

CITY CLERK  
ORIGINAL



C-7891-2  
09/10/2014

2010 W. Parkside Lane., Suite 122  
Phoenix, AZ 85027  
Ph: 602-722-9880 Fax: 602-926-2231

## Service and Maintenance Agreement

Locations covered under this agreement for **Glendale Fire and Police Departments** are listed in **Schedule C** and effective **January 1, 2014 through December 31, 2014**. 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. Farmer's Fitness Repair & Services guarantees 24hour 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.

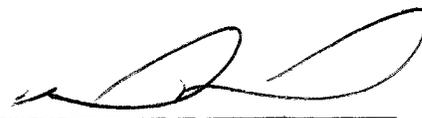
Farmer's agrees to provisions of attached Addendum pertaining to Immigration Law Compliance; work in Iran/Sudan; and Conflicts.

  
Farmer's Fitness Repair & Services  
Amanda Farmer, Business Co-owner

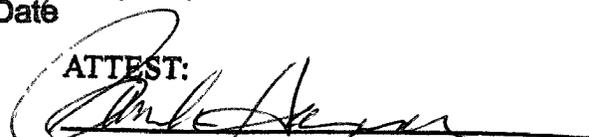
12/7/13  
Date

Approved as to form

  
City Attorney

  
Fire Department Authorizing Signature

9/3/14  
Date

ATTEST:  
  
City Clerk

## SCHEDULE C

### **Glendale Fire/Police Department Cardio Equipment Inventory**

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

- 0-0 Stairmaster – Stepmill 700 PT (1) serial # 20000030326301
- 0-0 Precor – Treadmill C966 (3) serial #'s LJD 30Q0002, LJD 30Q0005, LJD 30Q0006
- 0-0 Precor – Elliptical EFX546 (1) serial # IKA21Q0047
- 0-0 Precor – Elliptical EFX556 (1) serial # IZA13Q0021 (non-operational)
- 0-0 Precor – Bicycle C846 (1) serial # NME21Q0020
- 0-0 Precor – Recumbent Bicycle C846 (1) serial #NNE06Q0018

#### **Fire Station 151 (6851 N. 52 Avenue Glendale AZ. 85301 623-930-2151)**

- 0-0 Precor – Recumbent Bike 846i serial # A952L11080002 (purchased July, 2009)
- 0-0 Precor – Treadmill 956i serial # AGJYF10090002 (purchased July, 2009)
- 0-0 Precor – Elliptical 576i serial# AA72B04090024 (purchased July, 2009)
- 0-0 Nautilus Stairmaster SM916 serial# 14002081006050 (purchased July, 2009)

#### **Fire Station 152 (6850 W. Bethany Home Road Glendale AZ. 85303 623-930-2152)**

- 0-0 Precor – Treadmill 956i (1) serial # AGJYF 27060001 (purchased July, 2006)
- 0-0 Precor – Elliptical EFX576i (1) serial # AA72G21060040 (purchased July, 2006)
- 0-0 Precor – Elliptical EFX576i (1) serial # AA72G21060033 (purchased July, 2006)
- 0-0 True 750R – Recumbent Bicycle (1) serial # NA

#### **Fire Station 153 (14061 N. 59 Avenue Glendale, AZ. 85306 623-930-2153)**

- 0-0 Precor – Treadmill 956i (1) serial # AGJYF 09080012 (purchased 2008)
- 0-0 Precor – Elliptical EFX576i (1) serial # AA72E18060063 (purchased July, 2006)
- 0-0 Precor C846i Recumbent Bicycle (1) serial # A952E22080014

#### **Fire Station 154 (4439 W. Peoria Avenue Glendale, AZ. 85302 623-930-2154)**

- 0-0 Precor – Elliptical EFX546i (1) serial # AA32F13050038 (purchased June, 2005)
- 0-0 Precor – Treadmill 956i (1) serial # AGJYF 27060006 (purchased July, 2006)
- 0-0 True 750R Recumbent Bicycle (1) serial # NA

#### **Fire Station 155 Foothills Facility (6255 W. Union Hills Road Glendale, AZ. 85308 623-930-2155)**

- 0-0 Precor – Treadmill C966 (2) serial #'s LJE21Q0008 & LJD30Q0001
- 0-0 Precor – Elliptical EFX546 (1) serial # IKA21Q0048
- 0-0 Precor – Elliptical EFX556 (1) serial # IZA13Q0016
- 0-0 Precor – Bicycle C846 (1) serial # NME12Q0003
- 0-0 Precor – Recumbent Bicycle C846 (1) serial # NNE05Q0013
- 0-0 Stairmaster – Stepmill 7000 PT (1) serial # 20000030326028

#### **Fire Station 156 (6801 W. Deer Valley Road Glendale, AZ. 85308 623-561-2156)**

- 0-0 Precor – Treadmill 956i (1) serial # AGJYD12060005 (purchased July, 2006)
- 0-0 Precor – Elliptical EFX576i (1) serial # AA72G21060030

#### **Fire Station 157 (9658 N. 59 Avenue Glendale, AZ. 85302 623-930-2157)**

- 0-0 Precor – Elliptical EFX576i (1) serial # AA72G21060029 (purchased July, 2006) (Stored at Support Stn.)
- 0-0 Cybex – 750A – Lower Body Arc Trainer (purchased April, 2010)
- 0-0 True 750R – Recumbent Bicycle (1) serial # NA (Stored at Support Stn.)
- 0-0 Precor – Treadmill 946i serial # A925C09110012 (purchased March, 2011)

**Fire Station 158 Westgate Public Safety (6261 N. 83 Avenue Glendale, AZ. 85303 623-930-2158)**

- ♣♣ 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 623-930-2159)**

- ♣♣ Precor – Treadmill C956i (2) serial #'s OZAF01050005 & ZAA0450003
- ♣♣ Precor – Elliptical EFX546i (2) serial #'s AA32F13050028 & AA32F13050033
- ♣♣ Precor – Recumbent Bicycle C846i (1) serial # Z6L08R0002
- ♣♣ 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

## ADDENDUM

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ambassador Group Inc. 7010 E Chauncey Ln Ste 230 Phoenix AZ 85054	<b>CONTACT NAME</b> Laurie Scola <b>PHONE (A/C No. Ext):</b> (480) 776-6950 <b>FAX (A/C No.)</b> (480) 776-6951 <b>E-MAIL ADDRESS</b> lscola@ambassadorins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Co. NAIC # 24082 INSURER B: Colorado Casualty Ins. Co. 41785 INSURER C INSURER D INSURER E INSURER F	<b>NAIC #</b>
<b>INSURED</b> Farmer's Fitness Repair & Service 23610 N. 20th Drive Phoenix AZ 85027		

**COVERAGES** CERTIFICATE NUMBER: 13-14 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BKS55555850	8/10/2013	8/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4322165	12/27/2013	12/27/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation/In-Transit Coverage			BKS55555850	8/10/2013	8/10/2014	Limit 100,000
							Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Coverage subject to policy forms, terms and conditions.

### CERTIFICATE HOLDER

### CANCELLATION

**\*\*Insurance Verification Only\*\***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rob Scola/KRE