

SOFTWARE SERVICES AGREEMENT
PRECISION SURVEY SUPPLY, LLC

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Precision Survey Supply, LLC, a California limited liability company, ("Consultant") as of the _____ day of _____, 2026 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project/Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Consultant's Work.

- 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements,
Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 1.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.
- 1.3 Compliance.
 - a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
 - b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same

requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

2. Compensation for the Project.

- 2.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$200,000 as specifically detailed in **Exhibit B** ("Compensation").
- 2.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

3. Billings and Payment.

- 3.1 Applications.
- a. Consultant will submit invoices (each, a "Payment Application") directly to glendalepolicepayables@glendaleaz.com and City will remit payments based upon the Payment Application as stated below.
- 3.2 Payment.
- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

4. Termination.

- 4.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.
- 4.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

5. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating,

negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

6. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Notices.**
 - 10.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 10.2 Concurrent Notices.
 - a. All notices to City's Representative must be given concurrently to City Manager and City Attorney.

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- b. A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- c. City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

10.3 Representatives.

- a. Consultant. Consultant's Representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Precision Survey Supply, LLC.
c/o Dietrich Evans
8628 Utica Avenue #800
Rancho Cucamonga, CA 91730

- b. City. City's Representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale Police Department
c/o Chief of Police
6835 N 57th Drive
Glendale, Arizona 85301

10.4 Invoices.

- a. Invoices (Payment Applications) are routine in nature and are not considered "Notices" subject to the Notices provision.

11. Entire Agreement; Survival; Counterparts; Signatures.

11.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

11.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 11.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 11.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 11.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 11.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 11.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

12. Term.

- 12.1 The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City, may at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal period. There are no automatic renewals.
- 12.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project/Scope of Work
- Exhibit B Compensation

[SIGNATURES ON FOLLOWING PAGE.]

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Precision Survey Supply, LLC,
a California limited liability company

By: Sam El Said
Its: President

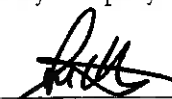


EXHIBIT A

SOFTWARE SERVICES AGREEMENT

PROJECT/SCOPE OF WORK

The Consultant shall provide the City with scanner equipment, software platforms, and related services as detailed in Quotes #32982 and #33035 (Exhibit A), including delivery, activation, and initial configuration.

Year One includes the purchase of the RTC360 scanner package, BLK360 G2 starter pack, permanent software licenses, calibration artifacts, and all required training, including on-site forensic training and train-the-trainer instruction. Year One also includes the initial year of software services for Cyclone Register 360 PLUS CCP and Map360 Pro CCP, as outlined in Quote #32982.

For Years Two through Five, the Consultant will continue to provide software services, including maintenance, technical support, firmware updates, and subscription renewals for the RTC360 CCP, Cyclone Register 360 PLUS CCP, and Map360 Pro CCP, as outlined in Quote #33035..

EXHIBIT B

SOFTWARE SERVICES AGREEMENT

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$200,000.

DETAILED PROJECT COMPENSATION

Compensation under this Agreement includes a one time Year One cost for scanner hardware, permanent software licenses, training, and the first year of software services, totaling \$142,714.72.

For Years Two through Five, the City will pay for ongoing software services for the RTC360 CCP, Cyclone Register 360 PLUS CCP, and Map360 Pro CCP, based on the Consultant's four year subscription of \$22,380.00 for the four year period.

The combined cost for Year One and Years Two through Five is estimated at \$165,094.72. Additional maintenance, repairs, scanners, equipment, or accessories not included in the quoted amount may be purchased on an as needed basis.



Precision Survey Supply, LLC
 8628 Utica Avenue #800
 Rancho Cucamonga, CA 91730 US
 +19099314040
 sam@precisionsurveysupply.com
 www.precisionsurveysupply.com

Estimate

ADDRESS

Glendale PD
 6835 N. 57 Dr.
 Glendale, AZ 85301

SHIP TO

Glendale PD
 835 N. 57 Dr.
 Glendale, AZ 85301

ESTIMATE #	DATE
32982	03/11/2026

ACTIVITY	QTY	RATE	AMOUNT
6018814 RTC360 Package With RCS 1x838300 Laser Scanner 1x 874800 Calibration Cert 4x 954519 GEB364 Battery 1x 817063 Container 2x 842065 USB Stick 1x 799187 Charger Prof 5000 1x 5312306 RC Studio, 3TB Data, 1yr hydra.com/tos 1yr RTC360 Laser Scanner CCP Basic (6013561)	1	91,086.65	91,086.65T
973449 GEB461 Battery int Li-Ion 10.8V/6.7Ah	4	450.00	1,800.00T
799187 GKL341 Charger Prof 5000 / Charges up to 4 batteries, including power cable.	1	1,260.00	1,260.00T
6018827 BLK360 G2 Starter Pack with RCS 1x BLK 360 G2 1x PSS Custom Forensic Carbon Fiber HD Tripod 1xGVP35 BLK Mission Bag 1xReality Capture Subscription base 1x Reality Capture Register 360 Plus BLK 1x Reality Cloud Studio Subscription 1xRC Studio 1TB Data 1yr hydr.com/tos	1	18,000.00	18,000.00T
925081 GEB825, BLK360 G2 Battery	3	270.00	810.00T
919898 GKL825 BLK Multicharger	1	350.00	350.00T
979836 Cyclone REGISTER 360 PLUS Permanent	1	10,400.00	10,400.00T
6018134 Cyclone Register 360 PLUS CCP 1 year to include:	1	1,875.00	1,875.00

ACTIVITY	QTY	RATE	AMOUNT
- Maintenance on Register 360 Software - Technical Support - Software Support - Firmware Upgrades			
916318 IMS MAP 360 Pro Permanent Edition Includes Core Service CAD Includes Animation Component Includes Point Cloud Edition Service	1	6,650.00	6,650.00T
6015993 IMS Map360 Pro Edition CCP - 1 Year Includes: - Technical support for 1 Year - Product updates for 1 Year	1	1,610.00	1,610.00
6010779 NIST Calibrated PS Traceable Artifact Bundle	1	2,830.00	2,830.00T
PSS32215 Train the Trainer Course 2 days of train the trainer 6 months after delivery	1	11,760.00	11,760.00
PSS32215 On-Site Forensic Training Accepted By: Signature: 4 days total at customer site. Forensic training manuals provided to attendees. Maximum class size of 8. Equipment, computers and facilities provided by customer. Travel and expenses of the trainer included.	1	11,760.00	11,760.00
Square Line Discount Does not include applicable taxes or shipping charges. Thank you!	1	-29,730.10	-29,730.10
		SUBTOTAL	130,461.55
		TAX (0.092)	12,253.17
		TOTAL	\$142,714.72

Accepted By

Accepted Date



Precision Survey Supply, LLC
 8628 Utica Avenue #800
 Rancho Cucamonga, CA 91730 US
 +19099314040
 sam@precisionsurveysupply.com
 www.precisionsurveysupply.com

Estimate

ADDRESS

Glendale PD
 6835 N. 57 Dr.
 Glendale, AZ 85301

SHIP TO

Glendale PD
 835 N. 57 Dr.
 Glendale, AZ 85301

ESTIMATE #	DATE
33035	02/24/2026

ACTIVITY	QTY	RATE	AMOUNT
6013567 4 yr RTC360 Laser Scanner CCP Blue Consisting of: 4 yr. Hardware Maintenance 4 yr. Customer Support	1	8,860.00	8,860.00
6018136 Cyclone Register 360 PLUS CCP 4 year to include: - Maintenance on Register 360 Software - Technical Support - Software Support - Firmware Upgrades	1	7,480.00	7,480.00
6015995 MAP360 Pro CCP - 4 yr. Includes: - Technical support by telephone and/or email - Software module updates	1	6,040.00	6,040.00

Does not include applicable taxes or shipping charges. Thank you!

SUBTOTAL	22,380.00
TAX (0.092)	0.00
TOTAL	\$22,380.00

Accepted By

Accepted Date