

**CITY CLERK
ORIGINAL**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20120279191,04/04/2012 09:28,
C7982-84-1-1--,N

WHEN RECORDED RETURN TO:

City of Tempe
31 E. Fifth Street
Tempe, AZ 85281
Attn: City Clerk

**C-7982
02/16/2012**

**INTERGOVERNMENTAL AGREEMENT
FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT
MANAGEMENT TEAM
BETWEEN THE CITY OF TEMPE
AND
THE CITY OF GLENDALE
C2012-26**

This Intergovernmental Agreement ("Agreement") is made and entered into this 16th day of February 2012, ("Effective Date"), by and between the City of Glendale ("Glendale"), a municipal corporation duly organized under the laws of the State of Arizona, and the City of Tempe ("Tempe"), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as "Parties" and individually as "Party." This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

A. Arizona Revised Statutes ("A.R.S."), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.

B. Tempe is empowered by Tempe City Charter Section 1.03 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Tempe.

C. There are 26 cities in Maricopa County, also known as the Central Region, that are collaborating to develop, equip, and train three All Hazards Incident Management Teams ("AHIMT") at the Type III level. The purpose of the AHIMT is to provide Incident Command Support during major emergency incidents and special events of significance for any community within the Central Region and Statewide as needed. The cities of Glendale, Phoenix, and Tempe, due to their geographical locations, have agreed to host the necessary equipment for their respective AHIMT, Westside, Central, and Eastside.

D. Tempe purchased miscellaneous equipment including numerous laptop computers, associated equipment, printers, generators, portable office equipment, two hook-lift type trucks, and two hook-lift type containers as a part of this program. The

invoices for all of the equipment purchased by Tempe on behalf of the AHIMT, along with the costs associated with the purchase of this equipment ("Equipment") are attached hereto as *Exhibit A*.

E. The Equipment was purchased with the use of funds secured from both the 2009 and 2010 State Homeland Security Grant Program ("SHSGP") under grants 09-AZDOHS-HSGP-555214-01 and 10-AZDOHS-HSGP-777214-01 and with the understanding of the Department of Homeland Security and Tempe that a portion of the equipment purchased would be provided to the cities of Phoenix and Glendale for their respective fire departments to use as a part of maintaining their respective Central and Westside AHIMT response programs.

F. The Parties desire to enter into this Agreement with the understanding that this is the entire Agreement and with the understanding that each Party bears the sole and complete responsibility for the equipment they receive pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, Tempe and Glendale hereby mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the Parties with respect to the distribution by Tempe, through the Tempe Fire Department, of certain Equipment obtained by Tempe.
2. **Equipment.**
 - A. **Responsibility for and Use of Equipment.** A portion of the Equipment listed in *Exhibit A* with an approximate value of \$370,650 was transferred to the care, custody and control of the Glendale Fire Department for the use of the Westside AHIMT. Tempe maintains no control over said equipment and once the equipment has been transferred to the Glendale Fire Department, any responsibility for said Equipment will be solely that of Glendale. Glendale agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement, of the Equipment and will deal directly with the manufacturer of said Equipment in relation to any repairs, maintenance, replacements, and/or calibrations of said Equipment subject to any of the terms set forth herein. Glendale acknowledges and agrees that Tempe will not be responsible for any maintenance or replacement of, repairs to or calibrating any of the Equipment nor will Glendale seek reimbursement for any related costs from Tempe.

The use of the Equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by Tempe

with the Department of Homeland Security, a copy of which is attached hereto as **Exhibit B**. Glendale agrees to comply with all of the conditions set forth in that agreement.

- B. Equipment Inspection. Glendale agrees to make the Equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The parties agree and understand that Tempe will not retake possession of the Equipment for any said monitoring and auditing nor will Tempe or any of its employees, agents, departments or any other representative of Tempe be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the Equipment transferred to Glendale.
 - C. Disposition of Equipment. Should Glendale determine that it no longer needs said Equipment or wants to discontinue use of said Equipment, Glendale shall follow the mandates set forth in **Exhibit B** and request in writing disposition instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft, destruction or loss of the Equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms of **Exhibit B**.
 - D. Notice to Tempe. Glendale recognizes that the Tempe Fire Department is keeping a master list of the Equipment distributed to all cities solely for tracking purposes. Glendale agrees to notify the Tempe Fire Department of any theft, destruction or loss of the Equipment set forth herein.
3. **Payment**. Glendale is not required to pay Tempe for the Equipment received by Glendale under the terms of this Agreement. Rather, Tempe has been reimbursed for the cost of the Equipment by a grant secured from the Department of Homeland Security.
4. **Transactional Conflict of Interest**. All parties hereto acknowledge that this Agreement is subject to cancellation by the Parties pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
5. **Indemnification**.
- A. Indemnification. Glendale agrees to indemnify, defend, save and hold harmless Tempe, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, 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 use of the Equipment transferred hereunder, unless such Claims were solely caused by Tempe's negligence or intentional conduct. This would include any claims related to the failure of the Equipment to perform properly.

B. Survival. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

6. **Warranties and/or Guarantees.** The Parties understand that Tempe has not, will not, and is not required to, perform any independent testing of the Equipment provided to Glendale under the terms of this Agreement and Tempe in no way provides any warranties or guarantees as to the Equipment provided herein. Any warranties or guarantees that may attach to said Equipment are limited to those warranties or guarantees provided by the manufacturer of the Equipment to the purchaser of the Equipment.

7. **Interpretation of Agreement.**

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

B. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both Parties.

C. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals contained herein.

D. Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the Party to be bound thereby.

E. Relationship of the Parties. Neither Party shall be deemed to be an employee or agent of the other Party to this Agreement.

F. Days. Days shall mean calendar days.

G. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of this Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of the other Party in an attempt to reach an agreement on a substitute provision.

8. **Authority.** Tempe and Glendale each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement.

9. **Notices.** Any notice, consent or other communication or modification ("Notice") required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the Notice shall be deemed to have been given.

For the City of Glendale: City of Glendale Fire Department
Valeri Eddings, Deputy Chief
5800 West Glenn Drive, Suite 350
Glendale, AZ 85340

With a copy to:
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

For the City of Tempe: Tempe City Fire Department
Special Operations Deputy Chief
P.O. Box 5002
Tempe, Arizona 85280-5002

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF GLENDALE a
municipal corporation

By: Ed Beasley

Name: Ed Beasley

Its: City Manager

Date: 4-3-12

ATTEST:

Dawn McCracken for
City Clerk

CITY OF TEMPE, a
municipal corporation

By: Hugh Hallman

Name: Hugh Hallman

Its: Mayor

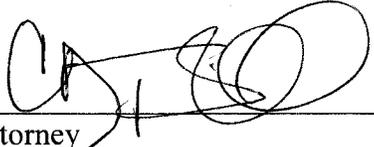
Date: February 16, 2012

ATTEST:

Bonette M. King
City Clerk

APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.



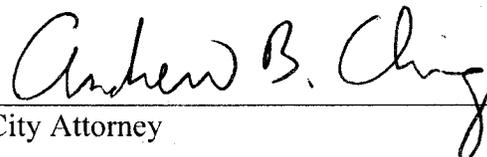
City Attorney

3.29.12

Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF TEMPE and (ii) as to the City of Tempe only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.



City Attorney

February 16, 2012

Date

Exhibit A

INVOICES FOR EQUIPMENT PURCHASED BY CITY OF TEMPE
UTILIZING GRANT MONEY FOR THE AHIMT

Exhibit B

ARIZONE DHS SUBGRANTEE AGREEMENT

09-AZDOHS-HSGP-555214-01

10-AZDOHS-HSGP-777214-01

*TOM
AB DOTY
ROB*

204924

COD?NNNNNNNNNNNNNNN COD?NNNNNNNNNNNNNNN COD?NNNNNNNNNNNNNNN COD?NNNNNNNNNNNNNNN
 == PACKING LIST == APP POWER CENTER ==
 TERMS: NET 25TH Pick/Pack No.: 128565
 Bill-To: 6976 C.O.D. #NNNNJ Ship-To: CITY OF TEMPE FIRE DEPT Date: 05.03.10
 CITY OF TEMPE FIRE DEPT 8:10 AM
 **PO # OR C.C # REQUIRED **PO # OR C.C # REQUIRED
 P.O. BOX 5002 TEMPE, AZ 85280 TEL: 858-7252/7245 858-7252/7245
 TEMPE, AZ 85280
 Orig. Date: 04.30.10 Page: 1
 Sales Person: 10

PD
 PO 204924 Tax Exempt:

QUANTITY	ITEM NUMBER	DESCRIPTION	FLEET	NET	EXTENDED
SEE US ON THE WEB WWW.ALLPRODUCTSDISTRIBUTING.COM WWW.APPPOWERCENTER.COM					
9.00	EU2000	SUPER QUIET GEN SET	1306.67	854.56	7691.04 Y
9.00	08602-207-000AH	500 WATT LITE RT, EU2	573.46	544.79	4903.11 Y
6.00	EB5000XKA - DIESEL	HD GENSET W/BFCI	2483.33	1624.10	9744.60 Y
S/N		RECEIVED OR DELIVERED	0.00	0.00	0.00 N

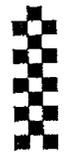
EU2000 Ser #
 1933711 1933712
 1933710 1933709
 1933706 1933703
 1933714 1933703
 1933713
 1933707

EB5000 DIESEL (XX)
1047495
1044954

Signed *Sheila Leedy* PRINT NAME *SHEILA LEEDY* Date *5-3-10*

ALL ITEMS REMAIN THE PROPERTY OF THE SELLER UNTIL INVOICE IS PAID IN FULL.
 ALL POWER EQUIPMENT SALES ARE FINAL, NO RETURNS ON ELECTRICAL OR USED OR PARTS
 THAT HAVE BEEN INSTALLED. OTHER RETURNS MUST BE MADE WITHIN 30 DAYS. 20% RESTOCK
 CHARGE IS MINIMUM. Any warranties are strictly those of the manufacturer. Buyer
 not entitled to recover from us damages to property loss of income or any other
 incidental loss or damages. Buyer agrees to pay any legal fees related to the
 collection of this amount. Past due amounts charged 2% monthly. By acceptance of
 this document buyer agrees to all terms of sale. INVOICE REQUIRED FOR RETURNS.

APP POWER CENTER 412 WEST GEMINI DRIVE TEMPE, AZ 85283-1709 VOICE: (480) 838-7472 FAX: (480) 838-1373 TOLL FREE: (800) 268-7894	Subtotal : 22338.75 Sales Tax : 1809.44 Freight : 0.00 Order Total : 24148.19
TERMS: OPEN ACCTS NET 30 DAYS	May 11 2010 3:32PM





Invoice 32767

for City of Tempe
Page 1 of 2

Print Date 05/26/2010

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Inside Sales Rep: Karen Leonard
Email: karenl@pcsmobile.com
Phone: 480-539-4590
Fax: 480-539-4589

Customer:
City of Tempe
53 S. Priest Dr. Bldg G
Tempe, AZ 85281

Salesperson: Dan Allen
Email: dana@pcsmobile.com

Customer	F.O.B.	Contract	
TEM001	Origination	PQ # 200904	NIPA - 073103

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	CF-74JDMBD2M	2.4G,13.3" Touch,2G,160G,802.11,multi,WinXP,BT,p	20	3576.61	71532.2
2	CF-SVCLTNFSY	PANASONIC TOUGHBOOK PROTECTION PLUS (5 YEARS)	20	840	16800
3	CF-VZSU43AU	NEW CF-74 Battery	40	173	6920
		(Laptops)			
				Quote Sub Total	\$95,252.20
				Tax 8.3%	\$7,711.70
				Quote Total	\$102,963.90

Notes

Manufacturers Warranty and Protection Plus covering unintentional end user damage set to expire May 26, 2015.

Serial #s

0AKSA70027 0AKSA69989 9JKSA68557 0AKSA70033 0AKSA70064 0AKSA69966 9JKSA68576 0AKSA70042 0AKSA70032
0AKSA70034 0AKSA68973 0AKSA70026 0AKSA70020 0AKSA69981 0AKSA70051 0AKSA70044 9JKSA68572 0AKSA69966
0AKSA70076 0AKSA70023

REQUISITION: 200904
REC'D (OK TO PAY): _____
SUPERVISOR: [Signature]
DATE: 6/9/10

www.pcsmobile.com



pcs mobile

Invoice 060810

for: City of Tempe
Page 1 of 2

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Print Date 06/08/2010

Inside Sales Rep: Karen Leonard
Email: karen@pcsmobile.com
Phone: 480-539-4590
Fax: 480-539-4589

Customer:
City of Tempe
53 S. Priest Dr. Bldg G
Tempe, AZ 85281

Salesperson: Dan Allen
Email: dana@pcsmobile.com

Created By: Karen Leonard

Customer	PO #	F.O.B.	Terms	Contract
TEM001	206112	Origination	NET 30	NIPA 073103

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	CF-AASB03AM	120W AC Adaptor for CF51MK3/CF74 *replaces:CF-AA1683AM*	10	73.86	738.6
		(Batteries)			
				Quote Sub Total	\$738.60
				Tax 8.3%	\$61.30
				Quota Total	\$799.90

Notes

Manufacturers warranty expires 06/08/2011

REQUISITION: 206112

REC'D (OK TO PAY): _____

SUPERVISOR: [Signature]

DATE: 6/9/10

www.pcsmobile.com

TECHDEPOT

by Office DEPOT.

Invoice

Customer ID: 050321555

Invoice #: B10033624V1

BNI to:

CITY OF TEMPE ITD
STEVEN SMITH
20 EAST 6TH ST.
PO BOX 5002
TEMPE AZ 85280

Ship to:

CITY OF TEMPE ITD
STEVE SMITH
53 SOUTH PRIEST, BUILDING "G"
ITD DEPT TELECOMMUNICATIONS
TEMPE AZ 85281



Invoice Date	Customer PO	Invoice Order	Ship Method	Terms	Due Date
3/12/2010	0000202492	B10033624	UPSGROUND	NET30	4/11/2010

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
G2277940	TARGUS RAKGEAR SLAM BACKPACK (Backpacks)	20	\$43.33	\$866.60
		REQUISITION:	202492	
		REQ'D (OK TO PAY):		
		SUPERVISOR:	<i>[Signature]</i>	
		DATE:	3/25/10	

Please Remit to:
PO Box 33074
Hartford, CT 06150-3074
tel (800) 937-3559

Please include invoice # on all remittances.

Subtotal:	\$866.60
Discount:	\$0.00
Shipping & Handling:	\$0.00
Sales Tax:	\$48.53
Misc:	\$0.00
Invoice Total:	\$915.13
Payment Amount:	\$0.00
Total Amount Due:	\$915.13

THANK YOU FOR YOUR ORDER!

Solutions4SURE.com (dba Tech Depot) is a Corporation. Federal Taxpayer Identification (TIN or FEIN#) #061526627

Invoice #	Invoice Reference	Invoice Date
4726012	27752548 - 001	3/02/10
Ship Date	Due Date	Total Amount (USD)
3/02/10	4/01/10	8227.68

Remit Payment to:
HEWLETT-PACKARD COMPANY
 13207 Collections Center Drive
 Chicago, IL 60693
 D-U-N-S: 00-912-2532
 FED ID#: 94-1081436



Purchase Order #	Customer Number	Contract Name	Contract Number
201349	G29310	AZ - STATE OF ARIZONA (WSCA/NASPO)	ADSP010-00000005
CR / DR Authorization #	Payment Terms	Sales Order #	Order Date
	NET 30 DAYS GOV	27752548	2/18/10
		Carrier	Freight Terms
		EAGLEAIR	FOB Destination
			Page
			1 of 1

Bill to:

G.1.1650 1 MS 0.362 52166511 ps 1 of 1 g HPV



CITY OF TEMPE
 ITD TELECOMMUNICATIONS
 53 S PRIEST DR BLDG G B LESURF
 TEMPE AZ 85281-2430

PO# 201349

Ship to:

CITY OF TEMPE
 ITD TELECOMM
 53 S PRIEST DR, BLDG G
 TEMPE AZ 85281

PO# 201349

Line Number	Order Quantity	Backorder Quantity	Shipped Quantity	Product #	Product Description	Unit Price (USD)	Extended Price (USD)
001	20		20	UG073E	HP 3y Nbd Exch Aio/Mobile OJ prtr -H	72.00	1440.00
002	40		40	C8363WN#140	HP 97 NAM Tricolor Print Cng	39.00	1580.00
003	40		40	C8785WN#140	HP 94 NAM Black Print Cng	23.00	920.00
004	20		20	CB026A#B1H	HP Officejet H470 SER #: CN9B72814B ✓ CN9B0281VP SER #: CN9B0281V4 CN9B0281SH SER #: CN9B0281S5 CN9B0281SZ SER #: CN9BP281CZ ✓ CN9BM282ZZ SER #: CN9BM281XG CN9BM282CG SER #: CN9BM282PW CN9BM282TF SER #: CN9BM2824H CN9BM282NW SER #: CN9BM2824N CN9BM2821W SER #: CN9BM28217 CN9BM2829T SER #: CN9BM281XD CN9BM28223	179.00	3580.00
005	20		20	Q6264A	HP USB 2.0 A-B 6 Foot Printer Cable care pack email registration sent to ANGELA.GRENDA@WWT.COM Track#: EAGLE AIR 4 DAY EAGLE AIR 4 DAY Track#: EAGLE AIR 4 DAY EAGLE AIR 4 DAY	13.00	260.00
(Printers)						REQUISITION: 201349	
						REC'D (OK TO PAY):	
						SUPERVISOR: <i>[Signature]</i>	
						INQUIRIES TO: (800)727-2472	
						DATE: 4/7/10	
						SALES TAX	467.68
						TOTAL USD	8227.68

TERMS: Payment terms are NET 30. The sale and delivery of the product and/or service listed on this invoice are subject to Hewlett-Packard Company's standard sales terms and conditions in effect at the time the product or service is ordered. Any variance from these terms and conditions will be effective only if agreed to in writing by Hewlett-Packard prior to the time the product or service is ordered.

PRICES: All orders will be billed at prices in effect at the time of the shipment.

RETURNS & REFUNDS: Exchanges or returns must be requested within 30 days of receipt of your shipment. All returns require prior approval and a return authorization number (RMA). REFUNDS authorized returns or returns without a RMA number may be refused. Opened software and any purchases subject to abuse are not eligible for return. Freight charges are non-refundable. After receipt and inspection of returned merchandise, credit will be issued.

CLAIMS: Claims for shortages, damages and invoice discrepancies must be made within 90 days of receipt. In case of shipping damage, please keep all packaging materials and damaged merchandise in the original outside shipping container. We will file a claim with the carrier and replace the item at no cost to you.
 PER FAR NO 49-232-25, IN CASE OF DEFECTIVE INVOICE PLEASE NOTIFY THE FOLLOWING: Hewlett-Packard Company, Attn: OEM Customer Service, 10810 Fennell Drive, Omaha, NE 68154
 Phone: 1-800-727-2472

HPV61E



Final Details for Order #105-3248237-9478606

Print this page for your records.

Order Placed: February 3, 2010
Amazon.com order number: 105-3248237-9478606
Order Total: \$711.93

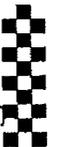
Shipped on February 3, 2010	
Items Ordered	Price
3 of: <i>Garmin 4.3-Inch Carrying Case</i> Condition: New Sold by: Amazon.com, LLC	\$14.96
3 of: <i>Garmin nüvi 755/755T 4.3 Inch Portable GPS Navigator with Traffic</i> Condition: New Sold by: Amazon.com, LLC	\$196.90
3 of: <i>Garmin Portable Friction Mount</i> Condition: New Sold by: Amazon.com, LLC	\$25.45
Shipping Address: ROBERT HARRIS 3031 S. HARDY DR TEMPE, AZ 85282 United States	Item(s) Subtotal: \$711.93 Shipping & Handling: \$0.00 ----- Total Before Tax: \$711.93 Sales tax: \$0.00 -----
Shipping Speed: Two-Day Shipping	Total for this Shipment: \$711.93 -----

Payment Information	
Payment Method: MasterCard Last digits: 5990	Item(s) Subtotal: \$711.93 Shipping & Handling: \$0.00 -----
Billing Address: CITY OF TEMPE PO BOX 5002 TEMPE, AZ 85281 United States	Total Before Tax: \$711.93 Estimated Tax: \$0.00 ----- Grand Total: \$711.93

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2010, Amazon.com, Inc. or its affiliates



BoundTree

medical

Making Precious Minutes Count...™
5000 Tuttle Crossing Blvd
Dublin, OH 43016

PHONE: (800) 633-0523 FAX: (800) 257-5713
www.boundtree.com

*Each
EMs - billed
separately*

INVOICE

PLEASE REMIT TO:
BOUND TREE MEDICAL LLC
2400 RELIABLE PARKWAY
CHICAGO, IL 60686-0024

Invoice: 80464647

Page: 1

Date: 08/16/2010

Customer #: 205543

TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Ship To Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 1)	92810571	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	B/O	Unit Price	Ext Price
081290	BANDAGE ADHESIVE PLASTIC SHEER 1 IN X 3 IN 100/BX 12BX/CS	1	1	0	\$3.81	\$3.81 *
150062	BANDAGE MULTI-TRAUMA STERILE 12 IN X 30 IN 25/CS	2	2	0	\$1.91	\$3.82 *
080548	WOVEN GAUZE ROLL NON STERILE 4.5 IN X 147 IN 100RLS/CS	4	4	0	\$0.95	\$3.78 *
087773	GAUZE SPONGE, DERMACEA, STERILE 12 PLY 4 IN X 4 IN 2/PK 26PK/BX 24BX/CS	1	1	0	\$3.86	\$3.86 *
1216-01319	BOLIN CHEST SEAL 25EA/BX	1	1	0	\$17.93	\$17.93 *
150066K1	GAUZE OCCLUSIVE 3 IN X 9 IN 50/BX 4BX/CS	2	2	0	\$1.13	\$2.25 *
1214-91515	VASELINE CELOX HEMOSTATIC CLOTING AGENT 15 G POWDER 100EA/CS	3	3	0	\$15.59	\$46.77 *
710206	BURN DRESSING WATER JEL 2 IN X 6 IN 60/CT	2	2	0	\$3.02	\$6.05 *
710404	BURN DRESSING WATER JEL 4 IN X 4 IN 60/CS	2	2	0	\$3.59	\$7.18 *
900234	AMMONIA INHALANTS 10/BX 10BX/CS	1	1	0	\$5.48	\$5.48 *
660549	SPACE RESCUE BLANKET MYLAR FOIL 64 X 52 (120/CS)	2	2	0	\$2.14	\$4.28 *
533-MS-SPLINT	Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in, rolled	1	1	0	\$9.20	\$9.20 *
594001	RES-Q-VAC ADULT SOFT YANKAUER & PEDI 10FR CATH W/ FSP	1	1	0	\$85.00	\$85.00 *
170760	BLOOD PRESSURE UNIT ADULT LATEX FREE	1	1	0	\$29.88	\$29.88 *
540300	BLACK PROSPHYG 760 ORANGE TUBING STETHOSCOPE DUALHEAD BLACK 60/CS	1	1	0	\$7.02	\$7.02 *
415	PROSCOPE 670 THERMOMETER ADTEMP IV 415 DIGITAL ORAL & RECTAL	1	1	0	\$8.46	\$8.46 *
400018	THERMOMETER SHEATHS FOR ADTEMP 100/BX 50BX/CS	1	1	0	\$3.87	\$3.87 *
400015P	PENLIGHTS DISPOSABLE 6/PK 60PKS/CS	1	1	0	\$6.48	\$6.48 *
4000052	TRAUMA SHEAR RED 7 1/4 IN	1	1	0	\$5.54	\$5.54 *
D4150	CYLINDER OXYGEN WITH TOGGLE ALUMINUM D SIZE	1	1	0	\$72.08	\$72.08 *
D2301	REGULATOR 2 DISS 1 BARB 0-25 L	1	1	0	\$103.10	\$103.10 *
020634	BARBED FITTING PLASTIC 50/CS	2	2	0	\$0.72	\$1.44 *
020008	AIRWAY KIT IN A PLASTIC CASE INCLUDES SIZES 1-6 BTM/HUDSON	1	1	0	\$11.97	\$11.97 *
028055	NASOPHARYNGEAL AIRWAY - NPA - SET LATEX OF FREE INCLUDES SIZES 20-24-28-32 AND 36 FR	1	1	0	\$24.44	\$24.44 *
180028	RUSCH EASY TUBE 28 FRENCH 4/BX	1	1	0	\$50.00	\$50.00
180041	RUSCH EASY TUBE 41 FRENCH 4/BX	1	1	0	\$60.00	\$60.00

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CHICAGO, IL 60686-0024

Invoice: 80464647
Page: 2
Date: 08/16/2010
Customer#: 205543
TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms		
2394 (FA KIT 1)	92810671	J DREYER	DELIVER NF	08/16/2010	NET 30		
Item Number	Description	Ordered	Shipped	QTY	UNIT PRICE	EXT PRICE	
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 35 cc syringe, lube jelly packet	1	1	0	\$42.50	\$42.50 *	
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 35 cc syringe, lube jelly packet	1	1	0	\$42.50	\$42.50 *	
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60 cc syringe, lube jelly packet	1	1	0	\$40.00	\$40.00 *	
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, lube jelly packet	1	1	0	\$40.00	\$40.00 *	
477-KLTD215EA	Supraglottic airway kit, LT-D, purple, size 5, adult 6 ft and up, tube, 60 cc syringe, lube jelly	1	1	0	\$40.00	\$40.00 *	
R6014	MASK POCKET RSQ 10/CS	1	1	0	\$8.53	\$8.53 *	
530024	CARBON DIOXIDE (CO2) DETECTOR 24/CS EASY CAP	1	1	0	\$11.00	\$11.00 *	
530025	CARBON DIOXIDE (CO2) DETECTOR PEDIATRIC 24/CS PEDI-CAP	1	1	0	\$11.00	\$11.00 *	
020500	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *	
020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *	
520-211	SPUR II ADULT BVM W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1	1	0	\$10.61	\$10.61 *	
530-213	SPUR II PEDIATRIC BVM W/ TODDLER MASK 12/CS	1	1	0	\$15.38	\$15.38 *	
411007	MASK REBREATHAR ELONGATED ADULT 50/CS	2	2	0	\$1.59	\$3.19 *	
411011	MASK REBREATHAR ELONGATED PEDIATRIC 50/CS 001287	2	2	0	\$2.00	\$4.00 *	
A010146	MASK HIGH CONCENTRATION VINYL ADULT 50/CS	2	2	0	\$1.51	\$3.02 *	
411058	MASK NON-REBREATHAR HIGH CONCENTRATION PEDIATRIC, ELONGATED, 7 FT TUBING 50/CS	2	2	0	\$2.00	\$4.00 *	
410108	MASK TOTAL NON-REBREATHAR ADULT 50/CS	1	1	0	\$1.59	\$1.59 *	
411100	NASAL CANNULA NONFLARED ADULT, WITH ELASTIC HEADBAND 50/CS	2	2	0	\$3.28	\$6.55 *	
021101	NASAL CANNULA WITH HEADBAND, NON-FLARED PEDIATRIC 50/CS	2	2	0	\$2.15	\$4.30 *	
410336	NASAL CANNULA W/TUBING, INFANT, ELASTIC HEADBAND, STRAIGHT TIP W/UNIVERSAL CONNECTOR 50/CS	1	1	0	\$2.24	\$2.24 *	
D6146	TUBING OXYGEN SUPPLY STANDARD CONNECTOR 7 FT 50/CS	1	1	0	\$0.58	\$0.58 *	
020611	TUBING CONNECTOR OXYGEN 50/CS 001811	2	2	0	\$0.42	\$0.85 *	
412033	NEBULIZER WITH ADULT AEROSOL MASK AND 7 FT TUBING 50/CS MISTY MAX 10	1	1	0	\$2.38	\$2.38 *	
020600	NEBULIZER WITH TEE 7 FT TUBING AND MOUTHPIECE MISTY MAX 10 50/CS	1	1	0	\$1.95	\$1.95 *	

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Invoice# 80464647
Page 3
Date 08/18/2010
Customer# 205543
TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Ship Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 1)	92810571	J DREYER	DELIVER NF	08/18/2010	NET 30	
Item Number	Description	Order Qty	Shipped	B/O	Unit Price	Ext Price
351002	INTRAVENOUS (IV) ADMINISTRATION SET SELEC-3 80 IN 48/CS BIOMEDIX	3	3	0	\$6.57	\$16.71 *
601323	SODIUM CHLORIDE 0.9% 500ML 24EA/CS BAXTER 2B1323Q	3	3	0	\$2.52	\$7.56
351200	INTRAVENOUS (IV) START KIT WITH LATEX TOURNIQUET 100/CS	3	3	0	\$1.58	\$4.75 *
355141	CATHETER INTRAVENOUS (IV) SAFETY VIALON 14 GAUGE X 1.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355161	CATHETER INTRAVENOUS (IV) SAFETY VIALON 16 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355181	CATHETER INTRAVENOUS (IV) SAFETY VIALON 18 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
356201	CATHETER INTRAVENOUS (IV) SAFETY VIALON 20 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
354221	CATHETER INTRAVENOUS (IV) SAFETY VIALON 22 GAUGE X 1 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$3.29	\$19.78 *
353241	IV SAFETY VIALON 24 G X 0.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
620005	SYRINGE ONLY LUER LOCK 5CC 100/BX	2	2	0	\$0.24	\$0.48 *
620010	SYRINGE ONLY LUER LOCK 10CC 100/BX	2	2	0	\$0.26	\$0.52 *
400125	MUCOSAL ATOMIZATION DEVICE (MAD) WITHOUT SYRINGE LATEX FREE 100/CS	1	1	0	\$3.71	\$3.71 *
625117	NEEDLE FILTER 18 GAUGE X 1.5 IN 5 MICRON FILTER 100/BX 10BX/CS	2	2	0	\$0.41	\$0.83 *
290970	SHARPS SHUTTLE WITH LOCKING MECHANISM, 1.5 IN X 6.5 IN INSIDE LENGTH 24EA/CS, TRANSPORTABLE, RED TOP	1	1	0	\$2.58	\$2.58 *
E6251	GLUCOSE TEST STRIPS 50/BX 12BX/CS PRECISION XTRA	1	1	0	\$42.95	\$42.95 *
179837	NEW PRECISION XTRA GLUCOSE METER METER ONLY	1	1	0	\$0.00	\$0.00
9550	NONIN PULSE OXIMETER 9550 ONYX II W/ CASE, 12/BX	1	1	0	\$314.10	\$314.10 *

* Indicates that sales tax was applied to this item.



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Invoice# 80464648
Page 1
Date 08/16/2010
Customer# 205543
TIN# 31-1739487

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FIRE MAINTENANCE-CITY OF TEMPE
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TEMPE, AZ 85282-3321

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3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms		
2394 (FA KIT 2)	92810832	J DREYER	DELIVER NF	08/16/2010	NET 30		
Item Number	Description	Ordered	Shipped	B/O	Unit Price	Ext Price	
081290	BANDAGE ADHESIVE PLASTIC SHEER 1 IN X 3 IN 100/BX 12BX/CS	1	1	0	\$3.81	\$3.81	*
150062	BANDAGE MULTI-TRAUMA STERILE 12 IN X 30 IN 25/CS	2	2	0	\$1.91	\$3.82	*
080545	WOVEN GAUZE ROLL NON STERILE 4.5 IN X 147 IN 100RLS/CS	4	4	0	\$0.95	\$3.76	*
087773	GAUZE SPONGE, DERMACEA, STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/BX 24BX/CS	1	1	0	\$3.86	\$3.86	*
1215-01319	BOLIN CHEST SEAL 26EA/BX	1	1	0	\$17.93	\$17.93	*
150066K1	GAUZE OCCLUSIVE 3 IN X 9 IN 50/BX 4BX/CS	2	2	0	\$1.13	\$2.25	*
1214-91515	VASELINE CELOX HEMOSTATIC CLOTTING AGENT 15 G POWDER 100EA/CS	3	3	0	\$15.59	\$46.77	*
710206	BURN DRESSING WATER JEL 2 IN X 6 IN 60/CT	2	2	0	\$3.02	\$6.05	*
710404	BURN DRESSING WATER JEL 4 IN X 4 IN 60/CS	2	2	0	\$3.59	\$7.18	*
900234	AMMONIA INHALANTS 10/BX 10BX/CS	1	1	0	\$5.48	\$5.48	*
680549	SPACE RESCUE BLANKET MYLAR FOIL 84 X 62 (120/CS)	2	2	0	\$2.14	\$4.28	*
633-MS-SPLINT	Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled	1	1	0	\$9.20	\$9.20	*
594001	RES-Q-VAC ADULT SOFT YANKAUER & PEDI 10FR CATH W/ FSP	1	1	0	\$85.00	\$85.00	*
170760	BLOOD PRESSURE UNIT ADULT LATEX FREE	1	1	0	\$29.88	\$29.88	*
540300	BLACK PROSPHYG 760 ORANGE TUBING	1	1	0	\$7.02	\$7.02	*
415	STETHOSCOPE DUALHEAD BLACK 50/CS PROSCOPE 670	1	1	0	\$8.46	\$8.46	*
400018	THERMOMETER ADTEMP IV 415 DIGITAL ORAL & RECTAL	1	1	0	\$3.87	\$3.87	*
400016P	THERMOMETER SHEATHS FOR ADTEMP 100/BX 50BX/CS	1	1	0	\$6.48	\$6.48	*
4000052	PENLIGHTS DISPOSABLE 6/PK 60PKS/CS	1	1	0	\$5.54	\$5.54	*
D4150	TRAUMA SHEAR RED 7 1/4 IN	1	1	0	\$72.08	\$72.08	*
D2301	CYLINDER OXYGEN WITH TOGGLE ALUMINUM D SIZE	1	1	0	\$103.10	\$103.10	*
020834	REGULATOR 2 DISS 1 BARB 0-25 L	1	1	0	\$0.72	\$1.44	*
020008	BARBED FITTING PLASTIC 50/CS	2	2	0	\$11.97	\$11.97	*
028055	AIRWAY KIT IN A PLASTIC CASE INCLUDES SIZES 1-8 BTM/HUDSON	1	1	0	\$24.44	\$24.44	*
180028	NASOPHARYNGEAL AIRWAY - NPA - SET LATEX OF FREE INCLUDES SIZES 20-24-26-28-32 AND 36 FR	1	1	0	\$50.00	\$50.00	*
180041	RUSCH EASY TUBE 28 FRENCH 4/BX	1	1	0	\$50.00	\$50.00	*
	RUSCH EASY TUBE 41 FRENCH 4/BX	1	1	0	\$50.00	\$50.00	*



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Customer#: 205543
TIN#: 31-1739487

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FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
3031 S HARDY DR
ROB HARRIS
TEMPE, AZ 86282-3321

Item Number	Description	Quantity	Unit Price	Total Price
2394 (FA KIT 2)	92810832 J DREYER	DELIVER NF	08/16/2010	NET 30
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 35 cc syringe, lube jelly packet	1	\$42.50	\$42.50 *
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 35 cc syringe, lube jelly packet	1	\$42.50	\$42.50 *
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60 cc syringe, lube jelly packet	1	\$40.00	\$40.00 *
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, lube jelly packet	1	\$40.00	\$40.00 *
477-KLTD215EA	Supraglottic airway kit, LT-D, purple, size 5, adult 6 ft and up, tube, 60 cc syringe, lube jelly	1	\$40.00	\$40.00 *
R5014	MASK POCKET RSQ 10/CS	1	\$6.53	\$6.53 *
530024	CARBON DIOXIDE (CO2) DETECTOR 24/CS EASY CAP	1	\$11.00	\$11.00 *
530025	CARBON DIOXIDE (CO2) DETECTOR PEDIATRIC 24/CS PEDI-CAP	1	\$11.00	\$11.00 *
020500	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	1	\$4.00	\$4.00 *
020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	1	\$4.00	\$4.00 *
520-211	SPUR II ADULT BVM W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1	\$10.61	\$10.61 *
530-213	SPUR II PEDIATRIC BVM W/ TODDLER MASK 12/CS	1	\$15.38	\$15.38 *
411007	MASK REBREATHER ELONGATED ADULT 50/CS	2	\$1.59	\$3.19 *
411011	MASK REBREATHER ELONGATED PEDIATRIC 50/CS 001267	2	\$2.00	\$4.00 *
A010146	MASK HIGH CONCENTRATION VINYL ADULT 50/CS	2	\$1.51	\$3.02 *
411058	MASK NON-REBREATHER HIGH CONCENTRATION PEDIATRIC, ELONGATED, 7 FT TUBING 50/CS	2	\$2.00	\$4.00 *
410108	MASK TOTAL NON-REBREATHER ADULT 50/CS	1	\$1.59	\$1.59 *
411100	NASAL CANNULA NONFLARED ADULT, WITH ELASTIC HEADBAND 50/CS	2	\$3.28	\$6.55 *
021101	NASAL CANNULA WITH HEADBAND NON-FLARED PEDIATRIC 50/CS	2	\$2.15	\$4.30 *
410336	NASAL CANNULA W/TUBING, INFANT, ELASTIC HEADBAND, STRAIGHT TIP W/UNIVERSAL CONNECTOR 50/CS	1	\$2.24	\$2.24 *
D6146	TUBING OXYGEN SUPPLY STANDARD CONNECTOR 7 FT 50/CS	1	\$0.58	\$0.58 *
020611	TUBING CONNECTOR OXYGEN 50/CS 001811	2	\$0.42	\$0.85 *
412033	NEBULIZER WITH ADULT AEROSOL MASK AND 7 FT TUBING 50/CS MISTY MAX 10	1	\$2.38	\$2.38 *
020600	NEBULIZER WITH TEE 7 FT TUBING AND MOUTHPIECE MISTY MAX 10 50/CS	1	\$1.95	\$1.95 *



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 TIN# 31-1739487

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 TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
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 ROB HARRIS
 TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Sales Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 2)	92810832	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	B/O	Unit Price	Amount
351002	INTRAVENOUS (IV) ADMINISTRATION SET SELEC-3 80 IN 48/CS BIOMEDIX	3	3	0	\$5.57	\$16.71 *
601323	SODIUM CHLORIDE 0.9% 500ML 24EA/CS BAXTER 2B1323Q	3	3	0	\$2.52	\$7.56
351200	INTRAVENOUS (IV) START KIT WITH LATEX TOURNIQUET 100/CS	3	3	0	\$1.58	\$4.75 *
355141	CATHETER INTRAVENOUS (IV) SAFETY VIALON 14 GAUGE X 1.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355161	CATHETER INTRAVENOUS (IV) SAFETY VIALON 16 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355181	CATHETER INTRAVENOUS (IV) SAFETY VIALON 18 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355201	CATHETER INTRAVENOUS (IV) SAFETY VIALON 20 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
354221	CATHETER INTRAVENOUS (IV) SAFETY VIALON 22 GAUGE X 1 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$3.29	\$19.76 *
353241	IV SAFETY VIALON 24 G X 0.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
620005	SYRINGE ONLY LUER LOCK 5CC 100/BX	2	2	0	\$0.24	\$0.49 *
620010	SYRINGE ONLY LUER LOCK 10CC 100/BX	2	2	0	\$0.26	\$0.52 *
400125	MUCOSAL ATOMIZATION DEVICE (MAD) WITHOUT SYRINGE LATEX FREE 100/CS	1	1	0	\$3.71	\$3.71 *
625117	NEEDLE FILTER 18 GAUGE X 1.5 IN 5 MICRON FILTER 100/BX 10BX/CS	2	2	0	\$0.41	\$0.83 *
290970	SHARPS SHUTTLE WITH LOCKING MECHANISM, 1.5 IN X 6.5 IN INSIDE LENGTH 24EA/CS, TRANSPORTABLE, RED TOP	1	1	0	\$2.68	\$2.68 *
E6251	GLUCOSE TEST STRIPS 50/BX 12BX/CS PRECISION XTRA	1	1	0	\$42.95	\$42.95 *
179837	NEW PRECISION XTRA GLUCOSE METER METER ONLY	1	1	0	\$0.00	\$0.00
9550	NONIN PULSE OXIMETER 9550 ONYX II W/ CASE, 12/BX	1	1	0	\$314.10	\$314.10 *

* Indicates that sales tax was applied to this item.

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Invoice: 80464649
Page: 1
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Customer #: 205543
TIN# 31-1739487

Ship To: SHIP001

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3031 S HARDY DR
TEMPE, AZ 85282-3321

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ROB HARRIS
TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Assoc. Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 3)	92810973	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	Qty	Unit Price	Ext Price
081290	BANDAGE ADHESIVE PLASTIC SHEER 1 IN X 3 IN 100/BX 128X/CS	1	1	0	\$3.81	\$3.81 *
150062	BANDAGE MULTI-TRAUMA STERILE 12 IN X 30 IN 25/CS	2	2	0	\$1.91	\$3.82 *
080645	WOVEN GAUZE ROLL NON STERILE 4.5 IN X 147 IN 100RLS/CS	4	4	0	\$0.95	\$3.78 *
087773	GAUZE SPONGE, DERMACEA, STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/BX 24BX/CS	1	1	0	\$3.88	\$3.88 *
1215-01319	BOLIN CHEST SEAL 26EA/BX	1	1	0	\$17.93	\$17.93 *
150066K1	GAUZE OCCLUSIVE 3 IN X 9 IN 50/BX 4BX/CS	2	2	0	\$1.13	\$2.25 *
1214-91515	VASELINE CELOX HEMOSTATIC CLOTTING AGENT 15 G POWDER 100EA/CS	3	3	0	\$15.59	\$46.77 *
710206	BURN DRESSING WATER JEL 2 IN X 6 IN 60/CT	2	2	0	\$3.02	\$6.05 *
710404	BURN DRESSING WATER JEL 4 IN X 4 IN 60/CS	2	2	0	\$3.59	\$7.18 *
900234	AMMONIA INHALANTS 10/BX 10BX/CS	1	1	0	\$5.48	\$5.48 *
060549	SPACE RESCUE BLANKET MYLAR FOIL 84 X 52 (120/CS)	2	2	0	\$2.14	\$4.28 *
533-MS-SPLINT	Flex-All splint, orange, bandable foam and aluminum splint, 4 in. x 36 in. rolled	1	1	0	\$9.20	\$9.20 *
594001	RES-Q-VAC ADULT SOFT YANKAUER & PEDI 10FR CATH W/ FSP	1	1	0	\$85.00	\$85.00 *
170760	BLOOD PRESSURE UNIT ADULT LATEX FREE	1	1	0	\$29.88	\$29.88 *
540300	BLACK PROSPHYG 760 ORANGE TUBING STETHOSCOPE DUALHEAD BLACK 50/CS	1	1	0	\$7.02	\$7.02 *
415	PROSCOPE 670 THERMOMETER ADTEMP IV 415 DIGITAL ORAL & RECTAL	1	1	0	\$8.46	\$8.46 *
400018	THERMOMETER SHEATHS FOR ADTEMP 100/BX 50BX/CS	1	1	0	\$3.87	\$3.87 *
400015P	PENLIGHTS DISPOSABLE 6/PK 60PKS/CS	1	1	0	\$6.48	\$6.48 *
4000052	TRAUMA SHEAR RED 7 1/4 IN	1	1	0	\$5.54	\$5.54 *
D4150	CYLINDER OXYGEN WITH TOGGLE ALUMINUM D SIZE	1	1	0	\$72.08	\$72.08 *
D2301	REGULATOR 2 DISS 1 BARB 0-25 L	1	1	0	\$103.10	\$103.10 *
020634	BARBED FITTING PLASTIC 50/CS	2	2	0	\$0.72	\$1.44 *
020006	AIRWAY KIT IN A PLASTIC CASE INCLUDES SIZES 1-6 BTM/HUDSON	1	1	0	\$11.97	\$11.97 *
028055	NASOPHARYNGEAL AIRWAY - NPA - SET LATEX OF FREE INCLUDES SIZES 20-24-26-28-32 AND 36 FR	1	1	0	\$24.44	\$24.44 *
180028	RUSCH EASY TUBE 28 FRENCH 4/BX	1	1	0	\$50.00	\$50.00
180041	RUSCH EASY TUBE 41 FRENCH 4/BX	1	1	0	\$50.00	\$50.00

BoundTree

medical

INVOICE

Making Precious Minutes Count...SM
 6000 Tuttle Crossing Blvd
 Dublin, OH 43016

PHONE: (800) 533-0523 FAX: (800) 257-5713
 www.boundtree.com

PLEASE REMIT TO:
BOUND TREE MEDICAL LLC
 244 RELIABLE PARKWAY
 CINCINNATI, OH 45222

Invoice# 80464649
 Page 2
 Date 08/16/2010
 Customer# 205543
 TIN# 31-1739487

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
 3031 S HARDY DR
 TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
 3031 S HARDY DR
 ROB HARRIS
 TEMPE, AZ 86282-3321

POY Number	SHIP ORDER NUMBER	Account Manager	Shipping Method	Ship Date	Payment Term	
2394 (FA KIT 3)	92810973	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	Qty	Unit Price	Ext Price
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 36 cc syringe, lube jelly packet	1	1	0	\$42.50	\$42.50 *
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 36 cc syringe, lube jelly packet	1	1	0	\$42.50	\$42.50 *
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60 cc syringe, lube jelly packet	1	1	0	\$40.00	\$40.00 *
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, lube jelly packet	1	1	0	\$40.00	\$40.00 *
477-KLTD215EA	Supraglottic airway kit, LT-D, purple, size 5, adult 6 ft and up, tube, 60 cc syringe, tube jelly	1	1	0	\$40.00	\$40.00 *
R5014	MASK POCKET RSQ 10/CS	1	1	0	\$6.53	\$6.53 *
530024	CARBON DIOXIDE (CO2) DETECTOR 24/CS EASY CAP	1	1	0	\$11.00	\$11.00 *
530025	CARBON DIOXIDE (CO2) DETECTOR PEDIATRIC 24/CS PEDI-CAP	1	1	0	\$11.00	\$11.00 *
020500	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *
020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	1	1	0	\$4.00	\$4.00 *
520-211	SPUR II ADULT BVM W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	1	1	0	\$10.61	\$10.61 *
530-213	SPUR II PEDIATRIC BVM W/ TODDLER MASK 12/CS	1	1	0	\$15.38	\$15.38 *
411007	MASK REBREATHER ELONGATED ADULT 60/CS	2	2	0	\$1.59	\$3.19 *
411011	MASK REBREATHER ELONGATED PEDIATRIC 60/CS 001287	2	2	0	\$2.00	\$4.00 *
A010148	MASK HIGH CONCENTRATION VINYL ADULT 50/CS	2	2	0	\$1.51	\$3.02 *
411058	MASK NON-REBREATHER HIGH CONCENTRATION PEDIATRIC, ELONGATED, 7 FT TUBING 60/CS	2	2	0	\$2.00	\$4.00 *
410108	MASK TOTAL NON-REBREATHER ADULT 60/CS	1	1	0	\$1.59	\$1.59 *
411100	NASAL CANNULA NONFLARED ADULT, WITH ELASTIC HEADBAND 50/CS	2	2	0	\$3.28	\$6.55 *
021101	NASAL CANNULA WITH HEADBAND NON-FLARED PEDIATRIC 50/CS	2	2	0	\$2.15	\$4.30 *
410336	NASAL CANNULA W/TUBING, INFANT, ELASTIC HEADBAND, STRAIGHT TIP W/UNIVERSAL CONNECTOR 60/CS	1	1	0	\$2.24	\$2.24 *
D6146	TUBING OXYGEN SUPPLY STANDARD CONNECTOR 7 FT 60/CS	1	1	0	\$0.58	\$0.58 *
020611	TUBING CONNECTOR OXYGEN 60/CS 001811	2	2	0	\$0.42	\$0.85 *
412033	NEBULIZER WITH ADULT AEROSOL MASK AND 7 FT TUBING 60/CS MISTY MAX 10	1	1	0	\$2.38	\$2.38 *
020800	NEBULIZER WITH TEE 7 FT TUBING AND MOUTHPIECE MISTY MAX 10 60/CS	1	1	0	\$1.95	\$1.95 *



INVOICE

Making Precious Minutes Count...™
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0623 FAX: (800) 257-5713
 www.boundtree.com

PLEASE REMIT TO
 BOUND TREE MEDICAL, LLC
 2004 RELIABLE PARKWAY
 CHICAGO, IL 60680-0024

Invoice: 80464649
 Page: 3
 Date: 08/16/2010
 Customer#: 205543
 TIN# 31-1739497

Ship To: SHIP001

FIRE MAINTENANCE-CITY OF TEMPE
 3031 S HARDY DR
 TEMPE, AZ 85282-3321

FIRE MAINTENANCE-CITY OF TEMPE
 3031 S HARDY DR
 ROB HARRIS
 TEMPE, AZ 85282-3321

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms	
2394 (FA KIT 3)	92810973	J DREYER	DELIVER NF	08/16/2010	NET 30	
Item Number	Description	Ordered	Shipped	B/O	Unit Price	Ext Price
351002	INTRAVENOUS (IV) ADMINISTRATION SET SELEC-3 80 IN 48/CS BIOMEDIX	3	3	0	\$5.57	\$16.71 *
601323	SODIUM CHLORIDE 0.9% 500ML 24EA/CS BAXTER 2B1323Q	3	3	0	\$2.52	\$7.56
351200	INTRAVENOUS (IV) START KIT WITH LATEX TOURNIQUET 100/CS	3	3	0	\$1.58	\$4.75 *
355141	CATHETER INTRAVENOUS (IV) SAFETY VIALON 14 GAUGE X 1.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355181	CATHETER INTRAVENOUS (IV) SAFETY VIALON 16 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355181	CATHETER INTRAVENOUS (IV) SAFETY VIALON 18 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
355201	CATHETER INTRAVENOUS (IV) SAFETY VIALON 20 GAUGE X 1.16 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
354221	CATHETER INTRAVENOUS (IV) SAFETY VIALON 22 GAUGE X 1 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$3.29	\$19.76 *
353241	IV SAFETY VIALON 24 G X 0.75 IN 50/BX 4BX/CS INSYTE AUTOGUARD	6	6	0	\$2.98	\$17.87 *
620005	SYRINGE ONLY LUER LOCK 5CC 100/BX	2	2	0	\$0.24	\$0.49 *
620010	SYRINGE ONLY LUER LOCK 10CC 100/BX	2	2	0	\$0.26	\$0.52 *
400126	MUCOSAL ATOMIZATION DEVICE (MAD) WITHOUT SYRINGE LATEX FREE 100/CS	1	1	0	\$3.71	\$3.71 *
625117	NEEDLE FILTER 18 GAUGE X 1.5 IN 5 MICRON FILTER 100/BX 10BX/CS	2	2	0	\$0.41	\$0.83 *
290970	SHARPS SHUTTLE WITH LOCKING MECHANISM, 1.5 IN X 6.5 IN INSIDE LENGTH 24EA/CS, TRANSPORTABLE, RED TOP	1	1	0	\$2.58	\$2.58 *
E6251	GLUCOSE TEST STRIPS 50/BX 12BX/CS PRECISION XTRA	1	1	0	\$42.95	\$42.95 *
179837	NEW PRECISION XTRA GLUCOSE METER METER ONLY	1	1	0	\$0.00	\$0.00
9560	NONIN PULSE OXIMETER 9550 ONYX II W/ CASE, 12/BX	1	1	0	\$314.10	\$314.10 *

* Indicates that sales tax was applied to this item.

This is your INVOICE

FID Number: 74-2618805
Sales Rep: JOSHUA GOSSETT
For Sales: (800)981-3355
Sales Fax: (800)433-6527
For Customer Service: (800)981-3355
For Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Customer Number: 010177821
Purchase Order: 201423
Order Number: 160894551
Order Date: 02/18/10
83 01 0 01 01 N

Invoice Number: XDN9KKK59

Invoice Date: 02/18/10
Payment Terms: NET DUE 30 DAYS
Due Date: 03/20/10
Shipped Via: UPS COMMERCIAL
Waybill Number:



SOLD TO:
#BWNHQPV
#0101 7782 15#

CITY OF TEMPE AZ
BRIGETTE LESURF

BLG G
63 S PRIEST DR
TEMPE AZ 85281-1243

SHIP TO:
STEVE SMITH
CITY OF TEMPE AZ
BLDG G 63 S PRIEST DR
TEMPE, AZ 85281-2430

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
3	3	224-8104	Dell M410HD Projector	EA	834.76	2,504.28
3	3	908-1467	*HW WRTY,PROJ M410HD,INIT	EA	0.00	0.00
3	3	908-1468	*HW WRTY,PROJ M410HD,EXT	EA	0.00	0.00
3	3	908-7632	*ADV EXCHANGE,PROJ M410HD,2YR E XT	EA	0.00	0.00
3	3	922-1600	*ADV EXCHANGE,PROJ M410HD,INIT	EA	0.00	0.00
		System Service Tags	HJB1LJ1, J1B1LJ1, BXB1LJ1			

(Projectors)

REQUISITION: 201423
REC'D (OK TO PAY)
SUPERVISOR: *[Signature]*
DATE: 3/1/10

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$26 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	2,504.28
Taxable	Tax:	
\$ 2,504.28	\$	185.31
ENVIRO FEE	\$	0.00
Invoice Total	\$	2,689.59



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL 60680-2816

Invoice Number: XDN9KKK59
Customer Name: CITY OF TEMPE AZ
Customer Number: 010177821
Purchase Order: 201423
Order Number: 160894551

Ship. &/or Handling	\$	0.00
Subtotal	\$	2,504.28
Taxable	Tax:	
\$ 2,504.28	\$	185.31
ENVIRO FEE	\$	0.00
Invoice Total	\$	2,689.59
	\$	
	\$	
Balance Due	\$	2,689.59
Amt. Enclosed	\$	

000XDN9KKK5900000002689598300101778210



1990 E. 3RD STREET
 TEMPE, AZ 85281
 480-968-0123

INVOICE NUMBER.: 403189
 INVOICE DATE.....: 06/10/2010
 CUSTOMER CODE: 1052

~~Voucher~~ Voucher 00501833
 RB 422330

Sold To:
 CITY OF TEMPE
 P O BOX 5002
 TEMPE, AZ 85281

Ship To: 2394
 CITY OF TEMPE
 3031 S HARDY
 TEMPE, AZ 85281
 480-858-7250

Customer P.O. #: 2394-7511
 Ship VIA.....: COMPANY TRUCK
 F.O.B.....: F.O.B
 Cust. Contact.....: ROB HARRIS
 Salesperson.....: Greg Fisher

Invoice Terms...: NET 30 DAYS
 Order Date.....: 06/10/2010 06:32
 Sales Order No.: 420990 -PO
 Type of Sale.....: CHARGE SALE
 Shipping Date....: 06/10/2010

Qty Ordered	Qty B/O	Qty Shipped	Product Code	Product Description	TAX	Unit Cost	Extended Price
8	0	8	TS700	STIHL 14IN GAS CUT-OFF SAW SN # 171901502 # 171908697 # 171908694 # 171901431 # 171901481 # 171901503 # 171901504 # 172096640	Y	993.85	7,950.80
8	0	8	PC1420	*14"DIAM FIRE/RESC BLADE 20M	Y	181.35	1,450.80
8	0	8	14SEG	*14"DIAM. BLADE 20M	Y	52.05	416.40
8	0	8	0000-900-4101	METAL CARRYING CASE	Y	290.20	2,321.60
4	0	4	DCX6210	36V COMBO KIT HAM.DRILL/SAWZAL	Y	578.60	2,314.40
8	0	8	DC9360	36V BATTERY PACK	Y	159.00	1,272.00
				MUST BE DEL COMPLETE SEE PAT o			
						Taxable Sub-Total	15,726.00
						Sales Tax 9.10 %Tax Amount	1,431.07
						INVOICE TOTAL	17,157.07

AZ. LIC# PRINT NAME
 DEL COMPLETE WITH 420997 ROB HARRIS 480-858-7250
 BILLED COMPLETE *SHIPPED SHORT ONE METAL CARRYING CASE*
 REC'D _____

cheaper to purchase DeWalt combo kit on drills and sawzalls than individually

Reg = 0000208471
 0008153589

CASETECH™

Reusable Shipping Cases

441 South 48th St., Suite 106
 Tempe, AZ 85281
 480-671-9405 - phone
 www.4CaseTech.com

Invoice

DATE	INVOICE NO.
5/8/2010	13548

BILL TO
City of Tempe Tempe Fire Department 3031 S Hardy Drive Tempe, AZ 85280

SHIP TO
City of Tempe Tempe Fire Department 3031 S Hardy Drive Tempe, AZ 85280

P.O. NO.	Call#	SHIP DATE	SHIP VIA	TERMS	DATE
2394-6351		5/3/2010	UPS Freight	Net 30	6/7/2010
DESCRIPTION			QTY	RATE	AMOUNT
Double Duty Field Desk			6	1,091.00	6,546.00T
472-FLD-DESK-DD-130 Red					
Admin. Field Desk			9	1,307.00	11,763.00T
472-ADMIN-DESK-130 Red					
Bookshelf			3	962.00	2,886.00T
Red with 3 adjustable shelves					
5-tote Medical Supplies Case			6	743.00	4,458.00T
472-MED-5-TOTE-130					
Shipping Charges			1	1,293.36	1,293.36
UPS Freight					
143896550					
698098251					

REQUISITION # 205435
 REC'D (OK TO PAY) R
 COST CTR/ACCT 751/6351-2394
 DATE 5-10-10

Effective June 1, 2010 Case Tech is relocating.
 Please send all payments to:
 441 S. 48th St. Suite 106
 Tempe, AZ 85281
 Phone and fax numbers will remain the same.

Thank you for your business! Accounting Email - Jessicaw@4casetech.com A finance charge of 1.5% per month will be charged on all PAST DUE accounts. Returned checks will result in a \$25 penalty All custom case sales are final. Please pay from this invoice!	Sales Tax (8.1%)	\$2,077.89
	Payments/Credits	\$0.00
	Total	\$29,024.25
	Balance Due	\$29,024.25

- My Returns:
- Our return policy
- Free Shipping
- How to Ship to Alaska or Hawaii
- About Delivery
- Store Pick Up
- Shipping to Puerto Rico

Your Order Confirmation Number - 147533121
 Order Date: June 17, 2010
 (This is your order information. Your e-mail confirmation is your receipt.)

[Print page](#) | [Close Window](#)

To: Tom
ABBOTT

Billing Address:
 robert harris (480) 868-7250
 3031 s. hardy
 tempe, AZ 85282

2394-7511

Payment Method:
 Card: MasterCard (****5990)\$1725.44
 Total: \$1725.44 *

RB

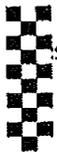
We'll send you the following item(s) to 3031 s. hardy, tempe, AZ 85282

Item	Arrival Method	Price	Quantity	Total
 Craftsman 287 pc. Pit Crew Tool Set *				
287 pc. Pit Crew Tool Set Sold by Sears Item # 00934287000 Standard		6/23 - 6/25 \$599.99	3	\$1529.97
Mfr. model # 34287				

287 pc. Pit Crew Tool Set Sold by Sears Item # 00934287000 Standard
 6/23 - 6/25 \$599.99 3 \$1529.97

Subtotal: \$1529.97
 Shipping: \$66.95
 Sales Tax: \$128.62
Order Total: \$1725.44
 Total Savings: -\$270.00

Applicable rebate forms will be included in your order confirmation e-mail.
 *Because your order is still processing, this is not your purchase receipt. Your order confirmation e-mail or packing slip can be used as a receipt. For pick-up in store your "Ready for Pick-Up" e-mail is your receipt. See our returns policy for information.
 © 2010 Sears Brand, LLC. | [Terms & Conditions](#) | [Privacy Policy](#)



CASES AND MORE.com

Print | [Close Window]

FAX ✓

2394-7511

Billing Information

city of tempe
po box 5002
tempe, AZ 85280
United States
robert_harris@tempe.gov
480-987-2001

To: Tom ABBOTT

Rob

Order Summary

Items:	\$746.97
Shipping:	\$0.00
Tax:	\$0.00
Total:	\$746.97

Payment Details

*Please note: All charges will appear as CSN Stores

Method	Status	Specifics	Amount
Credit Card	Mrkd	MASTERCARD: ****5990	\$746.97

Placed on: 6/17/2010 6:38:22 PM

Order Details

Need help with your order? Send us an email or call us toll free (800) 761-8892

Ship To:	Item #1 - (82739626)	Qty	Cost
robert harris 3031 s. hardy dr. tempe, AZ 85282 United States robert_harris@tempe.gov 480-858-7250	<i>X</i> TOOL BOXES Chicago Case Company "Military-Ready" XL Jumbo 3-Pallet Tool Case (with built-in cart): 12" H x 31" W x 15" D (MMST31CART) • SKU: #CC1128	3	\$746.97
	Status: Returning:		
	Ships In: Ship Speed:		
	Shipping estimate: Delivery estimate:		
	Order is being processed See the return policy posted on our web site. Usually ships in 1 to 3 business days Ground June 18, 2010 - June 22, 2010 June 23, 2010 - July 1, 2010		

While we strive to provide great service, please note:

Shipping and Delivery Dates are estimates and may be incorrect.

CASETECH

Reusable Shipping Cases

425 South 48th St., Suite 114
 Tempe, AZ 85281
 480-671-9405 - phone
 www.4CaseTech.com

Invoice

DATE	INVOICE NO.
10/18/2010	14711

BILL TO
City of Tempe PO Box 5002 Tempe, AZ 85280

SHIP TO
City of Tempe Tempe Fire Department 3031 S Hardy Drive Tempe, AZ 85280 PO# Tempe-0008155422

P.O. NO.	Call#	SHIP DATE	SHIP VIA	TERMS	DUE Date	
Tempe-0008155422		10/18/2010	FedEx Freight	Net 30	11/17/2010	
DESCRIPTION			QTY	RATE	AMOUNT	
Quote #MHC-8241-Rev-A laptop cases, binocular cases, DeWalt case, Printer cases, EMS kits, Backpacks			1	9,953.90	9,953.90T	
Shipping Charges			1	337.72	337.72	
UPS Ground 1Z9362390390673417 1Z05R9540397014363 FedEx Freight 1677014220						
Customer credit				-223.42	-223.42	
Thank you for your business! Accounting Email - Jessicaw@4casetech.com A finance charge of 1.5% per month will be charged on all PAST DUE accounts. Returned checks will result in a \$25 penalty. All custom case sales are final. Please pay from this invoice!					Sales Tax (9.3%)	\$925.71
					Payments/Credits	\$0.00
					Total	\$10,993.91
					Balance Due	\$10,993.91

To: ABBOTT. RAY

Order Invoice

Order Number:
8013217845007

2394-7511

hayneedle ~~INC~~
Store: Binoculars.com

Customer: Tempe Fire
Address: PO Box 5002
Tempe
AZ 85280-5002
US

Bill To: PO Box 5002
Tempe
AZ 85280-5002
US

Ship To: 3031 S Hardy Dr
Fire Warehouse
Tempe
AZ 85282-3321
US

PRODUCTS

You have ordered the products described below for use in the U.S., and not for resale, unless otherwise specified.
All fees on this Ordering Document are in US Dollar.

Line	Product	Units	Qty	Unit Selling Price	Net Price
1.1	Steiner 10x80 Porlan Binoculars (BC0157-1)	Each	20	399.90	7998.80
Subtotal					7998.80
Shipping					0.00
Tax					0.00
Total					7998.80

CONTACTS

Paid for with Mastercard ending in 5990 Robert Harris

Name:	Name:	Binoculars.com
Title:	Title:	Sales Representative
Telephone:	Telephone:	
Fax:	Fax:	
Email:	Email:	

30-Dec-10

CONFIDENTIAL

8013217845007_0.pdf

Page 1 of 1

No. 3164 P. 1

Jan. 3. 2011 8:23AM

WESTERN SHELTER SYSTEMS

Western Shelter Systems
P.O. Box 2729
Eugene, OR 97402
Phone: (541) 344-7267
(800) 971-7201
Fax: (541) 284-2820

INVOICE

Customer Number: 02-CITYTEM
Invoice Number: 0073385-IN
Invoice Date: 10/8/2010
Terms: No Terms
Due Date: 10/8/2010

Arizona 9001:2008 Registered Company

Bill To: City of Tempe
20 E 6th Street
PO Box 5002
Tempe, AZ 85281

Ship To: Fire Warehouse
3025 S Hardy Drive
Tempe, AZ 85282

Salesperson: 070A - SG-ST/Local Fire-NO GSA

Shipping Tracking#: 242-0029280;

Customer P.O.	Order Number	Order Date	Ship VIA	F.O.B.
TEMPE0008153545	0069131	9/8/2010		

Ordered	Shipped	B/O	Item Number	Item Description	Price	Amount
4	4	0	TTP500	500 Gallon Potable Water Containment Bladder Standard WSS Plumbing	890.00	3,560.00
4	4	0	AC2012	Portable Field Water Purification System Serial #: 8400, 8406,8411,8413	3,290.00	13,160.00

RECEIVED
R.H. 10-18-10

O.K. TO PAY R.H.

Net Invoice: 16,720.00
Less Discount: 0.00
Freight: 350.00
Sales Tax: 0.00

Invoice Total: 17,070.00

Page: 1

If you would like to receive your invoices by e-mail rather than mail, please contact Maraina Gagner
Phone: (800) 971-7201 / e-mail: mgegrier@westernshelter.com

GOODS WHOLLY OBTAINED OR PRODUCED ENTIRELY IN THE UNITED STATES



Customer: Rodney Konishi
 Account #: 234065 PO Number:
 Invoice #: 5992610 Invoice Date: 01/07/2011
 Amount Due: \$186.65 Due Date: 01/07/2011

THANK YOU FOR CHOOSING ROADPOST

Important notice regarding your invoice:
 Voice usage exceeding the anytime bundle
 or charges after the current billing cycle
 (7th of every month) will appear as an
 additional invoice.

CONTACT/REMITTANCE INFO:
 Roadpost USA, Inc.
 Department No. 557, P.O. Box 8000
 Buffalo, NY, USA, 14267
 1.888.290.1616
 customerscare@roadpost.com

HELP US SERVE YOU BETTER
 Complete our short online survey and tell us
 about your billing experience with Roadpost.
 Visit www.roadpost.com/billsurvey to share
 your feedback.

Summary of Charges

Previous Balance, Payments and Adjustments	
Previous Balance	\$0.00
Payment Received - Thank You (12/30/2010)	-\$11,770.00
Prepayment for Order Number 185727	
Credit	-\$11,770.00
Summary of your Current Charges	
Charges for Services	\$3,900.00
Other Charges	\$7,870.00
Subtotal	\$11,770.00
Universal Service Fund	\$186.65
Total New Charges	\$11,956.65
Total Amount Due	\$186.65

PLEASE DO NOT SEND PAYMENT

Your credit card will be charged on or after the 18th of the month for
 the charges listed above. No additional payment is necessary at this
 time.

A late payment charge of 1.5% per month will be applied to
 unpaid balances.



Account Number: 234065 Invoice Date: 01/07/2011
 Invoice Number: 5992610 Due Date: 01/07/2011

Total Amount Due: \$186.65 (US\$)

Rodney Konishi
 ITD
 Po Box 5002
 Tempe, AZ
 85280 United States

Staff Summary Report



Council Meeting Date: _____

Agenda Item Number: _____

SUBJECT: Request approval to award a contract to Utility Crane & Equipment for the purchase of two (2) trucks equipped with a hook lift unit to allowing the use of interchangeable specialized emergency response "boxes" for use by the Fire Department.

DOCUMENT NAME: 20100610fsta12 PURCHASES (1004-01)

COMMENTS: (RFP10-146) Total value of this contract will not exceed \$385,000.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Mark Simmons, Interim Fire Chief, 480-858-7218
Tom Abbott, Fire Deputy Chief, 480-858-7219
Jay Taylor, Fleet Director, 480-350-8344
Kevin Devery, Fleet Analyst, 480-350-8088

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Jerry Hart, CPA, Financial Services Manager, 480-350-8505

FISCAL NOTE: Grant funds have been obtained that will cover the cost of the units – there is no cost to the City.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Background Information

The City of Tempe issued a Request for Proposal (RFP) to establish a contract for the purchase of two (2) cab and chassis units equipped with a hook lift unit for use by the Fire Department. The hook lifts allow for the interchangeability of specialized boxes which are configured for different emergency response scenarios. Additionally, valley Cities will be sharing the inventory of specialized "box" units.

Evaluation Process

Thirteen responses from five firms were scored by a committee composed of Public Works, Fire and Procurement staff.

The scoring criteria included:

- Cost
- Ability to meet or exceed desired specifications
- Local parts inventory, warranty and service availability
- Training offered for chassis and hooklift system
- Delivery time
- Overall response to RFP

The committee met, reviewed and scored the submitted proposals:

<u>Firm</u>	<u>Unit Description</u>	<u>Score</u>	<u>Cost</u>
-------------	-------------------------	--------------	-------------

Utility Crane	International/Ampliroll	252.80	\$382,920.12
RWC	International/Ampliroll	251.55	\$385,086.64
RWC	International/Swaploader	249.26	\$391,129.78
Vanguard	Mack/Swaploader	246.76	\$401,198.50
RWC	International/Stellar	246.39	\$381,128.76
Freightliner	Freightliner/Swaploader	243.19	\$373,639.34
Vanguard	Mack/Swaploader	243.06	\$401,798.50
Vanguard	Mack/Stellar	242.85	\$392,136.98
Freightliner	Freightliner/Stellar	241.54	\$362,740.02
Vanguard	Mack/Stellar	239.05	\$406,774.80
Rush	Peterbilt/Stellar	236.48	\$402,546.76
Vanguard	Mack/Swaploader	232.63	\$395,465.58
Vanguard	Mack/Swaploader	227.70	\$419,269.26

The International/Ampliroll unit offered by Utility Crane most closely meets the specifications and requirements of the proposal and offers a superior warranty on both the cab & chassis and hooklift unit justifying the higher initial cost of the unit. It is the recommendation of the committee to award a contract to Utility Crane, the overall high scorer.

ARIZONA CERTIFICATE OF TITLE



Motor Vehicle Division

48-7200 R10/08 www.azdot.gov

Inventory Control
17992704

Vehicle Identification Number

1HTGSSJT5BJ389912

Year

2011

Make

INTL

Model

760

Body Style

TK

First Registered

00/0000

List Price

176786

Mobile Home Manufacturer

Unit Number

UTILITY CRANE & EQUIPMENT INC
2239 N BLACK CANYON HWY
PHOENIX AZ 85009-2706

Title Number

OD07011040039

Issue Date

02092011

Film Number

L0400B0721

Odometer Miles (no tenths)

000030 A

Previous Title Number

MCO

State

Issue Date

Previous Film Number

ORIGINAL

* A - Actual Mileage
* B - Mileage in excess of the odometer mechanical limits
* C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessee

UTILITY CRANE & EQUIPMENT INC

Wendall Truck

Lienholders

LIEN RELEASE

Lienholder Name

Lien Amount

Lienholder Signature

Acknowledged before me this date

Date

Notary Public Signature

County

State

Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

UTILITY CRANE & EQUIPMENT



Utility Crane & Equipment Inc.
2239 N. Black Canyon Hwy.
Phoenix, AZ 85009
6023934610

Invoice Number: 23667-IN
Invoice Date: 2/7/2011

Order Number:
Order Date:
Customer No.: CITY009

PO
REQUISITION # 815 3112
REC'D (OK TO PAY) JA
SUPERVISOR Tom Abbott
DATE 2/23/11

City of Tempe
Attn.: Equipment Manager
PO Box 5002
Tempe, AZ 85280

City of Tempe
Attn.: Equipment Manager
PO Box 5002
Tempe, AZ 85280

Customer PO	Ship VIA	F.O.B	Terms			
0008153112			NET 15 DAYS			
Item Number	Unit	Ordered	Shipped			
Model A1160-2000 International SBA 7800 6X4 cab and chassis with Amptroll 160/2000-22 hook lift unit						
/PARTS	EACH	1.00	1.00	0.00	176,786.760	176,786.76
MISC PARTS VIN #1HTGSSJT5BJ389912						
Model A1160-2000 International SBA 7800 6X4 cab and chassis with Amptroll 160/2000-22 hook lift unit						
/PARTS	EACH	1.00	1.00	0.00	176,786.760	176,786.76
MISC PARTS VIN #1HTGSSJT9BJ389914						

2394 - 7508

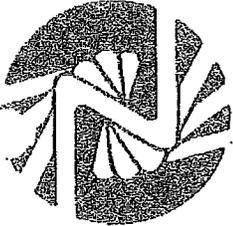
Utility Crane & Equipment hereby expressly disclaims all warranties either implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume nor authorizes any other person to assume for it any liability in connection with the sale of these parts and/or service. Buyer shall not be entitled to recover from the seller dealer any consequential damages, damages to property for loss of use, loss of time, loss of profits or income, or any incidental damages. Parts returned after 14 days will be subject to a 15% restocking fee. All special order parts are non returnable.

Net Invoice: 353,573.52
Less Discount: 0.00
Freight: 0.00
Sales Tax: 32,882.34
Invoice Total: 386,455.86
Less Deposit: 0.00
386,455.86

Received the above in good condition

DATE

Abbott - file copy



NORWOOD

EQUIPMENT, INC.

2422 South 19th Avenue • Phoenix, Arizona 85009 • Telephone 602-254-0644
1-800-352-5300 • FAX 258-5905

REQUISITION # PO # 8156128

REC'D (OK TO PAY) TA

SUPERVISOR Tom Abbott

DATE 3/29/11

SOLD TO

CITY OF TEMPE

20 E 6TH STREET

TEMPE, AZ 85281

INVOICE

1769

DATE

2/23/2011

TERMS

ON RECEIPT

PURCHASE ORDER NO.

TEMPE-0008156128

2	<p>ATTENTION: TONY ALLEN</p> <p>HOOK LIFT BOXES@ \$24728.00 EACH</p> <p>CONTRACT ID: T11-018-01</p> <p>SALES TAX 9.30%</p> <p>TOTAL AMOUNT DUE</p>	<p>\$49,456.00</p> <p>\$4,599.42</p> <p>\$54,055.42</p>	

GRAINGER.

PAGE 1 OF 1

455 KNIGHTSBRIDGE PKWY
LINCOLNSHIRE, IL 60089-3814
www.grainger.com

SHIP TO

CITY OF TEMPE/ROB HARRIS
1500 S CLARK DR
TEMPEAZ 85281

BILL TO
CITY OF TEMPE/DHS GRANT
PO BOX 5002
TEMPEAZ 85280-5002

INVOICE

GRAINGER ACCOUNT NUMBER 868688029
INVOICE NUMBER 9492925947
INVOICE DATE 03/23/2011
DUE DATE 03/23/2011
AMOUNT DUE \$0.00

PO NUMBER: Rob Harris
PO RELEASE NUMBER: ROB HARRIS
CALLER: LISA GOODMAN
CUSTOMER PHONE: 4803608548
INCO TERMS: FOB ORIGIN

THANK YOU!

FB NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 877-282-2584

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
0	73KA93	Prism Inflatable Light MANUFACTURER # PIL1000	3		3,360.00	10,080.00

NUMBER OF PKGS: WEIGHT: 0.000 INVOICE SUB TOTAL 10,080.00
DATE SHIPPED: TAX 866.88
CARRIER: UPS GROUND CR. CARD OR CASH RECEIVED 10,946.88
TRACKING NO:

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.
Reprint

PAYMENT TERMS MasterCard - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS. **AMOUNT DUE \$0.00**

NO PAYMENT DUE - THIS INVOICE FOR YOUR RECORDS

BILL TO:

CITY OF TEMPE/DHS GRANT
PO BOX 5002
TEMPE AZ 85280-5002
USA

REMIT TO:

GRAINGER
DEPT. 868688029
P.O. BOX 418267
KANSAS CITY, MO 64141-8267

868688029949292594710010946881008668810000000100000011032360

X

ACCOUNT NUMBER DATE INVOICE NUMBER AMOUNT DUE
868688029 03/23/2011 9492925947 \$0.00

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

**Purchase & Payment Requisition
City of Tempe**

Ship To: 1400 E. APACHE BLVD.
TEMPE AZ 85281

Business Unit: TEMPE		
Req ID:	Date	Page
0000219151	04/14/2011	2
Requester		Currency
Marilyn Kamb		USD
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
	Fund: 46000	Org: 2398	Account: 7508					

Total Requisition Amount: 29,713.00

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------

CASETECH

Reusable Shipping Cases

A Woman Owned Small Business

425 South 48th Street, Suite 114
Tempe, AZ 85281
Phone: 480-671-9405
Fax: 480-982-9456

Quote number: MHC-8469
Date: March 31, 2011

Quote firm for 60 days

mauri@4CaseTech.com
www.4CaseTech.com

To: Tom Abbott
Tempe Fire Department
1400 E. Apache Blvd.
PO Box 5002
Tempe, AZ 85280-5002

Phone: (480) 858-7219
Email: tom_abbott@tempe.gov
Fax: (480) 858-7214

REQUISITION # 219330

Item	Description	REC'D (OK TO PAY)	Qty	Price/Each
1.	Storm iM2720 Black, yellow, OD green Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam	<u>TA</u> SUPERVISOR <u>Tom Abbott</u> DATE <u>4/19/11</u>	6	\$171.16 ea.
			Sub total line 1	\$1,026.96
2.	Storm iM2750 Black, yellow, OD green Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam		9	\$186.53 ea.
			Sub total line 2	\$1,678.77
3.	Storm iM2875-30001 NSN 8145-01-652-0165 OD green (also available in black) Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam		9	\$214.47 ea.
			Sub total line 3	\$1,930.23
4.	Storm iM2975 Black, OD green Airtight with PRV Edge wheels and telescoping handle Foam filled with standard cubed foam		3	\$228.22 ea.
			Sub total line 4	\$684.66
5.	BTM 1550 Oxygen Box Pelican 1550 Case Custom acrylic insert for a standard D size oxygen tank		9	\$288.62

Allows space for storage of the following:

Storage of bag valve masks

Pulse oximeters

Intubation equipment

Lid organizer for tools and accessories

	Sub total line 5	\$2,597.58
6.	Estimated freight for lines 1-4 UPS Freight	\$905.95
7.	Estimated freight for line 5 via UPS Ground	\$122.58
8.	Sales Tax	\$736.39
	Grand Total	\$9,683.12

Note: Tom – here are all of the Pelican Storm products, the estimated freight (shipping from two locations), sales tax and a grand total. Again, let me know if you have any questions. Thanks, Mauri

**A finance charge of 1.5% per month will be charged on all PAST DUE accounts.
Returned checks will result in a \$25 penalty.**

Prices do not reflect applicable sales tax or freight charges.

FOB:

Origin

Delivery:

Approx. 2-6 weeks ARO **PLUS TIME IN TRANSIT.**

Shipping Method:

TBD – Your choice

Terms:

Net 30 days or major credit cards. All custom case sales are final.

CASETECH

Reusable Shipping Cases

A Woman Owned Small Business

425 South 48th Street, Suite 114

Tempe, AZ 85281

Phone: 480-671-9405

Fax: 480-982-9456

Quote number: MHC-8429-Rev. B

Date: March 31, 2011

Quote firm for 60 days

mauri@4CaseTech.com

www.4CaseTech.com

To: Tom Abbott
Tempe Fire Department
1400 E. Apache Blvd.
PO Box 5002
Tempe, AZ 85280-5002

Phone: (480) 858-7219
Email: tom_abbott@tempe.gov
Fax: (480) 858-7214

Item	Description	Qty	Price/Each
1.	Deployable Double Field Desk 472-FLD-DESK-DD-130 (Red) Plastic field desk which includes: (2) attaching tables (2) chairs (2) power strips (2) large edge casters (6) removable drawers Black hardware	12	\$1,119.20 ea.
	REQUISITION # <u>219331</u> REC'D (OK TO PAY) <u>TA</u> SUPERVISOR <u>Tom Abbott</u> DATE <u>4/19/11</u>		
	Sub Total line 1		\$13,430.40
2.	Deployable Admin. Field Desk 472-ADMIN-DESK-130 (Red) Plastic field desk which includes: (1) chair (1) detachable table (6) removable drawers Black hardware	3	\$1,405.69 ea.
	Sub total line 2		\$4,217.07
3.	Estimated freight for lines 1-2 via FedEx Economy Freight		\$572.81
	Sub total for freight		\$572.81
4.	Sales tax		\$1,641.21
	Grand Total		\$19,861.49

Note: Tom - here are the mobile office items with subtotals, tax, freight and a grand total.
Call me with any questions. Thanks Tom! Mauri

**A finance charge of 1.5% per month will be charged on all PAST DUE accounts.
Returned checks will result in a \$25 penalty.**

Prices do not reflect applicable sales tax or freight charges.

FOB: Origin

Delivery: Approx. 6-8 weeks ARO **PLUS TIME IN TRANSIT.**

Shipping Method: TBD – Your choice

Terms: Net 30 days or major credit cards. All custom case sales are final.

**Purchase & Payment Requisition
City of Tempe**

Ship To: 1400 E. APACHE BLVD.
TEMPE AZ 85281

Business Unit:	TEMPE	
Req ID:	Date	Page
0000219151	04/14/2011	1
Requester	Currency	
Marilyn Kamb	USD	
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
-----------	------	-------------	--------	----------	-----	-------	--------------	----------

1-1		Clark Model C30D 8,000 Forklift with air filled pneumatic tires		1.0000	EA	26,005.00	26,005.00	
-----	--	--	--	--------	----	-----------	-----------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

2-1		Hydraulic Side Shifter		1.0000	EA	1,229.00	1,229.00	
-----	--	---------------------------	--	--------	----	----------	----------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

3-1		Three Section Mast		1.0000	EA	1,400.00	1,400.00	
-----	--	-----------------------	--	--------	----	----------	----------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

4-1		Paint Unit Red or Chrome Yellow		1.0000	EA	346.00	346.00	
-----	--	------------------------------------	--	--------	----	--------	--------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

5-1		Fork Extender 72*		1.0000	EA	354.00	354.00	
-----	--	-------------------	--	--------	----	--------	--------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING
Fund: 46000 Org: 2398 Account: 7508

6-1		Pallet Jacks 5,000 #		1.0000	EA	379.00	379.00	
-----	--	-------------------------	--	--------	----	--------	--------	--

Buyer: Alicia Ruiz
Vendor: 0000001898 NAUMANN HOBBS MATERIAL HANDLING

Approval Signature	Approval Signature	Approval Signature
---------------------------	---------------------------	---------------------------



Physio-Control, Inc

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97008
Redmond, WA 98073-9708 USA
Telephone: 425-887-4000
Fax: 425-881-2405
F.E.I.N. 91-0697891

Product Billing

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check
For Inquiries, Call toll free 1-800-426-8047

INVOICE

112020611

07/06/11

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED	PURCHASE ORDER NUMBER	SALES/SERVICE REPRESENTATIVE		TAXES		
07/06/11	MIKE BAROS	CWAAP1	WECC55	liyabjl		
CARRIER	CARRIER TRACKING NUMBER	SALES ORDER	PAYMENT TERMS			
GRD	0379704086 CNT 4	S3090233-00	Net 30 Days			
LINE	CATALOG NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL
1	99425-000025	LP1000, EN, STD, ECG DISP, M	3	EA	3195.00	8147.25
					Discount	479.25-
	S/N:	39789154	39789155			
		39789156				
	41425-000001	SHIP KIT-LITERATURE, ENG, LP 1000	3	EA	0.00	0.00
3	11425-000007	LP1000 COMPLETE SOFT SHELL CARRYING CASE	3	EA	114.00	0.00
					Discount	114.00-
4	11425-000002	LP1000 Shoulder Strap for soft shell carrying case	3	EA	36.00	0.00
					Discount	36.00-
5	11141-000101	ASSEMBLY - BATTERY, PRIMARY, 5/4C CELL, LIMNO2, LP1000	3	EA	0.00	0.00
	L/C:	1114	Expires: 04/07/17		3	
6	11996-000017	ELECTRODE ASSEMBLY-ADULT, PRE-CONNECT	6	EA	42.00	0.00
					Discount	42.00-
	L/C:	116423	Expires: 12/28/13		6	
7	11411-000016	CABLE ASSEMBLY-3 WIRE	3	EA	205.00	0.00

REQUISITION # 224486
REC'D (OK TO PAY) TA
SUPERVISOR Tom Abbott
DATE 9/8/14
15/1/2398

*** CONTINUED ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.

Product Billing

INVOICE



112020611

07/06/11

Formerly Medtronic ERS
 11811 Willows Road NE
 Post Office Box 97006
 Redmond, WA 98073-9706 USA
 Telephone: 425-867-4000
 Fax: 425-881-2405
 F.E.I.N. 91-0697891

Mail payments via US Mail to this address only
 12100 Collections Center Drive
 Chicago, IL 60692
 Please reference Invoice Number on your check.
 For Inquiries, Call toll free 1-800-426-8047

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
 1400 E APACHE BLVD
 TEMPE, AZ 85281
 UNITED STATES

TEMPE FIRE DEPARTMENT
 1400 E APACHE BLVD
 TEMPE, AZ 85281
 UNITED STATES

Please return top portion with payment.

DATE SHIPPED	PURCHASE ORDER NUMBER	SALES/SERVICE REPRESENTATIVE		CARRIER		CARRIER TRACKING NUMBER	SALES ORDER	PAYMENT TERMS
07/06/11	MIKE BAROS	CWAAP1	WECC55	GRD		0379704086 CNT 4	S3090233-00	Net 30 Days
								liyabj1
LINE	CATALOG NUMBER	DESCRIPTION	QTY	UNIT	DISC	UNIT PRICE	EXT TOTAL	TAX
		ECG, AHA, LIFEPAK 1000			Discount	205.00-		
	L/C: 6891331011		1					
	6963311101		2					
9	11425-000001	ACCESSORY POUCH FOR 3-WIRE CABLE AND/OR OTHER ACCESSORIES	3	EA	0	52.00-	0.00	
					Discount	52.00-		
9	11100-000001	LIFE-PATCH ECG ELECTRODES	3	PK	0	1.50-	0.00	
					Discount	1.50-		
	L/C: 110328	Expires: 03/28/13	3					
10	26500-001964	OPERATING INSTRUCTIONS, LP1000, ENG	3	EA	0	15.00-	0.00	
					Discount	15.00-		
11	11101-000017	START KIT - I/C ELECTRODE, LANGUAGE SET 1	3	EA	0	139.00-	396.15	
					Discount	6.95-		
	L/C: 39789958	Expires: 09/28/13	3					
Contact: MIKE BAROS						Sub Total		8543.40
Phone: 480-858-7264						Freight and Handling		125.00
						Taxes		806.17

*** CONTINUED ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.

Product Billing



Physio-Control, Inc

Formerly Medtronic ERS
11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2405
F.E.I.N. 91-0897691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check
For inquiries Call toll free 1-800-426-8047

INVOICE

112020611

07/06/11

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Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED 07/06/11		PURCHASE ORDER NUMBER MIKE BAROS		SALES/SERVICE REPRESENTATIVE CWAAP1 WECC55 liyabjl			
CARRIER GRD		CARRIER TRACKING NUMBER 0379704086 CNT 4		SALES ORDER S3090233-00		PAYMENT TERMS Net 30 Days	
LINE	CATALOG NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXT	TAX	AMOUNT
QUOTE# 1-152728963-2							
CUSTOMER FAX QUOTE 06/27/11							
							9474.57

MIKE BAROS

Site: 15

*** ORIGINAL ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.

Product Billing

INVOICE

112020611

07/06/11



Physio-Control, Inc

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2405
F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60699
Please reference Invoice Number on your check
For Inquiries, Call toll free 1-800-426-8047

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Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED		PURCHASE ORDER NUMBER		SALES/SERVICE REPRESENTATIVE			TAXABLE		EXTENSION	
07/06/11		MIKE BAROS		CWAAP1	WECC55	liyabjl				
CARRIER		CARRIER TRACKING NUMBER		SALES ORDER		PAYMENT TERMS				
GRD		0379704086 CNT 4		S390233-00		Net 30 Days				
LINE	QTY	DESCRIPTION	UNIT	PRICE	DISC	NET	TAX	EXT	TOTAL	
1	3	LP1000, RN, STD, ECG DISP, M	EA	3195.00		479.25		8147.25		
		S/N: 39789154 39789155 39789156								
4	3	SHIP KIT-LITERATURE, ENG, LP 1000	EA	0.00		0.00		0.00		
3	3	LP1000 COMPLETE SOFT SHELL CARRYING CASE	EA	114.00		114.00		0.00		
4	3	LP1000 Shoulder Strap for soft shell carrying case	EA	36.00		36.00		0.00		
5	3	ASSEMBLY - BATTERY, PRIMARY, 5/4C CELL, LIMN02, LP1000	EA	0.00		0.00		0.00		
		L/C: 1114 Expires: 04/07/17								
6	6	ELECTRODE ASSEMBLY-ADULT, PRE-CONNECT	EA	42.00		42.00		0.00		
		L/C: 116423 Expires: 12/28/13								
7	3	CABLE ASSEMBLY-3 WIRE	EA	205.00				0.00		

*** CONTINUED ***



NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.



Physio-Control, Inc

Product Billing

INVOICE

112020611

07/06/11

Formerly Medtronic ERS
 11811 Willows Road NE
 Post Office Box 87006
 Redmond, WA 98073-9706 USA
 Telephone: 425-867-4000
 Fax: 425-881-2405
 F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
 12100 Collections Center Drive
 Chicago, IL 60693
 Please reference Invoice Number on your check.
 For Inquiries, Call toll free 1-800-426-8047

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
 1400 E APACHE BLVD
 TEMPE, AZ 85281
 UNITED STATES

TEMPE FIRE DEPARTMENT
 1400 E APACHE BLVD
 TEMPE, AZ 85281
 UNITED STATES

Please return top portion with payment.

DATE SHIPPED	PURCHASE ORDER NUMBER	SALES/SERVICE REPRESENTATIVE		CARRIER		CARRIER TRACKING NUMBER		SALES ORDER	PAYMENT TERMS
07/06/11	MIKE BAROS	CWAAP1	WECC55	liyabj1		GRD	0379704086 CNT 4	S3090233-00	Net 30 Days
LINE	QTY	UNIT PRICE	DESCRIPTION	UNIT PRICE	DISC	DISC	DISC	DISC	DISC
			ECG, AHA, LIFEPAK 1000						205.00
			L/C: 6891331011		1				
			6963311101		2				
8	1	52.00	ACCESSORY POUCH FOR						52.00
			3-WIRE CABLE AND/OR OTHER						
			ACCESSORIES						
9	1	1.50	LIFE-PATCH ECG ELECTRODES						1.50
			L/C: 110328						
			Expires: 03/28/13		3				
10	1	15.00	OPERATING INSTRUCTIONS,						15.00
			LP1000, ENG						
11	1	139.00	START KIT L/C ELECTRODE,						139.00
			LANGUAGE SET 1						
			L/C: 39789958						
			Expires: 09/28/13		3				
Contact: MIKE BAROS									
Phone: 480-858-7264									
									Sub Total
									8543.40
									Freight and Handling
									125.00
									Taxes
									806.17

*** CONTINUED ***



ACCEPTED

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Physio-Control, Inc

Product Billing

INVOICE

112020611

07/06/11

Formerly Medtronic ERS

11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2406
F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check
for Inquiries. Call toll free 1-800-426-8947

BILL TO ACCOUNT: 03740403

SHIP TO ACCOUNT: 03740403

Sold To: 03740403

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

TEMPE FIRE DEPARTMENT
1400 E APACHE BLVD
TEMPE, AZ 85281
UNITED STATES

Please return top portion with payment.

DATE SHIPPED 07/06/11		PURCHASE ORDER NUMBER MIKE BAROS		SALES/SERVICE REPRESENTATIVE CWAAP1 WECC55 liyabjl			
CARRIER GRD		CARRIER TRACKING NUMBER 0379704086 CNT 4		SALES ORDER S3090233-00		PAYMENT TERMS Net 30 Days	
LINE	CATALOG NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXT. TOTAL		
QUOTE#1-152728963/2 CUSTOMER FAX QUOTE 06/27/11							
						9474.57	

MIKE BAROS

Site: 15

*** ORIGINAL ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.

CLARK

INSTALLATION REPORT

MODEL C30D	SERIAL SEQ. 0976	SERIAL LOT 9677	SR NUMBER 296124	INSTALLING DLR NO./SERVICING DLR NO. 7325 / 7325
---------------	---------------------	--------------------	---------------------	---

INSTALLATION DATE 10 18 11 MONTH DAY YEAR	HOUR METER 19003	RENTAL YES <input type="checkbox"/> NO <input type="checkbox"/>	MAKE READY DATE 9 28 11 MONTH DAY YEAR	INST. TRAVEL HOURS 1
---	---------------------	--	--	-------------------------

EXPANDED WARRANTY ON EQUIPMENT? YES NO
IF YES, SEE SR FOR DETAIL

OWNER'S NAME (NO ABBREVIATIONS)	OWNER'S STREET ADDRESS (MAILING)		
CITY	PROV/STATE	COUNTRY	ZIP

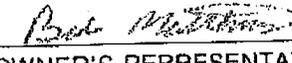
SERIAL NUMBER INFORMATION SHOWN BELOW IS ONLY REQUIRED WHEN THE DEALERSHIP MAKES CHANGES OR ADDITIONS TO THE EQUIPMENT AS RECEIVED.

ATTACHMENT NAME	SERIAL NUMBER	DRIVE MOTOR/ENGINE SERIAL NUMBER(S)
1.		
2.		

UPRIGHT MFH	DECK NUMBER	SERIAL NUMBER	SERIAL STEER AXLE NUMBER
-------------	-------------	---------------	--------------------------

TRANSMISSION SERIAL NUMBER	ELECTRIC CONTROL SERIAL NO.
----------------------------	-----------------------------

- I HEREBY ACKNOWLEDGE RECEIPT OF:
1. WARRANTY CERTIFICATE (PRINTED ON BACK OF THIS FORM)
 2. OPERATOR'S MANUAL
 3. EMPLOYER'S GUIDE TO MATERIAL HANDLING SAFETY
- OPERATOR TRAINING IS AVAILABLE THROUGH THE DEALER

 DEALER'S REPRESENTATIVE SIGNATURE 9 28 11 MONTH DAY YEAR	 OWNER'S REPRESENTATIVE SIGNATURE 10 18 11 MONTH DAY YEAR
---	--

*NOTE - THE ABOVE INFORMATION IS TO BE ENTERED INTO THE "CLARK ONLINE SYSTEM" BY THE DEALERSHIP
 ORIGINAL-RETAIN IN DEALERSHIP RECORDS, 2ND COPY-GIVE TO CUSTOMER

CLARK

INSTALLATION REPORT

MODEL C30D	SERIAL SEQ. 0974	SERIAL LOT 9677	SR NUMBER 296122	INSTALLING DLR NO./SERVICING DLR NO. 7325 / 7325
---------------	---------------------	--------------------	---------------------	---

INSTALLATION DATE 10/18/11 MONTH DAY YEAR	HOUR METER 0001	RENTAL YES <input type="checkbox"/> NO <input type="checkbox"/>	MAKE READY DATE 9/28/11 MONTH DAY YEAR	INST. TRAVEL HOURS 1
---	--------------------	--	--	-------------------------

EXPANDED WARRANTY ON EQUIPMENT?

YES NO

IF YES, SEE SR FOR DETAIL

OWNER'S NAME (NO ABBREVIATIONS)

OWNER'S STREET ADDRESS (MAILING)

--	--

CITY

PROV/STATE

COUNTRY

ZIP

--	--	--	--

SERIAL NUMBER INFORMATION SHOWN BELOW IS ONLY REQUIRED WHEN THE DEALERSHIP MAKES CHANGES OR ADDITIONS TO THE EQUIPMENT AS RECEIVED.

ATTACHMENT

NAME

SERIAL NUMBER

DRIVE MOTOR/ENGINE

SERIAL NUMBER(S)

1. 		
2. 		

UPRIGHT

MFH

DECK NUMBER

SERIAL NUMBER

SERIAL STEER AXLE NUMBER

--	--	--	--

TRANSMISSION SERIAL NUMBER

ELECTRIC CONTROL SERIAL NO.

--	--

I HEREBY ACKNOWLEDGE RECEIPT OF:

1. WARRANTY CERTIFICATE (PRINTED ON BACK OF THIS FORM)
2. OPERATOR'S MANUAL
3. EMPLOYER'S GUIDE TO MATERIAL HANDLING SAFETY

OPERATOR TRAINING IS AVAILABLE THROUGH THE DEALER

DEALER'S REPRESENTATIVE SIGNATURE

OWNER'S REPRESENTATIVE SIGNATURE

9 28 11
MONTH DAY YEAR

10 18 11
MONTH DAY YEAR

*NOTE - THE ABOVE INFORMATION IS TO BE ENTERED INTO THE "CLARK ONLINE SYSTEM" BY THE DEALERSHIP

ORIGINAL-RETAIN IN DEALERSHIP RECORDS, 2ND COPY-GIVE TO CUSTOMER



Naumann Hobbs - Phoenix
 4336 S 43rd Place
 Phoenix, AZ 85040

(602) 437-1331
 (602) 437-3363

INVOICE

Invoice **NE100001107** Date **11/08/2011** Customer **13956**
596773

Page 1 of 1

Sold to :

CITY OF TEMPE
 PO BOX 5002
 TEMPE, AZ 85280

Shipped to :

CITY OF TEMPE
 1425 S CLARK DRIVE
 TEMPE, AZ 85281

Registration :

Notes :

Quantity	PMF Product - Description	Unit Price	Total Price
Order : EN100001197 11/08/2011 Entered by : Mike Samuel Salesperson : DANIELGIBBONS Delivery : EN100001197-1 11/08/2011 Cust PO# : TEMPE-0008164149			
CLARK C30D			
1	2011 Clark Equip - C30D - C30D	0	28,980.00 28,980.00
	S/N: P232D09749677 Dealer ID: 1664754 Plate No 12 Meter : 0 Ship Dt:		
1	Brudi Equip - FR3510B - FR3510B	0	
	S/N: 340480US Dealer ID: 1670436 Plate No 24 Meter : 0 Ship Dt:		
1	2011 Clark Equip - C30D - C30D	0	28,980.00 28,980.00
	S/N: P232D09759677 Dealer ID: 1664755 Plate No 25 Meter : 0 Ship Dt:		
1	Brudi Equip - FR3510B - FR3510B	0	
	S/N: 340481US Dealer ID: 1670437 Plate No 24 Meter : 0 Ship Dt:		
1	2011 Clark Equip - C30D - C30D	0	28,980.00 28,980.00
	S/N: P232D09769677 Dealer ID: 1664756 Plate No 12 Meter : 0 Ship Dt:		
1	Brudi Equip - FR3510B - FR3510B	0	
	S/N: 340482US Dealer ID: 1670438 Plate No 24 Meter : 0 Ship Dt:		

Due Date	Payment	Amount	Paid	Tax	Basis	Tax rate	Tax Amount
12/08/2011	On Account	95,025.42	0.00	Arizona (Full-rate)	86,940.00	6.6000 %	5,738.04
				Maricopa County (Full-rate)	86,940.00	0.7000 %	608.58
				Tempe (Full-rate)	86,940.00	2.0000 %	1,738.80

Detach at line and return with payment



Naumann Hobbs Material Handling
 PO Box 63093
 Phoenix, AZ 85082-3093

Total Amount :	86,940.00
Sales Tax :	8,085.42
Total :	95,025.42
Payment :	
To pay :	95,025.42

Invoice NE100001107

Date 11/08/2011

Customer 13956

All amounts are in US Dollars (\$)

Accounts over 30 days are subject to a 1.5 % service charge (annual rate 18 %), and all costs of collection including reasonable attorney's fee.



Naumann Hobbs - Phoenix
 4336 S 43rd Place
 Phoenix, AZ 85040

(602) 437-1331
 (602) 437-3363

REPRINT INVOICE

Invoice **SP100005992** Date **10/27/2011** Customer **13956**
 590745

Sold to :
CITY OF TEMPE
 PO BOX 5002
 TEMPE, AZ 85280

Shipped to :
CITY OF TEMPE
 1400 E APACHE BLVD
 TEMPE, AZ 85281

Registration :
 Notes :
 TONY ALLEN # 480-350-8548

Quantity	PMF Product - Description	Unit Price	Total Price
Order : ES100003872 05/04/2011 Entered by : z Sharon Broecker Salesperson : DANIELGIBBONS Delivery : ES100003872-1 05/05/2011 Cust PO# : TEMPE-0008164149			
1	2011 Crown Equip - PTH50-2748 - 27X48 IN PALLET JACK 5,000 LBS CAP	379.00	379.00
S/N: 7-656619 Dealer ID: 1658645 Plate N:		Meter : 0	Ship Dt:
1	2011 Crown Equip - PTH50-2748 - 27X48 IN PALLET JACK 5,000 LBS CAP	379.00	379.00
S/N: 7-656618 Dealer ID: 1658612 Plate N:		Meter : 0	Ship Dt:
1	2011 Crown Equip - PTH50-2748 - 27X48 IN PALLET JACK 5,000 LBS CAP	379.00	379.00
S/N: 7-656667 Dealer ID: 1661405 Plate N:		Meter : 0	Ship Dt:
3	Misc Parts - MI - 72" FORK EXTENSIONS SPSO - .	354.00	1,062.00

Due Date	Payment	Amount	Paid	Tax	Basis	Tax rate	Tax Amount
11/26/2011	On Account	2,403.50	0.00	Arizona (Full-rate)	0.00	0.0000 %	0.00
				Arizona (Full-rate)	2,199.00	6.6000 %	145.13
				Maricopa County (Full-rate)	0.00	0.0000 %	0.00
				Maricopa County (Full-rate)	2,199.00	0.7000 %	15.39
				Phoenix (Full-rate)	0.00	0.0000 %	0.00
				Phoenix (Full-rate)	2,199.00	2.0000 %	43.98

Detach at the end and return with payment.



Naumann Hobbs Material Handling
 PO Box 63093
 Phoenix, AZ 85082-3093

Total Amount :	2,199.00
Sales Tax :	204.50
Total :	2,403.50
Payment :	
To pay :	2,403.50

Invoice SP100005992
 Date 10/27/2011
 Customer 13956

All amounts are in US Dollars (\$)

Accounts over 30 days are subject to a 1.5 % service charge (annual rate 18 %), and all costs of collection including reasonable attorney's fee.

SUBGRANTEE AGREEMENT

09-AZDOHS-HSGP-555214-01

Enter Grant Agreement Number above (e.g., 555xxx-xx)

Between

The Arizona Department of Homeland Security
And

Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "Phase 2 Central Region All Hazards Incident Management Teams Equipment"

Enter Title of Workbook
and funded at \$747,348.00 (as may have been modified by the award letter).
Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$747,348.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore should the project not be completed the subrecipient shall reimburse said funds directly to AZDOHS immediately, or be completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

Consultants

Billings for consultants must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and should not exceed the maximum of \$450 per day per consultant unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs

Personnel and travel costs must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the subrecipient's policies exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az>

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph 8(a).

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)
- c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein; whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide.

The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

- XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- XV. AGREEMENT RENEWAL**
This Agreement shall not bind nor purport to bind either party for any contractual commitment in excess of the original Agreement period.
- XVI. RIGHT TO ASSURANCE**
If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.
- XVII. CANCELLATION FOR CONFLICT OF INTEREST**
The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.
- XVIII. THIRD PARTY ANTITRUST VIOLATIONS**
The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.
- XIX. AVAILABILITY OF FUNDS**
Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.
- XX. FORCE MAJEURE**
If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
- XXI. PARTIAL INVALIDITY**
Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. § 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This project was supported by Federal Grant CFDA 97.067 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in

vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The grantee and subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The recipient acknowledges that GPD and AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

- c) The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- d) The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) To the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- f) The recipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov

AZDOHS shall address all notices relative to this Agreement to:

Fire Chief Cliff Jones
Enter Title, First & Last Name above
Tempe Fire Department
Enter Agency Name above
P.O. Box 5002
Enter Street Address
Tempe, AZ 85280-5002
Enter City, State, ZIP

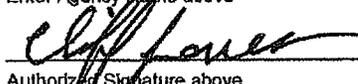
XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Tempe Fire Department

Enter Agency Name above



Authorized Signature above

Cliff Jones, Fire Chief

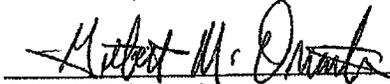
Print Name & Title above

Feb 22, 2010

Enter Date above

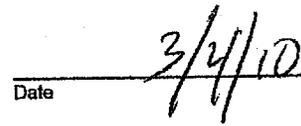
FOR AND BEHALF OF THE

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director



Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBGRANTEE AGREEMENT Amendment #1
09-AZDOHS-HSGP- 555214-01
Enter Grant Agreement Number above (e.g., 444-xxx-xx)
Between
The Arizona Department of Homeland Security
And
Tempe Fire Department
Enter the Name of the Subgrantee Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2009 and shall terminate on December 31, 2010.

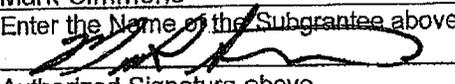
All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

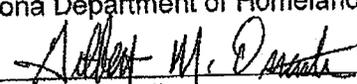
IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Mark Simmons
Enter the Name of the Subgrantee above

Authorized Signature above
Mark Simmons, Fire Chief
Print Name & Title above
September 7, 2010
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

9/14/10
Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT Amendment #2

09-AZDOHS-HSGP- 555214-01

Enter Grant Agreement Number above (e.g., 444-xxx-xx)

Between

The Arizona Department of Homeland Security

And

Tempe Fire Department

Enter the Name of the Subgrantee Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2009 and shall terminate on **March 31, 2011**.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Tempe Fire Department

Enter the Name of the Subgrantee above

[Signature]
Authorized Signature above

Mark Simmons, Fire Chief

Print Name & Title above

December 20, 2010

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

[Signature]
Gilbert M. Orrantia

Director

1/06/11
Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777214-01

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
Tempe Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
"Phase 3, Central Region All Hazards Incident Management Teams Equip Support"

Enter Title of Application

and funded at \$ 217,057.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ 217,057.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Deputy Chief Tom Abbott

Enter Title, First & Last Name above

Tempe Fire Department

Enter Agency Name above

P.O. Box 5002

Enter Street Address

Tempe, AZ, 85280-5002

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Tempe Fire Department

Enter Agency Name above



Authorized Signature above

Mark Simmons, Fire Chief

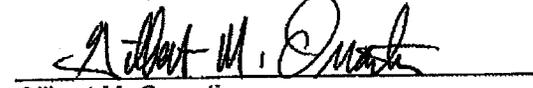
Print Name & Title above

10/6/2010

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director

Date

10/20/10

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)