



## CONTRACT AMENDMENT

This Amendment #3 (“Amendment”), to the Cityworks Software License & Maintenance Agreement under Contract #20190129 (“the Contract”), by and between the City of Port St Lucie and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

<b>Contractor’s Full Legal Name:</b>	Azteca Systems, LLC
<b>Solicitation No./Event ID:</b>	20190129
<b>Solicitation Title/Event Name:</b>	Cityworks Software License & Maintenance Agreement
<b>Requested Contract Renewal Date:</b>	August 15, 2025 – August 14, 2026
<b>Amendment Cost:</b>	\$85,849.47
<b>Amendment No.:</b>	3
<b>Amendment Type:</b>	Renewal

**WHEREAS**, the Contractor and City have an agreement under the Contract; and

**WHEREAS**, the parties desire to incorporate the same terms in conditions, as modified herein, for the next renewal; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

- 1. RENEWAL.** The parties hereby agree that the Contract will be renewed for an additional period, as follows:

- Beginning Date of Amendment Term: August 15, 2025
  - End Date of Amendment Term: August 14, 2026
- a. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed Contract Amendment to extend the Contract for an additional period.
- 2. AMENDMENT #1.** City could not locate an Amendment #1. It is unknown if it exists. However, there is an Amendment #2, so this Amendment is numbered as the third, for sequential purposes.
- 3. SOVEREIGN IMMUNITY.** The parties agree that nothing in the Contract, including any amendments, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28, Florida Statutes.
- 4. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 5. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Azteca Systems, LLC
<b>Authorized Signature:</b>	<small>DocuSigned by:</small> <i>Carlos Abaunza</i>
<b>Printed Name and Title of Person Signing:</b>	<small>92969BE0AABA49F...</small> Carlos Abaunza Sr. Director
<b>Date:</b>	
<b>Company Address:</b>	10368 Westmoor Dr. Westminster, CO 80021

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



Azteca Systems, LLC - Cityworks  
5475 Kellenburger Road  
Dayton, OH 45424

Quote Number Q-39325-2  
Created Date 8/25/2025

#### Contact Information

Contact Name:	Craig Haynes	Prepared By Name:	Kristi Ross
Customer:	Port St. Lucie (FL), City of, Utility Systems	Prepared By Phone:	(916) 294-2234
Contact Address:	1001 SE Prineville St. Bldg A Port St Luice, FL 34983	Prepared By Email:	kristi_ross@trimble.com

#### Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 85,849.47
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
OpX Projects	1.00	USD 0.00
OpX Contracts	1.00	USD 0.00
OpX Budgets	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
TOTAL:		USD 85,849.47

## Notes

Year 1 Dollar Value

USD 85,849.47

Year 1 Date Range

8/15/2025 - 8/14/2026

**Maintenance Start Date:** 8/15/2025    **Maintenance End Date:** 8/14/2026

### Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

## Terms and Conditions

### Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, 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. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any 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 dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

#### Taxes

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

#### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

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

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424