

AMENDMENT NO. 4
EMERGENCY MEDICAL TRANSPORTATION
(City of Glendale Solicitation No. RFP 18-57, Contract No. C19-0120)

This Amendment No. 4 (“Amendment”) to the Emergency Medical Transportation (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Maricopa Ambulance, LLC, a Delaware Limited Liability Company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Maricopa Ambulance, LLC (“Contractor”) previously entered into Emergency Medical Transportation, Contract No. C19-0120, dated February 12, 2019 (“Agreement”); and
- B. The Agreement had an initial two-year term beginning February 12, 2019 and provided the option to extend for an additional two (2) years in one-year increments; and
- C. City and Contractor entered into Amendment No. 1 amending the Agreement to include a Performance Surety Fund and the process by which the City may withdraw the funds from the Performance Surety Fund; and
- D. City and Contractor entered into Amendment No. 2 amending the Scope of Work to add "C"; and
- E. City and Contractor entered into Contract Extension No. 1 extending the Agreement from February 12, 2021 through February 11, 2022; and
- F. City and Contractor entered into Amendment No. 3 amending the Compensation to a new not-to-exceed amount of \$850,800; and
- G. City and Contractor entered into Contract Extension No. 2 extending the Agreement from February 12, 2022 through February 11, 2023; and
- H. City and Contractor entered into an additional Contract Extension extending the Agreement from February 12, 2023 through August 11, 2023; and
- I. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** Upon approval by the Arizona Department of Health Services (ADHS), the term of the Agreement is extended on a month-to-month basis for an additional six (6) months not to exceed beyond February 10, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation remains unchanged.
5. **Insurance Certificate.** Current certificate will expire on June 1, 2024 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Maricopa Ambulance, LLC
a Delaware Limited Liability Company



By: Alan Smith
Its: West Region President