

# City of Glendale Council Special Meeting Agenda

June 28, 2013 – 9:00 a.m.

## Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

## Form of Government

The City of Glendale has a Council-Manager form of government. Policy is set by the elected Council and administered by the Council-appointed City Manager. The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

## Council Meeting and Workshop Schedule

Council meetings to take official action are held two times each month. These meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. Council workshops are generally held two times each month. Workshops provide Council with an opportunity to hear a presentation by staff on topics that may come before Council for official action. These meetings are held on the first and third Tuesday of each month at 1:30 p.m. The City Council does not take official action during workshop sessions. All meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

## Executive Session Schedule

Council may convene in "Executive Session" to receive legal advice and discuss land acquisitions, personnel issues, and appointments to boards and commissions. Executive Sessions will be held in Room B3 of the Council Chambers. As provided by state statute, this session is closed to the public.

*Regular City Council meetings are telecast live. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.*

**If you have any questions about the agenda, please call the City Manager's Office at (623)930-2870. If you have a concern you would like to discuss with your District Councilmember, please call the City Council Office at (623)930-2249**



**For special accommodations or interpreter assistance, please contact the City Manager's Office at (623)930-2870 at least one business day prior to this meeting. TDD (623)930-2197.**

**Para acomodacion especial o traductor de español, por favor llame a la oficina del administador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

## **Councilmembers**

Cactus District – Ian Hugh  
Cholla District – Manuel D. Martinez  
Ocotillo District – Norma S. Alvarez  
Sahuaro District – Gary D. Sherwood  
Yucca District – Samuel U. Chavira



**MAYOR JERRY P. WEIERS**

Vice Mayor Yvonne J. Knaack – Barrel District

## **Appointed City Staff**

Richard Bowers – Acting City Manager  
Nicholas DiPiazza – Acting City Attorney  
Pamela Hanna – City Clerk  
Elizabeth Finn – City Judge



# Council District Boundaries





**GLENDALE CITY COUNCIL SPECIAL MEETING**  
**Council Chambers**  
**5850 West Glendale Avenue**  
**June 28, 2013**  
**9:00 a.m.**

One or more members of the City Council may be unable to attend the Council Special Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

**BIDS AND CONTRACTS**

1. AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR OCCUPATIONAL HEALTH MEDICAL SERVICES

PRESENTED BY: Mark Burdick, Fire Chief

**ORDINANCES**

2. FISCAL YEAR 2012-13 BUDGET AMENDMENTS

PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

ORDINANCE: 2852

3. FISCAL YEAR 2013-14 PROPERTY TAX LEVY ADOPTION

PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

ORDINANCE: 2853

4. SERVICE AGREEMENT WITH SW GENERAL, INC. FOR EMERGENCY MEDICAL TRANSPORTATION

PRESENTED BY: Mark Burdick, Fire Chief

ORDINANCE: 2854

**CITIZEN COMMENTS**

**If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the**

**back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.**

## **COUNCIL COMMENTS AND SUGGESTIONS**

## **ADJOURNMENT**

## **CALL TO ENTER INTO AN EXECUTIVE SESSION**

## **EXECUTIVE SESSION**

### **1. LEGAL MATTERS**

- A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding the city's position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. (A.R.S. § 38-431.03(A)(3)(4))

### **2. LEGAL MATTERS – PROPERTY & CONTRACTS**

- A. The City Council will meet to discuss and consult with the City's attorneys for legal advice and designated representatives to consider its position and provide instruction in connection with potential agreements related to the management of the Arena, which are the subject of negotiations. (A.R.S. § 38-431.03(A)(3)(4)(7))
- B. The City Council will meet to discuss and consult with the City's attorneys for legal advice and designated representatives to consider its position and provide instruction in connection with potential agreements related to the Hockey Team, which are the subject of negotiations. (A.R.S. § 38-431.03(A)(3)(4)(7))

### **3. PERSONNEL MATTERS**

- A. The City Council will meet to discuss and consider process and schedule for the City Manager recruitment and to provide guidance to the City's consultant, Bob Murray & Associates. (A.R.S. § 38-431.03(A)(1))

**Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:**

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));

- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

#### Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. § 38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless the City Council takes a legal action at a properly noticed open meeting to approve of such expenditure prior to incurring any such obligation or indebtedness. A.R.S. § 38-431.07(A)(B).

Items Respectfully Submitted,

  
Richard A. Bowers  
Acting City Manager



# CITY COUNCIL REPORT

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Meeting Date: **6/28/2013**  
Meeting Type: **Voting**  
Title: **AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR OCCUPATIONAL HEALTH MEDICAL SERVICES**  
Staff Contact: **Mark Burdick, Fire Chief**

## **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to approve a short-term contract between the Glendale Fire Department and Strength Training Incorporated (STI) until a formal Request for Proposal (RFP) can be put into place.

## **Background Summary**

The Glendale Regional Public Safety Training Center is under the direction of the Glendale Fire Department (Fire Department) and includes a Health Center. The Intergovernmental Agreement (IGA) with Daisy Mountain Fire District (DMFD) ensured that public safety personnel receive confidential and comprehensive medical health care, education on health, wellness, and safety issues faced throughout their careers.

The Fire Department and DMFD are parties to an existing automatic aid agreement. DMFD provided the administration of medical services to the Health Center through Strength Training Incorporated and Scottsdale Health Care. DMFD was responsible for management of the designated medical services provider that provides all medical staff as needed for the facility. This included the provision of medical staffing; physicians, physician assistants, physical therapists and technicians to support the mission of providing pre-hire physical examinations; annual physical health evaluation and examination on incumbent public safety personnel.

The IGA is now expired and DMFD does not want to extend it. Because of this, the Fire Department will be working with Materials Management on a formal RFP to obtain a vendor to continue our current level of medical services. It is estimated that this process could take up to nine months to finalize. The Fire Department, with the assistance of the City Attorney's Office and Materials Management, would like to process a short-term contract on the same terms and conditions that currently exist, via a special procurement that does not require the formal purchase procedures as authorized by Glendale City Code 2-145(g).

This short-term contract would allow the Glendale Health Center to continue to provide medical services without impact to its current users.



# CITY COUNCIL REPORT

## **Previous Related Council Action**

On January 27, 2009, Council approved an IGA between DMFD and the Fire Department for the administration of the Health Center.

## **Community Benefit/Public Involvement**

Public safety personnel will continue to receive the medical healthcare needed that will assist them with protecting the health and safety of Glendale citizens and visitors.

## **Budget and Financial Impacts**

Cost	Fund-Department-Account
\$172,000	1000-12433-513000, Fire Resource Management Employee Physical Exp

Capital Expense? Yes  No

Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

If yes, where will the transfer be taken from?

## **Attachments**

Staff Report

Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Mark Burdick, Fire Chief**  
Item Title: **AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR OCCUPATIONAL HEALTH MEDICAL SERVICES**  
Requested Council Meeting Date: **6/28/2013**  
Meeting Type: **Voting**

## **PURPOSE**

The is a request for approval of a short-term contract between the Glendale Fire Department (Fire Department) and Strength Training Incorporated (STI), as a special procurement that does not require the formal purchase procedures as authorized by Glendale City Code 2-145(g), for the Glendale Health Center. The contract will provide the same terms and conditions that currently exist under the Health Center Intergovernmental Agreement (IGA).

## **BACKGROUND**

The Glendale Health Center, located at the Glendale Regional Public Safety Training Center, has been under an IGA with Daisy Mountain Fire District (DMFD), since the Health Center's 2009 inception. Within the IGA, the medical providers are STI and Scottsdale Health Care. The medical providers currently provide annual public safety physicals and functional movement screening to most of the West Valley fire departments, as well as Glendale Police Department Special Weapons and Tactics and Explosive Ordinance Disposal Officers. The Health Center also provides medical services for work-related injuries, commercial driver's license physicals, drug screening, new hire physicals, etc.

The IGA with DMFD is expired and they do not wish to extend the current agreement. The Fire Department will be working with Materials Management on a formal request for proposal (RFP) to select a medical provider to continue medical services. It is anticipated that the process could take up to nine months. The Fire Department is looking for a short-term solution so that current services are not interrupted while they work through the RFP Process.

## **ANALYSIS**

It has been recommended that the Fire Department go through the special procurement process and create a short-term contract with the city's current medical provider until a formal RFP can be put in place and enacted. Not having a short-term contract in place, while working on a formal RFP, would negatively impact the ability of some West Valley fire departments to use the Glendale Health Center. They would be required to find medical services elsewhere. This will greatly



## STAFF REPORT

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impact the health center's ability to generate revenue, which will negatively affect current operations and maintenance.

### **FISCAL IMPACTS**

The fiscal impact would be approximately \$172,000, which is the cost to perform annual physicals on 235 Glendale firefighters and is currently budgeted. There are approximately 650 firefighters that go through the Glendale Health Center for their annual physicals. The annual revenue generated from these physicals after expenses is approximately \$57,000.

Meeting Date: **6/28/2013**  
Meeting Type: **Voting**  
Title: **AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR  
OCCUPATIONAL HEALTH MEDICAL SERVICES**  
Staff Contact: **Mark Burdick, Fire Chief**

## **AGREEMENT**

**Agreement is subject to final revisions and not available at the time of posting the meeting agenda; it will be provided separately and posted no later than 24 hours prior to the Council meeting.**

**AGREEMENT FOR  
OCCUPATIONAL HEALTH MEDICAL SERVICES**

This Agreement for Occupational Health Medical Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and STRENGTH TRAINING, INC. ("STI" or "Contractor"), an Arizona Corporation, as of the \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date").

**RECITALS**

- A. City operates the Glendale Regional Public Safety Training Center located at 11550 West Glendale Avenue, which includes an approximately 6,000 square foot space known as the Glendale Regional Health Center ("Health Center") under the direction of the Glendale Fire Department and as generally depicted on Maps A and B; and
- B. City and various other public safety agencies are parties to an existing automatic aid agreement through the Central Arizona Life Safety Council System; and
- C. The City seeks to provides access to occupational health medical services, including pre-hire physical examinations, annual physical evaluations and examinations, rehabilitation and educational services as described below at the Health Center for public safety personnel of any automatic aid department, city township, fire district and/or tribal jurisdiction in the state of Arizona ("collectively "Occupational Health Medical Services" or "Project"); and
- D. The City seeks to provide access to Occupational Health Medical Services for City of Glendale employees; and
- E. City desires to retain the professional services of Contractor to provide Occupational Health Medical Services); and
- F. STI is able to provide such Occupational Health Medical Series at the Health Center to include the provision of medical staffing, i.e., physicians, nurses, physician assistants, physical therapists and technicians to provide drug and alcohol screening, pre- employment physical examinations; annual physical health evaluations and other medical evaluations and examinations on City employees and potential employees, incumbent fire fighters in compliance with NFPA 1582 2007 Edition and OSHA 1910-145 Respiratory Protection and police officers in accordance with AZPOST requirements; and on-going rehabilitation and nutrition, health and fitness education; and
- G. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

- 1. **Purpose.**
  - 1.1 The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.
  - 1.2 Consistent with the Initiative, the purpose of this Agreement is to help ensure that public safety personnel receive medical health care and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced by firefighters and police officers throughout their careers.

1.3 To provide drug and alcohol screening, pre-employment physical examinations; annual physical health evaluations, hearing testing, and other medical evaluations and examinations and any other occupational medical services on City employees and potential employees, in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

**2. Facility.**

2.1 City Obligations. City shall maintain the physical condition of the Health Center in good condition and repair, reasonable wear and tear excepted. City shall provide certain furniture, fixtures and equipment as described on Exhibit A ("Equipment") and maintain such furniture, fixtures and equipment in good condition and repair.

2.2 Use by STI. STI may use the Health Center to provide Occupational Medical Services under the terms and conditions provided in this Agreement.

2.3 Hours of Operation. The Health Center hours of operation will be generally Monday through Friday 7:30 a.m. to 5:30 p.m.(City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.

**3. Services by Contractor.**

3.1 Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

**3.2 Physical Examination.**

a. Contractor shall provide comprehensive medical examinations for public safety personnel that shall include at least the following:

- (1) Health Survey
- (2) Blood analysis consisting of CBC, Chem. 22, Urinalysis, and Hepatitis C
- (3) Hearing evaluation (done in an ANSI-approved soundproof booth)
- (4) Visual acuity evaluation
- (5) Pulmonary function evaluation
- (6) Stress test (treadmill)
- (7) Chest X-ray (done every three (3) years unless TB positive)
- (8) Functional movement screening
- (9) Skin fold measurements and body weight
- (10) Review immunization history
- (11) Up to 30 minute consult with physician or physician assistant to discuss health history and maintenance of personal health

b. Contractor shall provide comprehensive medical examinations for City of Glendale personnel that shall include at least the following:

- (1) Hearing evaluation in accordance with OSHA standards §1910.95
- (2) Pre-employment physicals
- (3) DOT and FMCSA Exams
- (4) Urine Drug Screening

- (5) Breath Alcohol Testing
- (6) Vision screening
- (7) Immunization/Vaccinations
- (8) Other services as requested

3.3 Staffing.

- a. Contractor will provide and manage medical and administrative personnel to provide Occupational Health Medical Services and associated administrative support at the Health Center. Administrative and financial responsibility for all contract medical staff will be the sole responsibility of Contractor. Contractor's management responsibility includes, but is not limited to, contracting with, discipline, hiring, firing, compensation and/or benefits and other personnel-related matters with respect to the medical staff, vendors, contractors and sub-contractors.
- b. The City and contractor agree that the Health Center shall be staffed with a combination of full time and part time professionals as necessary to timely complete the workload of the Health Center, and that the staffing levels may be adjusted from time to time as needed to accomplish the Health Center's purpose and the scope of work to be completed. At a minimum, Contractor shall provide the staff as set forth on Exhibit B ("Staffing").

3.4 Supplies and Waste Disposal. Contractor is responsible for the cost and procurement of medical consumables and supplies to perform Occupational Medical Services and also for the disposal of bio-hazardous waste in accordance with applicable laws and regulations

3.5 Payment and Billing. Contractor is responsible for the payment of any and all compensation and fees to sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered, as more fully set forth in Section 5, below. Contractor will also be responsible for accounting, managing and disbursing funds as detailed in herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. Contractor will be responsible for the cost and procurement of medical consumables and supplies and also for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.

3.6 Medical Records and Information. Contractor is responsible for records management, data entry and medical transcriptions. Contractor agrees to maintain the confidentiality of all medical records and files in accordance with all laws, rules and regulations, including HIPAA. Contractor agrees to maintain all records and files in accordance with the State of Arizona records management and records retention guidelines.

3.7 Exposure Control Database. Contractor will track toxic exposure information and integrate this information with annual examinations and other medical records creating a comprehensive database and case management system.

3.8 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria as the Project identified in this Agreement.

3.9 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.10 Compliance. Contractor shall furnish services 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.

3.11 Travel Expenses. Contractor shall pay for business travel expenses for out-of-state training or conference attendance for the medical director or his designee. Travel expenses must be related to the current job function and shall not exceed \$5,000 per fiscal year.

**4. Sub-contractors.**

4.1 Contractor may engage specific professional, medical, and technical contractors (each a "Sub-contractor") to furnish certain Project services or functions.

4.2 Contractor will remain fully responsible for Sub-contractor's services.

4.3 Sub-contractors must be approved by the City.

4.4 Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards, including by not limited to insurance, as set forth in this Agreement.

**5. Independent Contractor.**

5.1 Contractor is the City's independent contractor, not the City's employee, agent, joint venture, or partner. Contractor's employees and subcontractors are under Contractor's exclusive direction and control.

5.2 Liens. Contractor shall hold City harmless from any claims for supplying labor or materials to Contractor in the performance of work required under this Agreement.

**6. Tax Responsibility Qualification.**

6.1 Contractor may be required to establish, to the satisfaction of the City, that all fees and taxes due the City or the State of Arizona for any license, transaction privilege tax, use tax or similar excise tax are currently paid (except for matters under legal protest).

6.2 By executing this Agreement, Contractor agrees that the Agreement constitutes a waiver of the confidentiality provisions contained in the City of Glendale Finance Code, including Chapter 21.1 "Model City Privilege (Sales) Tax Code" and any similar confidentiality provisions in the Arizona Revised Statutes.

**7. Billings and Payment.**

7.1 Contractor will be solely responsible for billing each participating entity for services at the Health Center. Contractor will also be solely responsible for making payments to contractors and vendors for medical services, administrative support, supplies or materials rendered or utilized according to the terms of this Agreement.

7.2 For Occupational Health Medical Services provided to public safety personnel, Contractor, as specified in Section 7.3, will bill and collect the fees for services performed from the participating entity. Contractor shall deposit all collected funds in a separate bank account to be used for Health Center operations only.

7.3 Contractor will charge a base fee of \$720.00 for each firefighter physical exam conducted during any Term of this Agreement. Fees for tests and services other than those identified in Section 3.2,

above, may be charged as agreed to by the City and Contractor. The funds generated by each \$720.00 fee will be disbursed as follows:

- \$95.00 per exam will be allocated to the City for operation and maintenance of the Health Center; and
- \$625.00 per exam will be allocated to Contractor to pay for medical services

7.4 Occupational health services provided to city employees and pre-employment services for non-public safety personnel is billed in accordance with the agreed upon fee schedule. Scottsdale Health Care bills City directly for the services.

## 8. Fund Appropriation Contingency.

Contractor understands that the continuation of this Agreement after the close of the City's current fiscal year, which ends on June 30 is subject to City Council appropriation of the necessary expenditures required by this Agreement, including expenditures for the operation of the Health Center.. Should the appropriation required for funding this Agreement not be made or not be made in full, the City may terminate this Agreement as of the close of any fiscal year during the term of this Agreement or at the time appropriation or funding for the necessary expenditures is not available.

## 9. Termination.

9.1 For Convenience. City or Contractor 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 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor 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.

9.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

10. **Conflict.** Contractor 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.

## 11. Insurance.

11.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. Commercial General Liability. Contractor and Subcontractor must at all times relevant hereto carry commercial general liability limits of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury and property damage, including products-completed operations and personal and advertising injury with coverage as broad as ISO Form CG 00 01.
- c. Automobile Liability with coverage as broad as ISO Form CA 00 01 with limits no less than \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and Sub-contractors shall provide workers' compensation insurance as required by State of Arizona with statutory limits and employer's liability insurance with limits no less than \$1,000,000 per accident for bodily injury and disease.
- e. Professional Liability insurance including medical malpractice and errors and omissions with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the policy is written on a claims-made basis, the retroactive date must be shown and must be before the date of the contract. Insurance must be maintained for at least two years after termination of this contract. If coverage is canceled or non-renewed and not replaced with another claims made policy with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of two years after contract termination.
- f. If Contractor or Sub-contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.
- g. Notice of Changes. Contractor's and Sub-contractor must provide for not less than 30 days' advance written notice to City Representative of Cancellation or termination of Contractor or Sub-contractor's Policies.
- h. Waiver of Subrogation. Contractor and Sub-contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Sub-contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor and Sub-contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- i. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

- j. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- k. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered and endorsed as additional insured's on the commercial liability and automobile liability policies.
- i. All insurance coverage must be primary and must not contribute with any insurance or self insurance policies or programs maintained by City.
- j. All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

#### 11.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

#### 11.3 Indemnification.

- a. Contractor shall indemnify, defend, save and hold harmless the City, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Laws or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court order/decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful act or omissions of the Indemnitees, be indemnified by Contractor from any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.
- b. Contractor is not required to indemnify any Indemnitees for, from, or against any Claims, demand or expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

## 12. **Media Releases and Relations**

Contractor agrees that the City has primary responsibility for press contact and interaction. Any release of information to the media regarding the Health Center or any of its activities will be coordinated by the Glendale Fire Department ("GFD") Public Information Officer ("Glendale PIO"), with input from the Contractor. News releases pertaining to the Health Center or any part of the services provided pursuant to

this Agreement shall not be made by Contractor without prior written approval of the Glendale PIO. Prior to release, a copy of all public record and media releases regarding the Health Center or its participating agencies and activities shall be forwarded to the Glendale PIO and to Contractor. Contractor will not reveal any investigative information or operational procedures of the Health Center outside the parties except as required by law or competent authority.

**13. Immigration Law Compliance.**

13.1 Contractor, and on behalf of 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.

13.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

13.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

13.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 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.

13.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor 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.

13.6 Contractor's warranty and obligations under this section to the City is 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.

13.7 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.

**14. Foreign 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 statutes, in the countries of Sudan or Iran.

**15. Notices.**

15.1 A notice, request or other communication that is required or permitted under this Agreement (each a "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); and

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, or 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 on or before 5:00 p.m.; 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; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

15.2 Representatives.

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

James ("Jim") Maher  
 c/o Strength Training, Inc.  
 17233 N. Holmes Blvd.  
 Phoenix, Arizona 85053  
 602-349-2545

- 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  
 c/o Fire Chief  
 5800 West Glenn Drive, Suite 350  
 Glendale, Arizona 85301  
 623-930-4401

With required copy to:

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

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

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

16. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

17. **Entire Agreement; Survival; Counterparts; Signatures.**

17.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor 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.

17.2 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.

17.3 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.

17.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

17.5 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.

17.6 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 deemed reformed to conform to applicable law.

17.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

18. **Term.** The term of this Agreement commences upon the effective date and continues for eight (8) months. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four months. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. No price adjustments will be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

19. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

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

- Exhibit A      Equipment
- Exhibit B      Staffing
- Exhibit C      Dispute Resolution
- Map A          GRPSTC Layout
- Map B          Health Center Floor Plan

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

---

By: Richard Bowers  
Its: Acting City Manager

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

Acting City Attorney

STRENGTH TRAINING INC,  
an Arizona corporation

---

By: James ("Jim") Maher  
Its: President

**EXHIBIT A**

**Agreement for Occupational Health Medical Services**

**EQUIPMENT**

The City will provide and maintain the following equipment:

<b>Type of Equipment</b>	<b><u>COG inv id</u></b>	<b><u>serial no</u></b>	<b><u>location id</u></b>
Copier	COG16559	TND03424	GRPSTC H-24
X-Ray Machine	COG25531	170-11893	GRPSTC H-7
Pulmonary Machine	COG23788	AJS01277	GRPSTC H-15
Hearing Test Machine	COG23779	BC 181 559	GRPSTC H-6
Treadmills 1	COG23780	Q5005279	GRPSTC H-4
Treadmills 2	COG23781	Q5005278	GRPSTC H-5
Vision testing 1		815600299	GRPSTC H-17
Scales 1		4020057900	GRPSTC H-18
Scales 2		4020057905	GRPSTC H-19
Microwave		801TAXT02098	GRPSTC H-32
Refrigerator 1		DR312701	GRPSTC H-13
Refrigerator 2		AR312536	GRPSTC H-32

## EXHIBIT B

### Agreement for Occupational Health Medical Services

#### STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor shall provide staffing as follows:

1. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.
2. A pool of no more than four (4) physicians will be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.
3. **PHYSICIAN; MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)**
  - a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:
    - 1) Director will act as the liaison between the contracted clinical staff and the Health Center Deputy Chief. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations; will implement ongoing wellness programs for fire department personnel and City employees; will evaluate industrial injuries, and will serve as the Certified Medical Review Officer (MRO) for the City's drug and alcohol testing program.
    - 2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST .
    - 3) Responsible for performing all elements of City's physicals, pre-employment physicals for City employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA
    - 4) Will perform consultations for fire fighters and City employees and potential employees with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.
    - 5) Will interface with fire fighters and City employees and their primary care physicians to assure proper health care.
    - 6) Will develop, update and revise procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.
    - 7) Will participate in research projects in fire fighter health and fitness.
    - 8) Will prepare and present educational materials to fire fighters for training relating to health and wellness.
  - b. **Minimum Qualifications:**

Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification. Must demonstrate substantial experience in the following areas: internal medicine, cardiovascular disease, medical toxicology, and occupational medicine. Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST and OSHA regulations, as well as DOT collection and testing.
4. **PHYSICIAN ASSISTANT - FULL OR PART TIME (Permanently Assigned)**

- a. Must be qualified and capable of performing the following responsibilities:
- 1) Will perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.
  - 2) Will support and implement on-going wellness program for fire department personnel.
  - 3) Will perform pre-placement physical exams for fire fighter applicants in accordance with NFPA 1582.
  - 4) Will evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.
  - 5) Will perform pre-placement physical exams for police officer applicants in accordance with AZ POST. Will perform pre-employment physicals for City employees and potential employees.
  - 6) Will perform DOT exams and interface with city employees and their primary care physician to assure proper health care.
  - 7) Will perform Drug and Alcohol testing for city employees and potential employees in accordance with DOT and FMCSA.
  - 8)
  - 9) Will interface with fire fighters and City employees and their primary care physician to assure proper health care.
  - 10) Will develop, revise and update health care, policy, and other procedures at the Health Center, as needed.
  - 11) Will participate in research projects in fire fighter health and wellness.
  - 12) Will prepare materials a necessary to assist in the health care and fitness training of fire fighters.
- b. Minimum Qualifications.

Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate substantial experience in the following areas: family practice, occupational medicine, preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZ POST, and OSHA Regulations.

**5. CLINICAL MANAGER/REGISTERED NURSE - FULL TIME (Permanently Assigned)**

- a. Must be qualified and capable of performing the following responsibilities:
- 1) Will assist with preparation of charts and management of the flow of patients.
  - 2) Will perform back office evaluations, vision, pulmonary function, hearing, and body composition examinations.
  - 3) Will perform first aid physicals, evaluate, treat and follow up on industrial injuries
  - 4) Will perform phlebotomy and administer medications as needed.
  - 5) Will perform resting 12-lead EKS's and stress tests.
  - 6) Will assist with infectious exposure consults and follow-ups.
  - 7) Will transcribe back office evaluations onto medical records.
  - 8) Will assist physicians with data collection for studies.
  - 9) Will assistant physicians with treatment of medical patients.
  - 10) Will assist with maintenance and stocking of medications and medical supply inventory.
- b. Minimum Qualifications.

Registered nurse in the state of Arizona with experience in occupational medicine, orthopedics, and infectious disease. Must be ACLS certified, having two years' experience in treadmill testing, immunizations, and schedules. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/LAFC Wellness/Fitness Initiative, AZ POST, and OSHA Regulations.

**6. MEDICAL TECHNICIAN - FULL OR PART TIME**

- a. Must be qualified and capable of performing the following responsibilities:
  - 1) Will conduct on-site x-rays for annual physicals and industrial injuries.
  - 2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- b. Minimum Qualifications.

Must be Board-Certified in Arizona with a minimum of two years' experience.

**7. RECEPTIONIST - FULL OR PART TIME (Permanently Assigned)**

- a. Must be qualified and capable of performing the following responsibilities:
  - 1) Will be responsible for patient's medical and immunization record data entry.
  - 2) Will answer telephones.
  - 3) Will maintain sign-in log for both medical and industrial patients.
  - 4) Will record all patients' visits in the computer.
  - 5) Will prepare computerized medical charge sheets.
  - 6) Will perform light typing for chart preparation.
  - 7) Will verify appointments and prepare charts for physical examines.
  - 8) Will assist patients with industrial paperwork
  - 9) Will make call for Health Center staff as requested.
- b. Minimum Qualifications.

Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back office skills and experience, and the ability to interact professionally with fire fighters and medical personnel.

## EXHIBIT C

### Agreement for Occupational Health Medical Services

#### DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

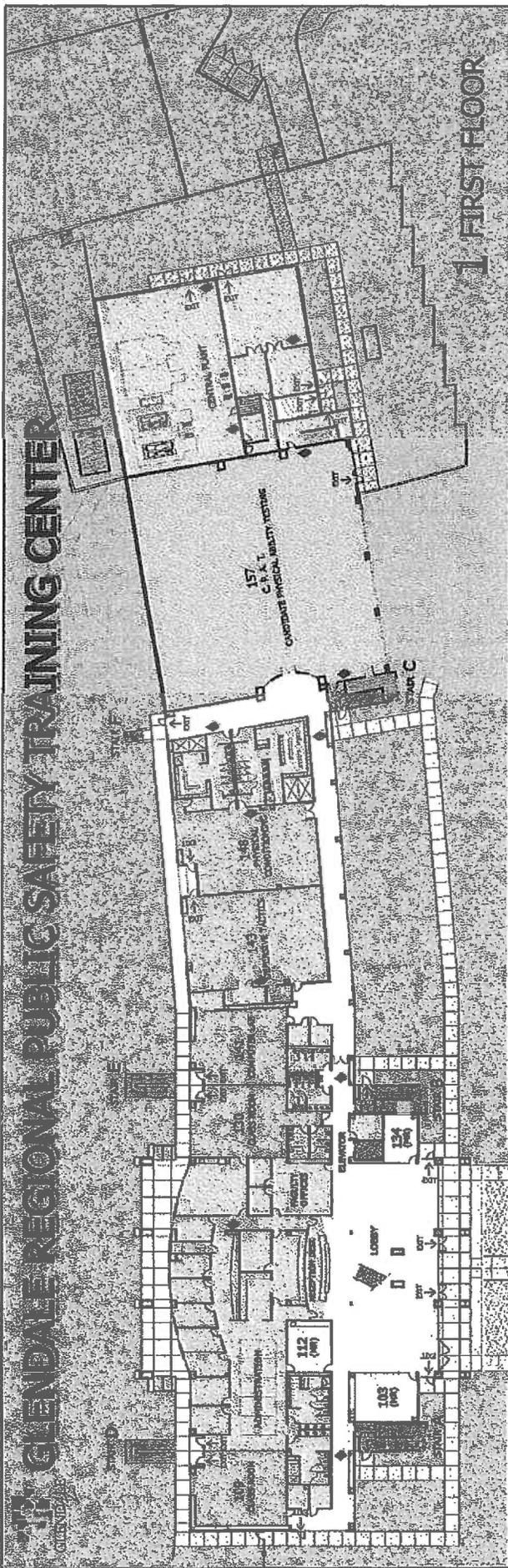
- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
  - 4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
  - 4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
  - 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**MAP A**  
**Agreement for Occupational Health Medical Services**

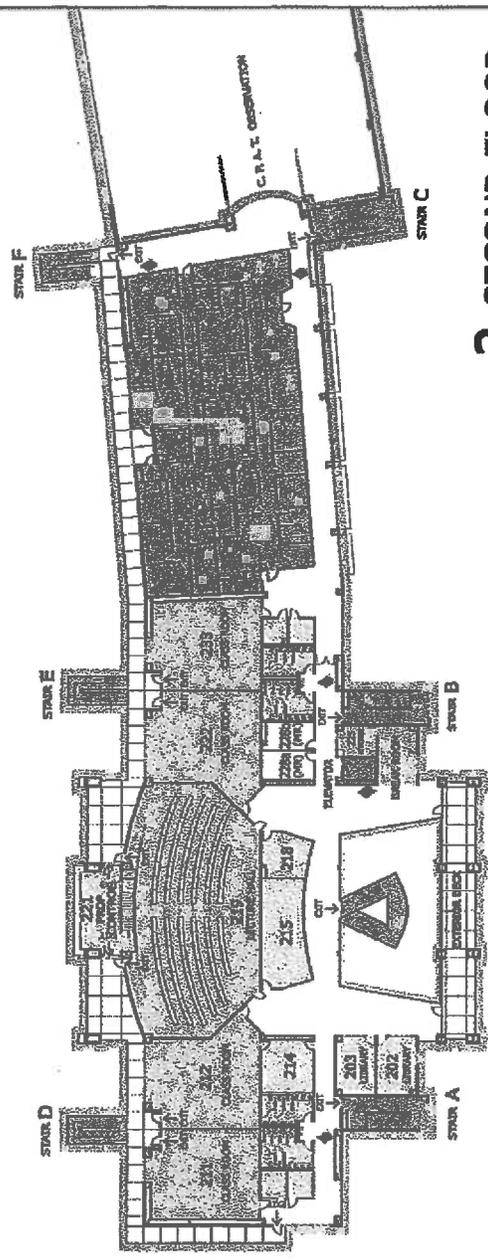
GRPSTCLAYOUT

*[See attached]*

# 157 GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER



1 FIRST FLOOR



2 SECOND FLOOR

## BUILDING MAP LEGEND

- Public Restrooms
- Meeting Rooms (MR)
- Administration / Faculty
- Storage / Central Plant
- Health Clinic
- Stairs / Elevator
- Classrooms / Lecture Hall
- Computer Lab
- Defensive Tactics
- Physical Conditioning
- C.P.A.T.
- Fire Rear Room
- Exit
- Fire Extinguisher Cabinet



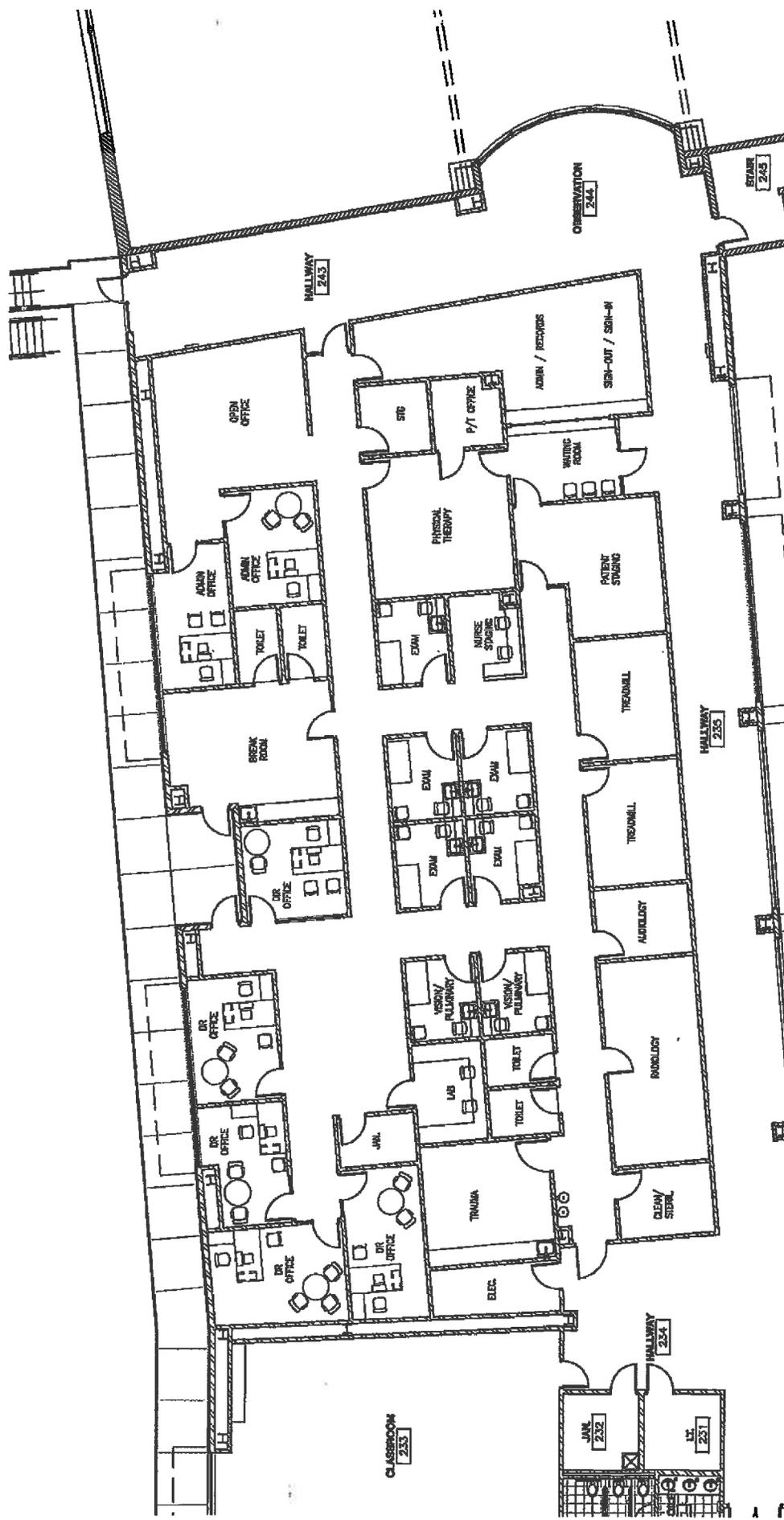
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**MAP B**

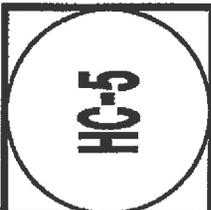
**Agreement for Occupational Health Medical Services**

**HEALTH CENTER FLOOR PLAN**

*[See attached]*



**1 HEALTH CLINIC - SCHEMATIC LAYOUT**  
 SCALE 3/32" = 1'-0"



**GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER**

**LEA-ARCHITECTS, LLC**  
 1730 EAST NORTHERN AVENUE PHOENIX, AZ  
 ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT

date	09/20/07
job no.	0470
drawn by	SS
checked by	R/A/E
SHEET TITLE	



# CITY COUNCIL REPORT

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Meeting Date: **6/28/2013**  
Meeting Type: **Voting**  
Title: **FISCAL YEAR 2012-13 BUDGET AMENDMENTS**  
Staff Contact: **Sherry M. Schurhammer, Executive Director, Financial Services**

## **Purpose and Recommended Action**

This is a request for City Council to consider and approve Fiscal Year (FY) 2012-13 budget amendments. The City of Glendale's total FY 2012-13 budget appropriation across all funds is unchanged. The FY 2012-13 budget amendments shown in Exhibit A are associated with the movement of appropriation authority between departments and/or funds.

Staff is requesting that Council waive reading beyond the title and adopt an ordinance approving the FY 2012-13 budget amendments.

## **Background Summary**

A budget amendment is a transfer of appropriation authority and, on occasion, a transfer of cash. The budget represents a plan for spending and is established several months before the current FY commenced so budget amendments reflect changes to the spending plan.

As actual spending activity occurs, transfers of appropriation authority within and between departments and/or within and between funds are required to reflect changes to the initial spending plan. The causes of changes to the initial spending plan can be summarized as follows:

- Unexpected expenses arise due to unforeseen circumstances;
- Planned spending does not occur as work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates included in the adopted budget, the vast majority of which are for capital improvement projects.

The budget amendments shown in Exhibit A in the attached ordinance are associated with the movement of appropriation authority between departments and/or funds. For those budget amendments affecting the General Fund (GF), the additional GF costs are being covered by reallocating unused appropriation authority in GF departments and GF-supported operations, including salary savings from vacancies, as well as the GF fund balance.



# CITY COUNCIL REPORT

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The budget amendments in Exhibit A are required to address expenses that are higher than originally budgeted in a few departments.

## **Previous Related Council Action**

Council approved a similar ordinance for FY 2012-13 budget amendments on October 9, 2012, December 11, 2012, January 8, 2013, April 23, 2013 and June 11, 2013.

## **Budget and Financial Impacts**

The City of Glendale's total FY 2012-13 budget appropriation across all funds remains unchanged. The FY 2012-13 budget amendments shown in Exhibit A are associated with the movement of appropriation authority between departments.

## **Attachment**

Ordinance

ORDINANCE NO. 2852 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2012-2013 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following transfers of appropriation authorization in the adopted Fiscal Year 2012-2013 budget are hereby authorized:

[See Exhibit A attached hereto and incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**FY 2012-13 Budget Amendment Ordinance - Exhibit A (4th Qtr - 6th Pass)**

Line	Reason for Transfer	Date	Transfer From...				Amount	Transfer To...				
			Fund	Rollup	Div	Division Description		Acct	Fund	Rollup	Div	Division Description
1	Finance Salary Svgs (GF)	06/11/13	1000	221	11340	License/Collection	500200	1000	221	11340	Finance Administration	518200
2	BofA Bldg Exp's	06/28/13	1000	244	11801	Non-Departmental	510200	1000	631	13710	BOFA Bank Building	518200
3	Eng. Final Payroll Adj. (GF)	06/28/13	1000	244	11801	Non-Departmental	500200	1000	631	13720	Engineering Administration	500200
4	City-wide Electricity Exp's	06/28/13	1000	245	11901	GF Contingency	510200	1000	620	13450	Facilities Management	513600
5	Additional Fire OT Exp's	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	331	12422	Fire Operations	500600
6	covered with General Fund	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	331	12491	Ambulance Services	500600
7	fund balance.	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	333	12492	Air-Med & Logistics (HALO)	500600
8	"	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	331	12422	Fire Operations	505200
9	"	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	331	12491	Ambulance Services	505200
10	"	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	333	12492	Air-Med & Logistics (HALO)	505200
11	"	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	331	12422	Fire Operations	505400
12	"	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	331	12491	Ambulance Services	505400
13	"	06/28/13	1340	245	11910	GF/HURF Contingency	510200	1000	333	12492	Air-Med & Logistics (HALO)	505400
14	Medical HMO Premium Exp's	06/28/13	2120	805	91021	CIP Reserve Approp	510200	2580	191	18210	Benefit Programs	540600
15	Def Comp Assessment (GW)	06/28/13	2120	805	91021	CIP Reserve Approp	510200	2580	191	18211	Deferred Compensation	518200



# CITY COUNCIL REPORT

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Meeting Date: **6/28/2013**  
Meeting Type: **Voting**  
Title: **FISCAL YEAR 2013-14 PROPERTY TAX LEVY ADOPTION**  
Staff Contact: **Sherry M. Schurhammer, Executive Director, Financial Services**

## **Purpose and Recommended Action**

This is a request for City Council to adopt an ordinance setting the primary property tax rate at \$0.4974 per \$100 of assessed valuation for FY 2013-14 and the secondary property tax rate at \$1.7915 per \$100 of assessed valuation for FY 2013-14. The total property tax rate will increase from \$1.9005 to \$2.2889.

## **Background Summary**

Arizona state law requires Council to set the property tax levy by the third Monday in August.

Arizona's property tax system consists of two tiers. The primary property tax levy has state-mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's (GF) operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principal and interest on a municipality's bonds. The secondary property tax revenue funds much of the city's capital improvement plan.

Arizona Revised Statutes (ARS) Section 42-17107 requires a Truth in Taxation public hearing if the proposed primary tax levy [total amount of revenue raised by the primary property tax rate], excluding amounts attributable to new construction, is greater than the amount levied by the city in the previous year. A Truth in Taxation hearing is required because the city has chosen to levy a primary rate greater than \$0.2497 and therefore, will generate a primary levy that is more than the current FY's primary levy after accounting for new construction.

A public notice called the TNT notice also must be published in a newspaper of general circulation according to standards established in the state statutes. All Truth in Taxation requirements of A.R.S. 42-17107 have been met.

## **Previous Related Council Action**

A public hearing on the proposed FY 2013-14 property tax levy and Truth in Taxation notice was conducted at the June 14, 2013 Council meeting. At that same meeting, Council also conducted a public hearing on the final budget and convened a special meeting to adopt a resolution approving the FY 2013-14 final operating, capital, debt service and contingency appropriation budget.



# CITY COUNCIL REPORT

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City Council reviewed the FY 2013-14 tentative budget and adopted a resolution formally approving the tentative operating, capital, debt service and contingency appropriation budget at the May 28, 2013, voting meeting. At that time, Council also gave notice of the date for the June 14, 2013, public hearings on:

- The FY 2013-14 final budget,
- The FY 2013-14 property tax levy and Truth in Taxation notice and
- The June 28, 2013, date for the adoption of the FY 2013-14 property tax levy.

Public notices regarding this information were published in *The Arizona Republic* on June 1, 2013 and *The Glendale Star* on June 6, 2013. Truth in Taxation public notices were published in *The Arizona Republic* on May 31, 2013 and *The Glendale Star* on June 6, 2013.

At the April 26, 2013 Workshop session, staff presented follow up information on two issues from the April 16, 2013 budget workshop: the proposed FY 2013-14 health insurance premiums for employees and retirees and public safety's [Fire and Police Departments] GF supplemental requests. Staff also presented its recommendation regarding both issues. That recommendation was as follows:

- Do not fund any of the additional \$5.5M in GF ongoing items and
- Do not fund any of the \$2.1M in GF one-time items.

Council voted to proceed with not funding the additional \$5.5M in GF ongoing items and \$2.1M in GF one-time items.

At the April 16, 2013 Workshop session, staff presented a revised FY 2013-14 operating budget and the proposed 10-year CIP and the associated secondary property tax rate recommendation.

At the March 27, 2013 Workshop session, staff presented the draft FY 2013-14 operating budget. This presentation included an overview of the draft FY 2013-14 budgets for the GF and provided Council an opportunity to review the proposed cost of all city services provided by city departments based on the draft FY 2013-14 budget.

At the March 19, 2013 Workshop session, staff presented Council with the FY 2013-14 Mid-Year Financial Report and the FY 2013-14 revenue projection.

On February 21, 2013, City Council conducted a retreat that was open to the public. The meeting included a staff presentation on the historical performance of major revenues that comprise the GF, designated sales tax funds and highway user revenue funds (HURF).



# CITY COUNCIL REPORT

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At the January 8, 2013 voting meeting, Council tabled the proposed FY 2013-14 \$6M in GF ongoing budget reductions, and the reallocation of existing Police and Fire operating budgets (the reallocation was not a reduction in their operating budgets).

On December 27, 2012, the city completed the refunding bond sale as authorized by Council at the voting meeting held on November 13, 2012. The bonds were issued by the city's Municipal Property Corporation (MPC) and replaced the previously outstanding Western Loop 101 Public Facilities Corporation (PFC) debt.

At the December 18, 2012 Workshop session, staff presented Council with \$6M in proposed GF ongoing budget reductions in light of Council's approval of the revised Arena Management Agreements. At the same time, staff presented a proposed reallocation of existing Police and Fire operating budgets; the reallocation was not a reduction in their operating budgets.

## **Community Benefit/Public Involvement**

Glendale's budget is an important financial, planning and public communication tool. It gives residents and businesses a clear and concrete view of the city's direction for public services, operations and capital facilities and equipment. It also provides the community with a better understanding of the city's ongoing needs for stable revenue sources to fund public services, ongoing operations and capital facilities and equipment. The budget provides Council, residents and businesses with a means to evaluate the city's financial stability.

## **Budget and Financial Impacts**

It is estimated that the FY 2013-14 primary property tax rate will generate approximately \$5.2M and the FY 2013-14 secondary property tax rate will generate approximately \$18.8M for a total of approximately \$24M.

## **Attachments**

Ordinance

ORDINANCE NO. 2853 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2014; AND DECLARING AN EMERGENCY.

WHEREAS, by the provisions of state law, the ordinance levying taxes for Fiscal Year 2013-14 is required to be finally adopted no later than the third Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Glendale, and the Clerk is hereby directed to transmit a certified copy of the ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That there is hereby levied on each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Glendale, except such property as may be by law exempt from taxation, a primary property tax rate, equal to \$0.4974, estimated to raise the sum of Five Million One Hundred Ninety-Six Thousand Seven Hundred Sixty-Six Dollars (\$5,196,766) for the fiscal year ending on the 30th day of June, 2014. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law.

SECTION 2. That in addition to the rate set in Section 1 hereof, there is hereby levied on each One Hundred Dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of Glendale, except such property as may be by law exempt from taxation, a secondary property tax rate, equal to \$1.7915, estimated to raise the sum of Eighteen Million Eight Hundred Twenty-Six Thousand Seven Hundred Sixty-Four Dollars (\$18,826,764) for the purpose of providing a bond interest and redemption fund for the City of Glendale for the fiscal year ending June 30, 2014.

Irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings of any deed or sale pursuant thereto, the

validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Glendale upon such property for the delinquent taxes unpaid thereof; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefor or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



# CITY COUNCIL REPORT

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Meeting Date: **6/28/2013**  
Meeting Type: **Voting**  
Title: **SERVICE AGREEMENT WITH SW GENERAL, INC. FOR EMERGENCY MEDICAL TRANSPORTATION**  
Staff Contact: **Mark Burdick, Fire Chief**

## **Purpose and Recommended Action**

This is a request for Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a service agreement with SW General, Inc., dba Southwest Ambulance (Southwest Ambulance), for the purpose of emergency medical transportation.

## **Background Summary**

Southwest Ambulance has been Glendale's ambulance service provider for over 20 years. This agreement will enhance the level of service provided and generate additional revenue for the Glendale Fire Department (Fire Department) to provide emergency medical services in the city.

This agreement will provide four ambulances that will respond from Glendale fire stations, co-staffed with one Fire Department employee and one Southwest Ambulance employee. The Fire Department employees will be paid overtime to staff the units and this cost is covered by the agreement, including an escalator for any future increases.

Southwest Ambulance will pay rent for use of four stations that the co-staffed units will be deployed from. The Fire Department currently owns three ambulances that will be leased by Southwest Ambulance for \$108,000 annually and the funding will be used for operations and maintenance expense of the vehicles.

## **Previous Related Council Action**

On July 27, 2004, Council approved the agreement with Southwest Ambulance for emergency ambulance transportation for a three year term, and was extended for two additional terms of three years.

## **Community Benefit**

The addition of these units will provide decreased response times for ambulance transport while also providing increased reliability of fire engines and ladder trucks for emergency medical service treatment.



# CITY COUNCIL REPORT

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The electronic patient care reporting that will be initiated and maintained by Southwest Ambulance will enable the Fire Department to document all responses on a computer and transfer the information to the hospital prior to arrival of the patient. This reporting will also enable the Fire Department to enhance public health care through the analysis of disease and injury and provide increased billing capability for Southwest Ambulance.

## **Budget and Financial Impacts**

There are no negative fiscal impacts of this agreement. The first year funding that will be captured from the agreement will cover expenses and revenue created by the previous agreement. The funding categories include:

Overtime reimbursement	\$2,062,000
Fire station rent	\$1,322,000
Fire ambulance rent	\$108,000

## **Attachments**

Staff Report

Ordinance

Agreement



# STAFF REPORT

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To: **Richard A. Bowers, Acting City Manager**  
From: **Mark Burdick, Fire Chief**  
Item Title: **SERVICE AGREEMENT WITH SW GENERAL, INC. FOR EMERGENCY MEDICAL TRANSPORTATION**  
Requested Council Meeting Date: **6/28/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report contains information on a proposed agreement with SW General, Inc., dba Southwest Ambulance (Southwest Ambulance), for emergency medical transportation. The purpose of this report is to request the City Manager forward this item to Council for their consideration and approval.

## **BACKGROUND**

The City of Glendale is able to provide ambulance transportation service through a service agreement with a private company. Southwest Ambulance has been Glendale's ambulance service provider for over 20 years. This agreement will enhance the level of service provided and generate additional revenue for the Glendale Fire Department (Fire Department) to provide emergency medical services in the city. The term of this agreement is for three years, with the option to extend an additional three years.

## **ANALYSIS**

This agreement will provide four ambulances that will respond from Glendale fire stations. Each ambulance will be co-staffed with one Fire Department employee and one Southwest Ambulance employee. Three of the co-staffed units will include an emergency medical technician from Southwest Ambulance and a paramedic from the Fire Department. The fourth unit will include an emergency medical technician from the Fire Department and a paramedic from Southwest Ambulance. Addition of these units will provide decreased response times for ambulance transport while also providing increased reliability of fire engines and ladder trucks for emergency medical service treatment. The Fire Department employees will be paid overtime to staff the units and this cost is covered by the agreement, including an escalator for any future increases.

Southwest Ambulance will pay rent for use of four stations that the co-staffed units will be deployed from. The fire station rent will replace funding negotiated in the previous agreement that will not be approved by the Arizona Department of Health Services. The Fire Department currently owns three ambulances that will be leased by Southwest Ambulance for \$108,000



# STAFF REPORT

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annually and the funding will be used for operations and maintenance expense of the vehicles. Electronic patient care reporting is also identified in the agreement and Southwest Ambulance will cover the costs for initiation and maintenance of the system. The electronic patient care reporting will enable the Fire Department to document all responses on a computer and transfer the information to the hospital prior to arrival of the patient. This reporting will also enable the Fire Department to enhance public health care through the analysis of disease and injury and provide increased billing capability for Southwest Ambulance.

## **FISCAL IMPACTS**

There are no negative fiscal impacts of this agreement. The first year funding that will be captured from the agreement will cover expenses and revenue created by the previous agreement. The funding categories include:

Overtime reimbursement	\$2,062,000
Fire station rent	\$1,322,000
Fire ambulance rent	\$108,000

ORDINANCE NO. 2854 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN EMERGENCY MEDICAL TRANSPORTATION SERVICES AGREEMENT WITH SW GENERAL, INC., dba SOUTHWEST AMBULANCE, FOR EMERGENCY MEDICAL TRANSPORTATION SERVICES; THE LEASE OF SPACE AT FOUR FIRE DEPARTMENT STATIONS; THE LEASE OF THREE CITY-OWNED AMBULANCES; AND THE DEDICATION OF CITY-EMPLOYED PERSONNEL TO JOINTLY STAFF FOUR AMBULANCES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager is hereby authorized and directed to execute on behalf of the City of Glendale an Emergency Medical Transportation Services Agreement with SW General, Inc. dba Southwest Ambulance for Emergency Medical Transportation Services, lease of space at four Fire Department stations, lease of three City-owned ambulances, and the dedication of city-employed personnel for joint EMT and Paramedic staffing for four ambulances, all within the City of Glendale, Arizona. A copy of said Emergency Medical Transportation Services Agreement is on file in the office of the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

Meeting Date: **6/28/2013**  
Meeting Type: **Voting**  
Title: **SERVICE AGREEMENT WITH SW GENERAL, INC. FOR EMERGENCY  
MEDICAL TRANSPORTATION**  
Staff Contact: **Mark Burdick, Fire Chief**

## **AGREEMENT**

**Agreement is subject to final revisions and not available at the time of posting the meeting agenda; it will be provided separately and posted no later than 24 hours prior to the Council meeting.**