

**CITY CLERK
ORIGINAL**



3219 E. Camelback Rd., Suite 826
Phoenix, AZ 85018
Ph: 602-722-9880 Fax: 602-926-2231

C-7891
01/11/2012

Service and Maintenance Agreement

Locations covered under this agreement for **Glendale Fire and Police Departments** are listed in **Schedule C** and effective **January 1, 2012** through **December 31, 2012**. This agreement covers all described cardiovascular and strength equipment for service and maintenance for a period of one year. This agreement covers all service calls and labor; parts are additional and are installed upon approval. A 5% discount will be given for all manufacturer parts. All parts must be provided by Farmer's Fitness Repair & Services, any parts provided by the customer to be installed, will be done so at the labor rate of \$75.00 per hour. Should parts fall under warranty, then no additional fees will be billed. This agreement includes **2 maintenance visits per year**, maintenance visits consist of internal vacuuming, lubrication of components, adjustments, calibration if applicable and any other manufacturer prescribed maintenance procedure (see **Schedule A**). Farmer's Fitness Repair & Services guarantees 24hr response time Monday thru Friday. The cost of this agreement is **\$1900.00 per year** and will be **billed twice per year at \$950.00**. There will be no additional costs if Farmer's Fitness is call for service during non-scheduled preventative maintenance times.

No Schedule A is made part of this Agreement

Farmer's agrees to provisions of attached Addendum pertaining to Immigration Law Compliance, work in Iran/Sudan, and Conflicts.

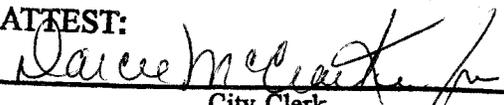

Farmer's Fitness Repair & Services


Authorizing Signature

11/3/2011
Date Approved as to form:

1/10/12
Date


Craig Tindall
City Attorney

ATTEST:

City Clerk

ADDENDUM

Farmer's Fitness Repair & Services ("Contractor") further agrees as follows:

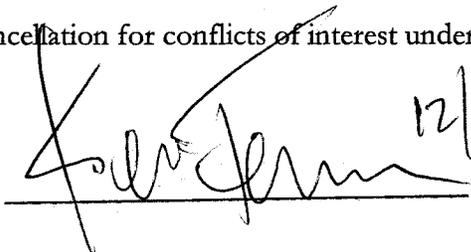
I. Immigration Law Compliance.

- A. Contractor, 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 their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor 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 I.
- E. Contractor 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. Contractor 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.
- F. Contractor's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. 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.

II. Prohibitions. Contractor 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.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

Farmer's Fitness Repair & Services, by


12/22/11

SCHEDULE C

Glendale Fire/Police Department Cardio Equipment Inventory

Main Public Safety (6835 N. 57 Drive Glendale AZ. 85301)

- ⚙ Stairmaster – Stepmill 700 PT (1) serial # 20000030326301
- ⚙ Precor – Treadmill C966 (3) serial #'s LJD 30Q0002, LJD 30Q0005, LJD 30Q0006
- ⚙ Precor – Elliptical EFX546 (1) serial # IKA21Q0047
- ⚙ Precor – Elliptical EFX556 (1) serial # IZA13Q0021
- ⚙ Precor – Bicycle C846 (1) serial # NME21Q0020
- ⚙ Precor – Recumbent Bicycle C846 (1) serial #NNE06Q0018

Fire Station 151 (6851 N. 52 Avenue Glendale AZ. 85301)

- ⚙ Precor – Recumbent Bike 846i serial # A952L11080002 (purchased July, 2009)
- ⚙ Precor – Treadmill 956i serial # AGJYF10090002 (purchased July, 2009)
- ⚙ Precor – Elliptical 576i serial# AA72B04090024 (purchased July, 2009)
- ⚙ Nautilus Stairmaster SM916 serial# 14002081006050 (purchased July, 2009)

Fire Station 152 (6850 W. Bethany Home Road Glendale AZ. 85303)

- ⚙ Precor – Treadmill 956i (1) serial # AGJYF 27060001 (purchased July, 2006)
- ⚙ Precor – Elliptical EFX576i (1) serial # AA72G21060040 (purchased July, 2006)
- ⚙ Precor – Elliptical EFX576i (1) serial # AA72G21060033 (purchased July, 2006)
- ⚙ True 750R – Recumbent Bicycle (1) serial # NA

Fire Station 153 (14061 N. 59 Avenue Glendale, AZ. 85306))

- ⚙ Precor – Treadmill 956i (1) serial # AGJYF 27060006 (purchased July, 2006)
- ⚙ Precor – Elliptical EFX576i (1) serial # AA72E18060063 (purchased July, 2006)
- ⚙ Precor C846i Recumbent Bicycle (1) serial # DMC25P0025

Fire Station 154 (4439 W. Peoria Avenue Glendale, AZ. 85302)

- ⚙ Precor – Elliptical EFX546i (1) serial # AA32F13050038 (purchased June, 2005)
- ⚙ Precor – Treadmill C956i
- ⚙ True 750R – Recumbent Bicycle (1) serial # NA

Fire Station 155 Foothills Facility (6255 W. Union Hills Road Glendale, AZ. 85308)

- ⚙ Precor – Treadmill C966 (2) serial #'s LJE21Q0008 & LJD30Q0001
- ⚙ Precor – Elliptical EFX546 (1) serial # IKA21Q0048
- ⚙ Precor – Elliptical EFX556 (1) serial # IZA1300016
- ⚙ Precor – Bicycle C846 (1) serial # NME12Q0003
- ⚙ Precor – Recumbent Bicycle C846 (1) serial # NNE06Q0013
- ⚙ Stairmaster – Stepmill 7000 PT (1) serial # 20000030326028

Fire Station 156 (6801 W. Deer Valley Road Glendale, AZ. 85308)

- ⚙ Precor – Treadmill 956i (1) serial # AGJYD12060005 (purchased July, 2006)
- ⚙ Precor – Elliptical EFX576i (1) serial # AA72G21060030
- ⚙ True 750R – Recumbent Bicycle (1) serial # NA

Fire Station 157 (9658 N. 59 Avenue Glendale, AZ. 85302)

- ⚙ Precor – Elliptical EFX576i (1) serial # AA72G21060029 (purchased July, 2006)
- ⚙ Cybex – 750A – Lower Body Arc Trainer (purchased April, 2010)

⚙ True 750R – Recumbent Bicycle (1) serial # NA

Fire Station 158 Westgate Public Safety (6261 N. 83 Avenue Glendale, AZ. 85303)

- ⚙ Precor – Treadmill C966 (2) serial #'s LJJ08P0007 & LJD30Q0021
- ⚙ Precor – Elliptical EFX546 (1) serial # IKG07Q0062
- ⚙ Precor – Elliptical EFX556 (1) serial # IZG16Q0015
- ⚙ Precor – Recumbent Bicycle C846 (1) serial # NNG16Q0016
- ⚙ Precor – Bicycle C846 (1) serial # NMG22Q0028
- ⚙ Stairmaster – Stepmill 7000 PT (1) serial # 20000030319016

Fire Station 159 (17159 N. 63 Avenue Glendale, AZ. 85308)

- ⚙ Precor – Treadmill C956i (2) serial #'s OOZAF01050005 & ZAA0450003
- ⚙ Precor – Elliptical EFX546i (2) serial #'s AA32F13050028 & AA32F13050033
- ⚙ Precor – Recumbent Bicycle C846i (1) serial # 26L08R0002
- ⚙ Precor – Stair stepper C764i (1) serial # D9127104

Glendale Regional Public Safety Training Center (11550 W. Glendale Ave. Glendale 85307)

- ⚙ Precor – Treadmill C956i (2) serial #'s AGJYC21070031 & AGJYC21070041
- ⚙ Precor – Elliptical EFX576i (2) serial #'s AA72C22070073 & AA72C22070076
- ⚙ Precor- Recumbent Bike 864i serial # A952C20070015
- ⚙ Stairmaster StepMill 7000PT (2) serial #'s 20000060810008 & 20000060608069