

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: July 26, 2018

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed License and Maintenance Agreement with Azteca Systems, LLC. for the purchase of Cityworks Server Asset Management Solution Premium Software, including technical support and maintenance services.

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Utilities
- 2) Type of Agreement – License and Maintenance Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.40(C)(10)(a) of the Code of Ordinances provides that software licensing and maintenance with the company from which the software was purchased is not subject to the competitive procurement requirements.
- 4) Term of Contract
 - a) initial – One year.
 - b) renewals (if any) – yes, two additional one year periods.
 - c) who exercises option to renew – mutual by parties.
- 5) Contract Amount – The annual amount for payments and fees under the license is \$60,000.00. Years 2 and 3 will be available and allocated within the respective operational accounts.
- 6) Termination rights – (a) Either party may terminate for a material breach within 30 days of written notice, except termination is immediate for a material breach that is impossible to cure; or (b) Either party may terminate for convenience upon 30 days prior written notice to the end of the current Term Maintenance Period.
- 7) Indemnity/Insurance Requirements – Azteca indemnifies for infringement claims.
- 8) Scope of Services – Contractor will provide the Software Components and Service Packages for the CCTV and Automated License Reader Cameras.

TERM SHEET AZTECA LICENSE AND MAINTENANCE AGREEMENT

- 9) Other significant provisions – (a) There are provisions on limited warranties, disclaimers or express and implied warranties, and limitation of liability; (b) If City terminates for convenience, then City is liable for payment required by the terms of the Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of the termination.

cc: Wazir A. Ishmael, Ph.D., City Manager