

# CITY CLERK ORIGINAL

C-8512  
06/06/2013

## TECHNICAL SUPPORT SERVICES AGREEMENT

This Technical Support Services Agreement ("Agreement") is entered this 6 day of June, 2013, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Ron Turley Associates, Inc., an Arizona corporation ("RTA").

### RECITALS

**WHEREAS**, the City is in need of technical support services for a software fleet management program ("License Program").

**WHEREAS**, RTA offers technical support services for the License Program.

**WHEREAS**, the parties wish to enter into an Agreement where RTA will provide technical support services for the License Program.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

#### 1. Term of the Agreement.

- 1.1 This Agreement will commence on the date the License Program is purchased and will terminate one (1) year after purchase unless payment for the succeeding year is received then, the Agreement will continue on a year to year basis for five (5) years.
- 1.2 If the City chooses not to renew the Agreement, support services can be provided on a time/materials rate basis.

#### 2. Payment. Each year the City will be invoiced for the following year of technical support services at a rate set forth in the RTA invoice ("Invoice") attached hereto as **Exhibit A**.

#### 3. Services.

- 3.1 RTA shall maintain a telephone hotline that allows the City to report system problems and seek assistance in use of the Licensed Program. This hotline is available from 5:00 AM to 5:00 PM MST (except during special circumstances such as Users Conference or Phone outages), Monday through Friday (Excluding most US Holidays). USA 800-279-0549, other: 623-581-2447.
- 3.2 RTA shall maintain a trained staff capable of rendering the services set forth in this Agreement.
- 3.3 RTA shall be responsible for using all reasonable diligence in correcting verifiable and reproducible errors when reported to RTA. RTA shall, within one (1) working day of verifying that such an error is present, initiate work in a diligent manner toward development of an error correction. Errors will be classified as High, Medium and Low and will take precedence based on classification. Following completion of the error correction, RTA shall provide the error correction through a "temporary fix" consisting of sufficient programming and/or operating instructions to implement the error correction, and RTA shall include the error correction in all subsequent releases of the Licensed Program. RTA shall not be responsible for correcting errors in any version of the Licensed Program other than the most recent release of the Licensed Program, provided that RTA shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow the City to implement the newest release, not to exceed 90 days.
- 3.4 RTA will, from time to time, issue new releases of the Licensed Program to the City, generally containing error corrections, minor enhancements, and, in certain instances if RTA so elects, major enhancements. RTA shall provide the City with one copy of each new release, without

additional charge. RTA shall provide reasonable assistance to help City install and operate each new release.

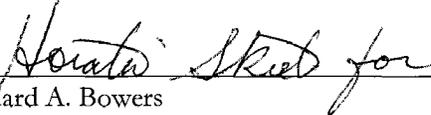
- 3.5 RTA publishes a semi-annual newsletter designed to keep the City generally informed about the use and operation of the Licensed Program, features of new releases and enhancements, and current additional support and training offerings. The City will receive an annual subscription for the newsletter for the period this Agreement is in force.
- 3.6 RTA shall consider and evaluate the development of enhancements for the specific use of the City and shall respond to the City's requests for additional services pertaining to the Licensed Program.

#### **4. Immigration Law Compliance.**

- 4.1 RTA, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
  - 4.2 Any breach of warranty under subsection (4.1) above is considered a material breach of this Agreement and is subject to penalties up to and including termination.
  - 4.3 The City retains the legal right to inspect the papers of RTA or subcontractor employee who performs work under this Agreement to ensure that RTA or any subcontractor is compliant with the warranty under subsection (4.1) above.
  - 4.4 The City may conduct random inspections, and upon request of the City, RTA shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (4.1) above. RTA agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
  - 4.5 RTA agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. RTA also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
  - 4.6 RTA's warranty and obligations under this Section to the City are continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
  - 4.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
5. **Prohibitions.** RTA certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
6. **Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

The parties enter into this Agreement as of the effective date shown above.

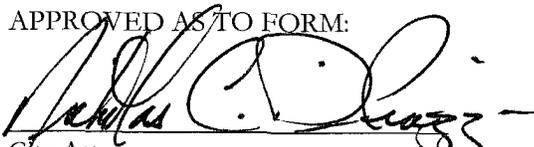
CITY OF GLENDALE, an Arizona  
municipal corporation

  
Richard A. Bowers  
Acting City Manager

ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

RON TURLEY ASSOCIATES, INC., an Arizona  
corporation

  
Bill Kiff  
Vice President - Customer Service