



December 5, 2019

Ms. Vicki Chavez  
Human Resources Analyst  
City of El Mirage  
10000 N. El Mirage Road  
El Mirage, AZ 85335

Dear Ms. Chavez:

Enclosed is the signed contract between the City of El Mirage and 1582, LLC to conduct the 1582 medical assessments for your fire department. Please return a copy of the executed agreement.

Thank you so much for this opportunity. We are looking forward to serving you.

Cordially,

A handwritten signature in blue ink, appearing to read 'Wes Granstrom', with a long horizontal flourish extending to the right.

Wes Granstrom

Chief Executive Officer

Corporate Offices: 1855 N. McCarran Blvd, Sparks, NV 89431

PH: (775) 846-3413 • FAX: (775) 823-9025

## CONTRACT FOR SERVICES

THIS AGREEMENT is made on \_\_\_\_\_, 2020, by and between the CITY OF EL MIRAGE a municipal corporation ("City"), and 1582 LLC, a Nevada Limited Liability Company registered in the State of Arizona, hereinafter referred to as "Contractor," who mutually agree as follows:

### 1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the time, place and in the manner specified in the Scope of Services, Exhibit A. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and the City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) the City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the El Mirage City Council, as required by the El Mirage Municipal Code or other local law or policy.

### 2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, and in accordance with the Schedule of Fees in Exhibit B, but in no event shall the total compensation exceed the **total sum of Fifty Thousand Dollars (\$50,000)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with monthly invoices for all expenses as well as for all materials authorized by this agreement. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor's fees shall be as specified in the Schedule of Fees, Exhibit B. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;
- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

D. City shall make payment to Contractor within 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Services, Exhibit A, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the provisions of the Scope of Services, Exhibit A, or if the time for performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. During performance of this agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

### **3. FACILITIES AND EQUIPMENT**

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

### **4. TERM OF CONTRACT**

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect for one year, unless sooner terminated or extended as provided herein.

B. The services of Contractor are to commence upon execution of this agreement by the City, and shall be undertaken and completed in accordance with the Scope of Services attached hereto and incorporated herein by this reference as **Exhibit A**.

C. The City may, by written instrument signed by the Parties, extend the duration of this agreement for a period of one year in the manner provided in Section 7.

### **5. SUSPENSION/TERMINATION:**

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This agreement may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this agreement, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this agreement by Contractor, and City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due City from Contractor is determined.

## **6. INDEPENDENT CONTRACTOR**

Contractor enters into this agreement as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this agreement to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Contractor are employees, agents, contractors or subcontractors of Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

## **7. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

## **8. EXTENSIONS OF TIME**

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this agreement or the attached Work Program in the manner provided in Section 7.

**9. COMPLIANCE WITH ALL LAWS:**

A. Contractor shall comply with all applicable laws, ordinances, and codes of federal, State of Arizona and local governments.

**10. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR**

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of Arizona issued by the Arizona Secretary of State.

C. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

E. Contractor agrees and represents that the work performed under this agreement shall be in accordance with applicable federal, State and local law.

F. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions

affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

#### **11. SUBCONTRACTING**

None of the services covered by this agreement, with the exception of laboratory services to be provided by LabCorp and X-Ray overread services by SimonMed Imaging, shall be subcontracted without the prior written consent of the City, which shall not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

#### **12. ASSIGNABILITY**

Contractor shall not assign or transfer any interest in this agreement whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due to Contractor from the City under this agreement may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

#### **13. INTEREST IN CONTRACT**

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosures in compliance with the City conflict of interest code if, at any time after the execution of this agreement, the City determines and notifies Contractor in writing that Contractor's duties under this agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

#### **14. MATERIALS CONFIDENTIAL**

The materials prepared or assembled by Contractor pursuant to performance of this agreement are confidential and/or are protected by State of Arizona and federal medical privacy laws. The City of El Mirage Medical Release Form Contractor completes for each El Mirage fire suppression employee will be submitted to the City of El Mirage in a secure manner. The record shall be maintained in a confidential manner, shall not include private medical information, and shall not otherwise be disclosed to any person or entity, except pursuant to subpoena, court order, or the written consent of the employee.

Contractor agrees that any materials, reports or records created pursuant to this agreement containing medical information shall be maintained in a confidential manner, and shall

not be made available to any individual (other than the employee examined) or organization without the prior written approval of the employee, or pursuant to subpoena or court order.

## **15. LIABILITY OF CONTRACTOR-NEGLIGENCE**

Contractor shall be responsible for performing the work under this agreement in a manner which is consistent with the generally accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

## **16. INDEMNITY AND LITIGATION COSTS**

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this agreement except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this agreement.

## **17. CONTRACTOR TO PROVIDE INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **A. MINIMUM SCOPE AND LIMIT OF INSURANCE**

1. **Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.**

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Contractor will maintain professional liability insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this agreement, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect 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.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the

contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### 18. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this agreement are made to the Contractor.

D. **Entire Agreement.** This agreement constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or

modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this agreement, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this agreement, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Dawn Kurek – Human Resources Director  
City of El Mirage  
10000 N. El Mirage Road  
El Mirage, AZ 85335

Contractor: Paul Wesley Granstrom, President  
1582, LLC  
1855 N. McCarran Blvd.  
Sparks, NV 89431

H. **Enforcement of Agreement.** This agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Arizona. Venue of any action arising out of this agreement shall be brought and maintained in Maricopa County Arizona, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this agreement, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all

Contract for Services  
1582, LLC


formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CITY OF EL MIRAGE

By: \_\_\_\_\_

CONTRACTOR

By:  \_\_\_\_\_  
Paul Wesley Granstrom  
President  
1582, LLC

## **EXHIBIT A**

### **Scope of Services**

Contractor shall conduct NFPA 1582 Compliant Medical Examinations of City of El Mirage fire suppression personnel. Contractor will deploy a Mobile Medical Unit to conduct all testing onsite at the El Mirage Fire Department in two (2) visits within a twelve month period, on dates mutually agreed upon between Contractor and the City. The City of El Mirage may also use the 1582 office in Tempe, AZ.

The examination shall be as follows:

#### **Part 1 Exam (Initial Testing)**

Time allotment is 30 minutes

- Review El Mirage employee's completed forms, provided by 1582, LLC
- Lab testing (conducted by LabCorp), fasting blood work (CBC, CMP, Lipid Profile), Hemocult Blood (over 40 males), CA-125 (Females), microscopic urinalysis (not testing for drugs or nicotine), Hemoglobin A1C, Thyroid Panel with TSH, PSA (Male Firefighters only)
- Biometric testing (height, weight, blood pressure, BMI or Calipers)
- Spirometry/Pulmonary function testing
- Audiometric hearing exam
- Snellen Vision screening
- Tuberculosis Screening (PPD)
- Ultrasound Testing

#### **Part 2 Exam (Resting EKG or Stress EKG and Physician Exam)**

- Resting EKG
- Stress Treadmill EKG Testing (maximal stress) WFI Protocol 12.8 METs
- Basic Ultrasound Screening (Aortic Aneurysm is for over 40 only)
- Physician examination and review of results

#### **Reporting of Results:**

Results of the examination will be provided directly to the El Mirage Fire Suppression Employee. In addition, Contractor will complete a City of El Mirage Medical Release Form for each El Mirage Fire Suppression Employee examined. The Form provided to the City will not include confidential or private medical information.

At the Part 2 examination with the physician, the physician will provide a copy of any results that have concerns the physician recommends the employee discuss with his or her primary care provider. Contractor will not provide any prescriptions or treatment plans for the employee to correct any areas of concern.

In the event a return to duty examination is required, and if it requires an extensive review of previous medical records, surgical history, or discussion with the employee's provider, Contractor, with prior written approval from the City, may charge an additional assessment fee of \$150.00 per hour. In no event shall total compensation under this agreement exceed fifty-thousand dollars (\$50,000), without the City's prior written approval.