify Customer if Azteca Systems becomes aware of any actual unauthorized disclosure, access, or use of Customer Data ("Security Breach"). The notification will be sent using the contact information on file with Azteca Systems at the time of the Security Breach and will include information related to the cause of the Security Breach (if known) and steps Azteca Systems has or will take to mitigate the risk of a similar Security Breach from occurring in the future. To the extent that the Security Breach was caused by any act or omission of Azteca Systems, Azteca Systems agrees to reasonably cooperate with Customer in investigating the Security Breach and provide information and documents reasonably requested by Customer to the extent such information and documents can aid Customer in investigating the Security Breach. If the Security Breach was not caused by an act or omission of Azteca Systems, Customer may request reasonable assistance from Azteca Systems subject to the availability of Azteca Systems' resources and at Azteca Systems' standard hourly rates.

Without limiting Azteca's obligation of confidentiality as further described herein, Azteca shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with the data security standards, measures, and safeguards set forth and described at: www.cityworks.com/legal/commitment-to-customers/ as the same exists as of the effective date of this Agreement, and that is designed to: (a) ensure the security and confidentiality of the Customer Content; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Content; (c) protect against unauthorized disclosure, access to, or use of the Customer Content; (d) ensure the proper disposal of Customer Content; and, (e) ensure that all employees, agents, and subcontractors of Azteca, if any, comply with all of the foregoing. In no case shall the safeguards of Azteca's data privacy and information security program used to protect Customer Content be less stringent than the safeguards used by Azteca for its own data.

4.9. **Compliance with All Laws.** In providing the Online Services, Azteca shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

5. MISCELLANEOUS

5.1. **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 Cityworks Software, 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.

Notwithstanding the foregoing, Azteca shall: (a) keep and maintain Customer Content in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Content solely and exclusively for the purpose of providing the Online Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to Customer Content only to those employees of Azteca who are directly involved with and responsible for providing the Online Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Content for Azteca's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent. Azteca may not utilize aggregated data derived from Customer Content unless it has been made "anonymous" using of technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.

5.2. **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.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3**THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any third party or contractor (Third Party) and desires to grant access 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 Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said 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 responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Licensee: City of Brea, California

Third Party (Print): _____

By: _____
Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Address	
City, State, Zip	
Contact Name	
Phone Number	
Email	

Third Party Information

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 04/25/2023

SUBJECT: Acceptance of Country Hills Subdivision Pavement and Water Improvements,
Project No. 7322

RECOMMENDATION

1. Authorize increasing the Contract Contingency by 1.8%;
2. Accept project as complete and authorize City Clerk to record Notice of Completion;
3. Accept the Warranty Bond; and
4. Authorize City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department.

BACKGROUND/DISCUSSION

On August 17, 2021, the City Council awarded a Construction Contract ("Contract") to Williams Pipeline Contractors, Inc. ("Williams") for \$4,791,264.52 for the Country Hills Subdivision Pavement and Water Improvements, Project No. 7322 ("Project") and approved a 10% construction contingency for a total approved construction budget of \$5,270,390.97. The Project replaced and upgraded the existing water mains and appurtenances, completed street resurfacing, and reconstructed ADA ramps, sidewalks, and curb and gutters throughout the subdivision. See Attachment A for reference as to the project location.

Staff issued the Notice-to-Proceed with the construction on October 11, 2021 and on November 18, 2022, the contractor completed the Project. During the construction, there were several Contract Change Orders, including the final quantity balancing Change Order for the Project, totaling \$567,079.35. The change orders exceeded the contract amount plus a 10% contingency by \$87,952.90. Therefore, staff is requesting the City Council consider approving an increase of 1.8% to the contingency for the construction budget. The final accepted Contract cost is \$5,358,343.87, 11.8% over the Construction Contract. The contractor completed the improvements and staff recommends the City Council approve the acceptance work performed by Williams.

The following is a summary of contract costs:

Original Construction Contract Amount	\$4,791,264.52
Approved Change Orders	\$567,079.35
Final Construction Contract Amount	\$5,358,343.87
Approved Construction Budget with 10% Contingency	\$5,270,390.97

Remaining Construction Budget	(\$87,952.90)
Requested Contingency Increase (1.8%)	\$87,952.90

SUMMARY/FISCAL IMPACT

The final Contract amount for the Project is \$5,358,343.87, which is over the approved Construction Contract budget by \$87,952.90. There are sufficient funds in the Project budget to cover the overage. Therefore, staff is requesting the City Council consider increasing the Construction Contract budget by \$87,952.90. The source of funds for this Project is the Water Utility Fund (Fund 420), Gas Tax (Fund 220), Measure M (Fund 260), and RMRA (Fund 221). Therefore, there is no impact on the General Fund. The Project replaced and upgraded 19,300 linear feet of existing water mains with appurtenances, 500 new services and meters, 3.6 miles of new street resurfacing, and reconstructed ADA ramps, sidewalks, and curb and gutter within the Country Hills Subdivision. Williams has completed the Project and fulfilled its obligations to the City according to the subject Contract. Furthermore, Williams provided a Warranty Bond of 100% of the final Contract amount to guarantee the work for one year after the recordation of the Notice of Completion. Therefore, staff recommends the City Council consider accepting the Project as complete, accept the Warranty Bond (Attachment B), and authorize the City Clerk to record a Notice of Completion (Attachment C). Additionally, staff recommends authorizing the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and release the Payment Bond upon further notification from Public Works Department.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Assistant City Engineer

Concurrence: Michael Ho, P.E., Public Works Director / City Engineer

Attachments

Attachment A - Location Map

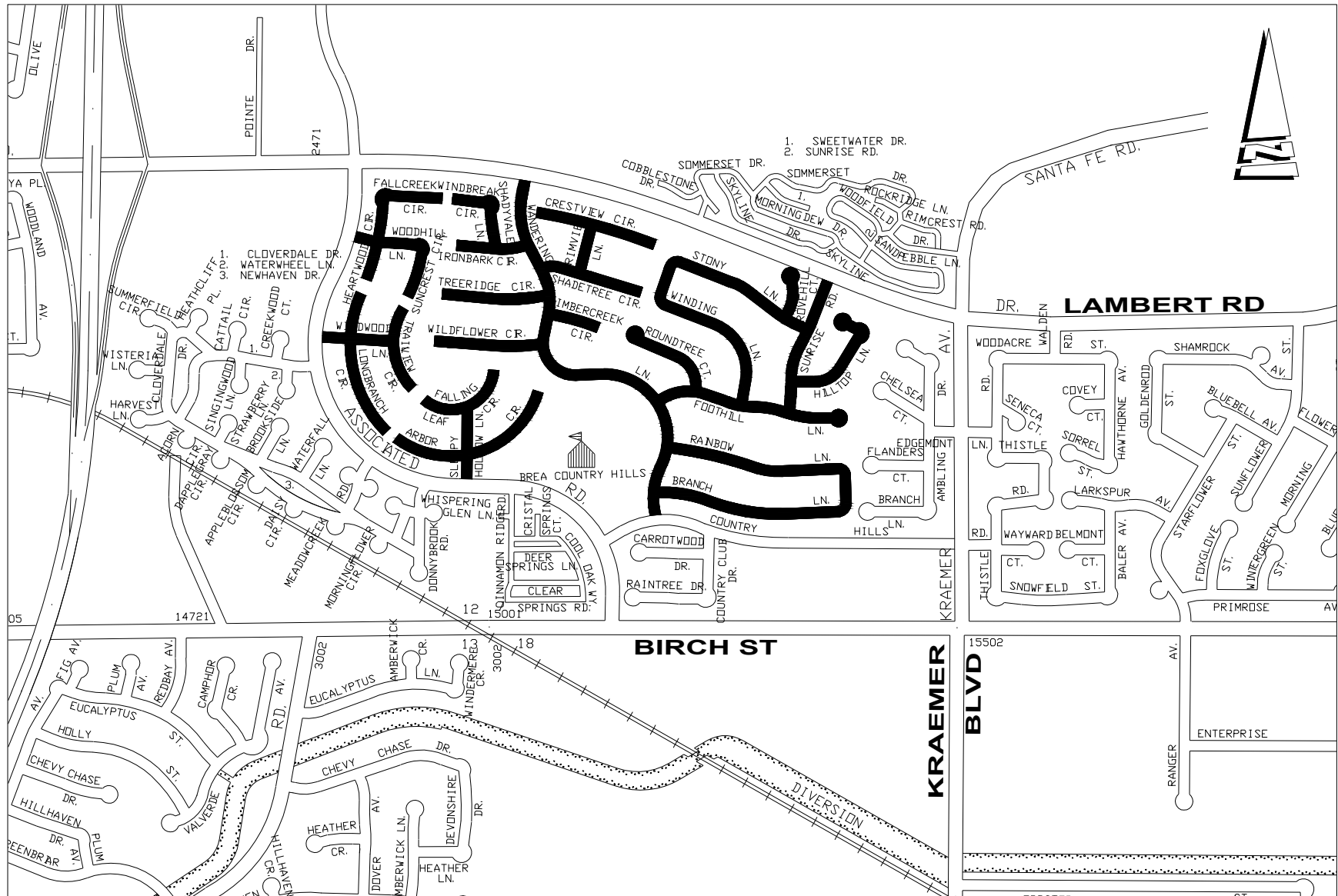
Attachment B - Warranty Bond

Attachment C - Notice of Completion

PROJECT 7322

STREET IMPROVEMENTS - COUNTRY HILLS SUBDIVISION

PAVEMENT/WATER REHABILITATION



VICINITY MAP
NOT TO SCALE

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

Williams Pipeline Contractors, Inc.

("Principal"), a contract ("Contract") for the work described as follows:

Country Hills Subdivision Pavement & Water Improvements, CIP No. 7322

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and Swiss Re Corporate Solutions America Insurance Corporation, 777 S. Figueroa St., Suite 3700, Los Angeles, CA 90017

(Insert name, address, and telephone number of Surety) (888) 546-5118

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of Five Million Three Hundred Fifty-Eight Thousand Three Hundred Forty-Three & 87/100

(\$5,358,343.87) Dollars (\$XXX.XX), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 1, 2023

"Principal"

Williams Pipeline Contractors, Inc.

By: 
Its Victor Hernandez, Vice President

By: _____
Its

(Seal)

"Surety"

Swiss Re Corporate Solutions America Insurance Corporation

By: 
Its Cathy S. Kennedy, Attorney-in-Fact

By: _____
Its

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 1, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Victor Hernandez
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by
his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Bond #2314927-W

(Title or description of attached document)

Williams Pipeline Contractors, Inc.

(Title or description of attached document continued)

Number of Pages _____ Document Date 3/1/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
Vice President
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 1, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Cathy S. Kennedy
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in his/her/their authorized capacity~~(ies)~~, and that by
~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #2314927-W Warranty

(Title or description of attached document)

Swiss Re Corporate Solutions America Ins. Corp.

(Title or description of attached document continued)

Number of Pages _____ Document Date 3/1/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- Securely attach this document to the signed document with a staple.

Swiss Re Corporate Solutions America Insurance Corporation

Electronic Corporate Seal



Please read through the below Usage Guidelines for our Electronic Corporate Seal:

- 1) This Electronic Corporate Seal has been provided for convenience. Swiss Re Corso cannot provide assurance that specific obligees will, or will not, accept an Electronic Corporate Seal. The preferred method remains a physically affixed seal. The Electronic Corporate Seal is used at the discretion of your Agency or Brokerage, and Swiss Re Corso disclaims any liability if the use of the Electronic Corporate Seal results in any instrument being rejected or challenged;*
- 2) The Electronic Corporate Seal can only be used for electronically affixing a seal to a surety bond, or related instrument, that has been authorized by Swiss Re Corso and is being executed on behalf of Swiss Re Corso by your Agency or Brokerage pursuant to a valid Power of Attorney;*
- 3) Your Agency or Brokerage may not transfer an Electronic Corporate Seal to any other entity or person without the written consent of Swiss Re Corso;*
- 4) Swiss Re Corso may revoke permission to use the Electronic Corporate Seal at any given time; and*
- 5) Any use of the Electronic Corporate Seal outside of the above described guidelines is not authorized*

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TODD M. ROHM, CATHY S. KENNEDY, BEATA A. SENSI, CHERYL L. THOMAS, and SHANE WOLF

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of MARCH, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO Name City of Brea Street Address 1 Civic Center Circle City & State Brea, CA 92821 Zip	
--	--

Free recording requested per Government Code Section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Brea** (NAME)
3. The full address of the undersigned is **1 Civic Center Circle**
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

4. The nature of the title or the undersigned is **Owner-In-Fee**
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

7. A work of improvement on the property hereinafter described was completed pursuant to Civil Code § 9200(a) through acceptance by City Council on _____.
8. The name of the original contractor, if any, for the work of improvement was **Williams Pipeline Contractor, Inc.**
(NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was **Water main replacement, AC pavement rehabilitation, PCC ADA Ramp Work.**
9. The property on which the work of improvement was completed is in the City of **Brea**, County of **Orange**, State of California, and is described as follows: **Country Hills Subdivision Pavement and Water Improvements, CIP Project No. 7322.**
10. The street address of the said property is **Various streets within the Country Hills Subdivision.**

Dated: _____.

(SIGNATURE)

Michael S. Ho P.E., Public Works Director/City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at **Brea**, California, this _____ day of _____ **2023**.

(SIGNATURE)

Michael S. Ho P.E., Public Works Director/City Engineer