

**CITY CLERK  
ORIGINAL**

C-8566  
04/18/2013

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**CITY OF GLENDALE, ARIZONA**

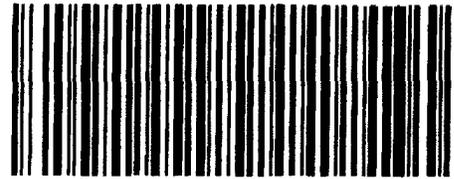
**INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT  
FOR WESTSIDE ALL HAZARDS INCIDENT  
MANAGEMENT TEAM BETWEEN THE CITY OF TEMPE  
AND THE CITY OF GLENDALE  
(Agreement C-8566)**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

**WHEN RECORDED RETURN TO:**

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



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2013-0803393 09/05/13 10:25 AM  
1 OF 1

NOVP

**INTERGOVERNMENTAL AGREEMENT  
FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT  
MANAGEMENT TEAM  
BETWEEN THE CITY OF TEMPE  
AND  
THE CITY OF GLENDALE  
C2013-68**

This Intergovernmental Agreement (“Agreement”) is made and entered into this 18th day of April 2013, (“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 four (4) hook-lift type command pods, four (4) hook-lift trailers, four (4) hook-lift flat beds, three (3) forklifts, and three (3) towable large

capacity generators 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 2010 and 2011 State Homeland Security Grant Program (“SHSGP”) under grants 10-AZDOHS-HSGP-777214-03 and 11-AZDOHS-HSGP-888213-02 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 \$308,176 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  
Gary Ells, 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: B. Fischer

Name: Brenda Fischer

Its: City Manager

Date: 8/15/13

CITY OF TEMPE, a  
municipal corporation

By: Mark W. Mitchell

Name: Mark W. Mitchell

Its: Mayor

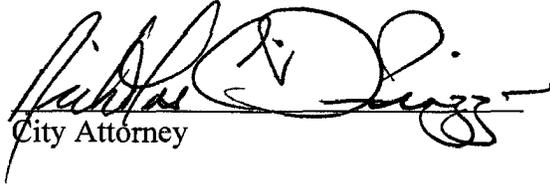
Date: April 18, 2013

ATTEST:

Dance McCauliffe  
City Clerk

**APPROVAL OF ATTORNEY**

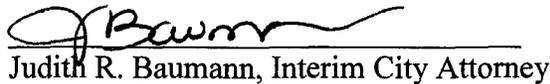
In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within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

  
City Attorney

8/15/13  
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.

  
Judith R. Baumann, Interim City Attorney

April 18, 2013  
Date

**Exhibit A**

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

**Purchase & Payment Requisition  
City of Tempe**

**Ship To:** FIRE SUPPORT SERVICES  
1425 SOUTH CLARK DRIVE  
TEMPE AZ 85281

<b>Business Unit:</b> TEMPE		
Req ID: 0000233446	Date 06/08/2012	Page 1
Requester Marilyn Kamb		Currency USD
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Hook Lift Pup Trailer		4.0000	EA	28,300.00	113,200.00	

Buyer: Alicia Rutz  
Vendor: 0000073389 UTILITY CRANE AND EQUIPMENT  
Fund: 46000 Org: 2388 Account: 7511

Total Requisition Amount: 113,200.00

Approval Signature	Approval Signature	Approval Signature
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UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
2239 N Black Canyon Hwy  
Phoenix, AZ 85009



Invoice Number: 2823A-IN ✓  
Invoice Date: 9/11/2012

Order Number:  
Order Date:  
Customer No.: CITY009

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

City of Tempe  
Fire Support Services  
1425 Clark Dr.  
Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B	Terms				
8178112			Net 30 Days				
Item Number	Unit	Ordered	Shipped				
/PARTS MISC PARTS Hook lift pup trailer per contract 12-118-02	EACH	1.00	1.00	0.00	28,300.00	28,300.00	

REQUISITION # \_\_\_\_\_  
REC'D (OK TO PAY) \_\_\_\_\_  
SUPERVISOR *[Signature]*  
DATE 11/6/2012

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: 28,300.00  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 2,631.90  
Invoice Total: 30,931.90  
Less Deposit: 0.00  
30,931.90 ✓

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
2239 N Black Canyon Hwy  
Phoenix, AZ 85009



Invoice Number: 2824A-IN ✓  
Invoice Date: 9/11/2012

Order Number:  
Order Date:  
Customer No.: CITY009

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

City of Tempe  
Fire Support Services  
1425 Clark Dr.  
Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B	Terms			
8178112			Net 30 Days			
Item Number	Unit	Ordered	Shipped			
/PARTS MISC PARTS	EACH	1.00	1.00	0.00	28,300.000	28,300.00
Hook lift pup trailer per contract 12-118-02						

REQUISITION # \_\_\_\_\_  
REC'D (OK TO PAY) \_\_\_\_\_  
SUPERVISOR *[Signature]*  
DATE 10/6/2012

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 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: 28,300.00  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 2,631.90  
Invoice Total: 30,931.90  
Less Deposit: 0.00 ✓  
30,931.90

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
 2239 N Black Canyon Hwy  
 Phoenix, AZ 85009



Invoice Number: 2825A-IN ✓  
 Invoice Date: 9/11/2012  
 Order Number:  
 Order Date:  
 Customer No.: CITYO09

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

City of Tempe  
 Fire Support Services  
 1425 Clark Dr.  
 Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B	Terms				
8178112			Net 30 Days				
Item Number	Unit	Ordered	Shipped				
/PARTS	EACH	1.00	1.00	0.00	28,300.000	28,300.00	
MISC PARTS							
Hook lift pup trailer per contract 12-118-02							

REQUISITION # \_\_\_\_\_  
 REC'D (OK TO PAY) \_\_\_\_\_  
 SUPERVISOR W.D. [Signature]  
 DATE 11/6/2012

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Net Invoice: 28,300.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 2,631.90  
 Invoice Total: 30,931.90  
 Less Deposit: 0.00  
 30,931.90 ✓

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
 2239 N Black Canyon Hwy  
 Phoenix, AZ 85009



Invoice Number: 2826A-IN ✓  
 Invoice Date: 9/11/2012

Order Number:  
 Order Date:  
 Customer No.: CITY009

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

City of Tempe  
 Fire Support Services  
 1425 Clark Dr.  
 Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B		Terms			
8178112				Net 30 Days			
Item Number	Unit	Ordered	Shipped				
/PARTS MISC PARTS Hook lift pup trailer per contract 12-118-02	EACH	1.00	1.00	0.00	28,300.000	28,300.00	

REQUISITION # \_\_\_\_\_  
 REC'D (OK TO PAY) \_\_\_\_\_  
 SUPERVISOR *W. J. [Signature]*  
 DATE *11/6/2012*

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: 28,300.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 2,631.90  
**Invoice Total: 30,931.90**  
 Less Deposit: 0.00  
**30,931.90 ✓**

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

**Vouchers For a Payment**

[Back To Payment Inquiry](#)

Bank Name: JPM Chase- Controlled Disburse  
 Bank Account #: 986620489  
 Pay Cycle: QUICK3 Seq Num: 234  
 Vendor Name: UTILITY CRANE AND EQUIPMENT  
 Address: 2239 N BLACK CANYON HIGHWAY

Pymnt Ref ID: 478462  
 Accounting Date: 11/08/2012  
 Payment Date: 11/08/2012  
 Days Outstanding: 7  
 Payment Clear Date:  
 Reconcile Date: 11/14/2012  
 Value Date: 11/08/2012

PHOENIX AZ 85009 USA  
 Payment Amount: 153,052.77 USD Payment Method: CHK

Description

Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	Discount Taken	Late Charge	Source
TEMPE	00547374	1	09/11/2012	2823A-IN ✓	30,931.90 ✓	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547373	1	09/11/2012	2824A-IN ✓	30,931.90 ✓	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547372	1	09/11/2012	2826A-IN ✓	30,931.90 ✓	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547371	1	09/11/2012	2826A-IN ✓	30,931.90 ✓	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547369	1	08/31/2012	2828A-IN	17,031.66	17,031.66	USD			Accounts Payable Vouchers
TEMPE	00547368	1	08/31/2012	2829A-IN	12,293.51	12,293.51	USD			Accounts Payable Vouchers

[Notify](#)

Abbott - Copy

### Purchase & Payment Requisition City of Tempe

Ship To: FIRE TRAINING CENTER  
1340 E UNIVERSITY DR  
Tempe AZ 85281

Business Unit: TEMPE		
Req ID:	Date	Page
0000234447	07/10/2012	1
Requester		Currency
Marilyn Kamb		USD
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Hook Lift Flat Bed		4,0000	EA	11,247.49	44,989.96	

Buyer: Alicia Ruiz  
 Vendor: 0000073389 UTILITY CRANE AND EQUIPMENT  
 Fund: 46000 Org: 2388 Account: 7511

2-1		Stake Panel		2,0000	EA	4,335.00	8,670.00	
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Buyer: Alicia Ruiz  
 Vendor: 0000073389 UTILITY CRANE AND EQUIPMENT  
 Fund: 46000 Org: 2388 Account: 7511

Total Requisition Amount: 53,659.96

Approval Signature	Approval Signature	Approval Signature
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UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
 2239 N Black Canyon Hwy  
 Phoenix, AZ 85009



Invoice Number: 2829A-IN ✓  
 Invoice Date: 8/31/2012

Order Number  
 Order Date  
 Customer No.: CITY009

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

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

Customer PO	Ship VIA	F.O B	Terms			
			Net 30 Days			
Item Number	Unit	Ordered	Shipped			
/PARTS	EACH	1.00	1.00	0.00	11,247.490	11,247.49
MISC PARTS						
Hooklift flatbed per 12-160						

REQUISITION # \_\_\_\_\_  
 REC'D (OK TO PAY) \_\_\_\_\_  
 SUPERVISOR *[Signature]*  
 DATE 11/6/2012

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 person to assume for it any liability in connection with the sale of these parts and/or service. Buyer shall not be held 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	11,247.49
Less Discount:	0.00
Freight:	0.00
Sales Tax:	1,046.02
<b>Invoice Total:</b>	<b>12,293.51</b>
Less Deposit:	0.00
	<b>12,293.51</b>

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
2239 N Black Canyon Hwy  
Phoenix, AZ 85009



Invoice Number: 2828A-IN ✓  
Invoice Date: 8/31/2012  
Order Number:  
Order Date:  
Customer No.: CITY009

City of Tempe  
P.O. Box 5002  
Tempe, AZ 85280

City of Tempe  
1340 E University  
Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B		Terms			
8179352				Net 30 Days			
Item Number	Unit	Ordered	Shipped				
/PARTS MISC PARTS Hook lift flat bed per spec	EACH	1.00	1.00	0.00	11,247.490		11,247.49
/PARTS MISC PARTS Stake panel package 2 of 4	EACH	1.00	1.00	0.00	4,335.000		4,335.00

REQUISITION # \_\_\_\_\_  
REC'D (OK TO PAY) \_\_\_\_\_  
SUPERVISOR *[Signature]*  
DATE 11/6/2012

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Net Invoice: 15,582.49  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 1,449.17  
Invoice Total: 17,031.66  
Less Deposit: 0.00  
17,031.66 ✓

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

**Vouchers For a Payment**

[Back To Payment Inquiry](#)

Bank Name: JPM Chase- Controlled Diaburse  
 Bank Account #: 986620469  
 Pay Cycle: QUICK3 Seq Num: 234  
 Vendor Name: UTILITY CRANE AND EQUIPMENT  
 Address: 2239 N BLACK CANYON HIGHWAY

Pymnt Ref ID: 478462  
 Accounting Date: 11/08/2012  
 Payment Date: 11/08/2012  
 Days Outstanding: 7  
 Payment Clear Date:  
 Reconcile Date: 11/14/2012  
 Value Date: 11/08/2012

PHOENIX AZ 85009 USA  
 Payment Amount: 153,052.77 USD Payment Method: CHK

Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	Discount Taken	Late Charge	Source
TEMPE	00547374	1	09/11/2012	2823A-IN	30,931.90	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547373	1	09/11/2012	2824A-IN	30,931.90	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547372	1	09/11/2012	2825A-IN	30,931.90	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547371	1	09/11/2012	2826A-IN	30,931.90	30,931.90	USD			Accounts Payable Vouchers
TEMPE	00547369	1	08/31/2012	2826A-IN ✓	17,031.66	17,031.66	USD			Accounts Payable Vouchers
TEMPE	00547368	1	08/31/2012	2825A-IN ✓	12,293.51	12,293.51	USD			Accounts Payable Vouchers

Notify

UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
 2239 N Black Canyon Hwy  
 Phoenix, AZ 85009



Invoice Number: 2827A-IN  
 Invoice Date: 8/31/2012

Order Number:  
 Order Date:  
 Customer No.: CITY009

City of Tempe  
 P.O. Box 5002  
 Tempe, AZ 85280

City of Tempe  
 1340 E. University  
 Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B		Terms			
8179352				Net 30 Days			
Item Number	Unit	Ordered	Shipped				
/PARTS MISC PARTS Hook lift flat bed per spec	EACH	1.00	1.00	0.00	11,247.490	11,247.49	
/PARTS MISC PARTS Stake panel package 1 of 4	EACH	1.00	1.00	0.00	4,335.000	4,335.00	

REQUISITION # \_\_\_\_\_  
 REC'D (OK TO PAY) \_\_\_\_\_  
 SUPERVISOR [Signature]  
 DATE 11/6/2012

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:	15,582.49
Less Discount:	0.00
Freight:	0.00
Sales Tax:	1,448.17
<b>Invoice Total:</b>	<b>17,031.66</b>
Less Deposit:	0.00
	<b>17,031.66</b> ✓

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_



UTILITY CRANE & EQUIPMENT

Utility Crane and Equipment  
2239 N Black Canyon Hwy  
Phoenix, AZ 85009



Invoice Number: 2830A-IN ✓  
Invoice Date: 8/31/2012  
Order Number:  
Order Date:  
Customer No.: CITY009

City of Tempe  
P.O. Box 5002  
Tempe, AZ 85280

City of Tempe  
1340 E. University  
Tempe, AZ 85281

Customer PO	Ship VIA	F.O.B		Terms			
8179352				Net 30 Days			
Item Number	Unit	Ordered	Shipped				
/PARTS MISC PARTS Hook lift flat bed per spec 4 of 4	EACH	1.00	1.00	0.00	11,247.490		11,247.49

REQUISITION # \_\_\_\_\_  
REC'D (OK TO PAY) \_\_\_\_\_  
SUPERVISOR [Signature]  
DATE 11/6/2012

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 held 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. 11,247.49  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 1,046.02  
Invoice Total: 12,293.51  
Less Deposit: 0.00  
12,293.51 ✓

Received the above in good condition \_\_\_\_\_ DATE \_\_\_\_\_

**Purchase & Payment Requisition  
City of Tempe**

**Ship To:** FIRE SUPPORT SERVICES  
1425 SOUTH CLARK DRIVE  
TEMPE AZ 85281

<b>Business Unit:</b> TEMPE		
Req ID:	Date	Page
0000233444	06/08/2012	1
Requester	Currency	
Marilyn Kamb	USD	
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Two Room Offices - Red		2.0000	EA	83,169.00	166,338.00	

Buyer: Alicia Ruiz  
Vendor: 0000086671 ADVANCED CONTAINMENT SYSTEMS INC  
Fund: 46000 Org: 2388 Account: 7511

2-1		Two Room Office - Yellow		2.0000	EA	83,169.00	166,338.00	
-----	--	-----------------------------	--	--------	----	-----------	------------	--

Buyer: Alicia Ruiz  
Vendor: 0000086671 ADVANCED CONTAINMENT SYSTEMS INC  
Fund: 46000 Org: 2388 Account: 7511

Total Requisition Amount:      332,676.00

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

ORACLE
Home | Worklist | Add to Favorites | Sign out

[Favorites](#) | [Main Menu](#) | [Purchasing](#) > [Purchase Orders](#) > [Review PO Information](#) > [Purchase Orders](#)

[New Window](#) | [Help](#) | [Customize Page](#) | [http](#)

### Purchase Order Inquiry

#### Purchase Order

<b>Business Unit:</b> TEMPE	<b>PO Status:</b> Compl	
<b>PO ID:</b> 0008178116	<b>Budget Status:</b> Valid	

---

<p><b>PO Date:</b> 05/11/2012</p> <p><b>Vendor Name:</b> <a href="#">ADVANCEDCO-001</a></p> <p><b>Vendor ID:</b> 0000086671 <a href="#">Vendor Details</a></p> <p><b>Buyer:</b> Alicia Ruiz</p> <p><b>PO Reference:</b></p> <p><a href="#">Header Details</a>      <a href="#">All RTV</a>      <a href="#">Document Status</a></p> <p><a href="#">Header Comments</a>      <a href="#">Matching</a></p> <p><a href="#">Change Order</a>      <a href="#">Activity Summary</a></p>	<p><b>Doc Tol Status:</b> Valid</p> <p><b>Backorder Status:</b> Not Backordered</p> <p><b>Receipt Status:</b> Not Recvd</p> <p><input type="checkbox"/> Hold From Further Processing</p> <hr/> <p><b>Amount Summary</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Merchandise:</td> <td style="text-align: right;">332,676 00</td> </tr> <tr> <td>Freight/Tax/Misc.:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><b>Total:</b></td> <td style="text-align: right;"><b>332,676.00 USD</b></td> </tr> <tr> <td><b>Encumbrance Balance:</b></td> <td style="text-align: right;"><b>0.00 USD</b></td> </tr> </table>	Merchandise:	332,676 00	Freight/Tax/Misc.:	0.00	<b>Total:</b>	<b>332,676.00 USD</b>	<b>Encumbrance Balance:</b>	<b>0.00 USD</b>
Merchandise:	332,676 00								
Freight/Tax/Misc.:	0.00								
<b>Total:</b>	<b>332,676.00 USD</b>								
<b>Encumbrance Balance:</b>	<b>0.00 USD</b>								

---

Line	Item ID	Item Description	Category	PO Qty	UOM	Merchandise Amount	Status
1		Two Room Offices - Red	ALL	2.0000	EA	166,338.00 USD	Closed
2		Two Room Office - Yellow	ALL	2.0000	EA	166,338 00 USD	Closed

[Return to Search](#) | [Previous in List](#) | [Next in List](#) | [Notify](#) | [Related Links](#)



REMIT TO:  
8720 LAMBRIGHT RD.  
HOUSTON, TX 77076-3123

Invoice No 000014929

Customer 000725

*Cost Center*  
~~2398~~  
2398

Bill to :

CITY OF TEMPE  
P.O. BOX 5002  
TEMPE AZ 85280  
USA

REQUISITION # \_\_\_\_\_

REC'D (OK TO PAY) \_\_\_\_\_

SUPERVISOR *[Signature]*

DATE 11/6/2012

Sold to :

CITY OF TEMPE  
P.O. BOX 5002  
TEMPE AZ 85280  
USA

Phone (480)350-8548

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Salesperson
TEMPE 0008178116	10-19-2012	NET 30	ACSI PLANT, HOUSTON,	BEST WAY	BD
Item	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
000010	99010135 Rev 000 U/M EA OFFICE 2-ROOM UNIT POD YELLOW, TEMP SERIAL# T10X1253 SERIAL# T10X1254 SO# 12753 JO# 2142 CONTRACT ID: T12-118-01	2.0000	83,169.00000	0.00	166,338.00
SHIPPED TO ADDRESS: CITY OF GLENDALE EQUIPMENT YARD 6300 W. ORANGEWOOD GLENDALE AZ 85301 USA  Please pay balance due by Sunday November 18 2012.			Total Item Price Shipping Sales Tax Total Inv Price		166,338.00 0.00 0.00 \$ 166,338.00

*Glendale*

*use tax  
NOT  
reflected*



REMIT TO:  
8720 LAMBRIGHT RD.  
HOUSTON, TX 77075-3123

Invoice No 0000014928

Customer 000725

Bill to :

CITY OF TEMPE  
P.O. BOX 5002  
TEMPE AZ 85280  
USA

Sold to :

CITY OF TEMPE  
P.O. BOX 5002  
TEMPE AZ 85280  
USA

*Cost Center  
2388*

REQUISITION # \_\_\_\_\_

REC'D (OK TO PAY) \_\_\_\_\_

SUPERVISOR *W. [Signature]*

DATE *11/6/2012*

Phone (480)350-8548

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Salesperson
TEMPE 0008178116	10-19-2012	NET 30	ACSI PLANT, HOUSTON,	BEST WAY	BD
Item	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
000010	99010134 Rev 000 U/M EA OFFICE 2-ROOM UNIT POD RED, TEMPE SERIAL# T10X1251 SERIAL# T10X1252  SO# 12753 JO# 2141  CONTRACT ID: T12-118-01	2 0000	83,169.00000	0.00	166,338.00
SHIPPED TO ADDRESS: TEMPE FIRE DEPT TRAINING CENTER 1340 E. UNIVERSITY DR. TEMPE AZ 85281 USA			Total Item Price		166,338.00
			Shipping		0.00
			Sales Tax		0.00
			<b>Total Inv Price</b>		<b>\$ 166,338.00</b>
Please pay balance due by Sunday November 18 2012.					<i>No use tax reflected</i>

Report ID: GLST7131\* - PS910PRD  
 Bus. Unit: TEMPE--City of Tempe  
 Ledger: ACTUALS -- Actual Ledger  
 For Fiscal Year 2013 Period 1 to 12  
 Fund Code: 46000 ORG: 2388 ACCT: ALL  
 46000 2388 2011 ARMT 88213-02 (F)

PeopleSoft GL  
 REVENUE AND EXPENSE ACTIVITY BY DEPTID/COST CENTER (131)

Page No 1  
 Run Date 01/08/2013  
 Run Time 11:53:43  
 Period Ending 06/30/2013

Account Description / Vendor	Jrnl Date	Journal ID	Ref	Req ID	Budget	Rev / Exp	Encumbrances	Balance
4202 Federal Grants								
		Beginning Balance:				0.00		
		Total Activity:				0.00		
		Ending Balance:			462,400.00	0.00	0.00	462,400.00
<hr/>								
Sub-Total 4200 Intergovernmental Revenue		Beginning Balance:				0.00		
		Total Activity:				0.00		
		Ending Balance:			462,400.00	0.00	0.00	462,400.00
<hr/>								
Total REVS REVENUE		Beginning Balance:				0.00		
		Total Activity:				0.00		
		Ending Balance:			462,400.00	0.00	0.00	462,400.00
<hr/>								
6351 Minor Equipment		Beginning Balance:				0.00		
		Total Activity:				0.00		
		Ending Balance:			462,400.00-	0.00	0.00	462,400.00-
<hr/>								
Sub-Total 6200 Materials & Supplies		Beginning Balance:				0.00		
		Total Activity:				0.00		
		Ending Balance:			462,400.00-	0.00	0.00	462,400.00-
<hr/>								
7511 Other Equipment								
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547367	0000234447		11,247.49		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547367			1,046.02		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547368	0000234447		11,247.49		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547368			1,046.02		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547369	0000234447		11,247.49		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547369	0000234447		4,335.00		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547369			1,449.17		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547370	0000234447		11,247.49		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547370	0000234447		4,335.00		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547370			1,449.17		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547371			30,931.90		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547372			30,931.90		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547373			30,931.90		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547374			30,931.90		
ADVANCED CONTAINMENT SYSTEMS INC	11/09/2012	AP00072070	00547359			177,316.31		
ADVANCED CONTAINMENT SYSTEMS INC	11/09/2012	AP00072070	00547358			177,316.31		

## Purchase & Payment Requisition City of Tempe

**Ship To:** FIRE SUPPORT SERVICES  
1425 SOUTH CLARK DRIVE  
TEMPE AZ 85281

<b>Business Unit:</b> TEMPE		
Req ID: 0000238492	Date 11/06/2012	Page 1
Requester Robert Harris		Currency USD
Requester Signature		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Quote#: 12-1041 Towable Generator 2 Two (2) NEW Gator model DGY45 generator set, rated 45KW, single phase, 120/240VAC, 60 hertz, 1800 RPM, for operation on Diesel fuel.		2.0000	EA	30,250.00	60,500.00	

Buyer: Ted Stallings  
Vendor: 0000000000 DEFAULT VENDOR  
Fund: 46000 Org: 2388 Account: 7511

2-1		Quote#: 12-1041 One (1) NEW Gator model DG150 generator set, rated 150kW, single and three phase, 120/240, 120/208, 277/480 VAC, 60 hertz, 1800 RPM, for operation on Diesel fuel.		1.0000	EA	37,000.00	37,000.00	
-----	--	---	--	--------	----	-----------	-----------	--

Buyer: Ted Stallings  
Vendor: 0000000000 DEFAULT VENDOR  
Fund: 46000 Org: 2388 Account: 7511

3-1		Quote#: 12-1041 100 foot long heavy duty 50 Amp power cables with one end to connect to a Hubbell CS6375 Flanged inlet twist-lock 3 pole 4 wire Grounding Receptacle		6.0000	EA	250.00	1,500.00	
-----	--	--	--	--------	----	--------	----------	--

Buyer: Ted Stallings  
Vendor: 0000000000 DEFAULT VENDOR  
Fund: 46000 Org: 2388 Account: 7511

Total Requisition Amount: 99,000.00

Approval Signature	Approval Signature	Approval Signature
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**Purchase & Payment Requisition  
City of Tempe**

**Ship To:** FIRE SUPPORT SERVICES  
1425 SOUTH CLARK DRIVE  
TEMPE AZ 85281

<b>Business Unit: TEMPE</b>		
Req ID:	Date	Page
0000238492	11/06/2012	2
Requester	Currency	
Robert Harris	USD	
Requester Signature		

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

Approval Signature	Approval Signature	Approval Signature
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**Purchase & Payment Requisition  
City of Tempe**

**Ship To:** FIRE SUPPORT SERVICES  
1425 SOUTH CLARK DRIVE  
TEMPE AZ 85281

<b>Business Unit:</b> TEMPE	
Req ID: 0000238492	Date 11/06/2012
Requester Robert Harris	Page 3
Requester Signature	Currency USD

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
COBRA Power Systems, Inc. 8 American Way Spotswood, NJ 08884 Tel: 908-486-1800 Fax: 908-486-1826 www_cobra-nower.cotit								

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

Copy: Abbott

# Invoice



Remit To:  
COBRA Power Systems, Inc.  
8 American Way  
Spotswood, NJ 08884  
Phone # 877-214-1002

Invoice # **1121041-1** Date 12/10/2012

Customer P.O. # 0008183222

REQUISITION # 238492

REC'D (OK TO PAY) JA  
SUPERVISOR Tom Abbott

DATE 12/19/12

Bill To:  
City of Tempe  
PO Box 5002  
Tempe, AZ 85280  
Accounts Payable

PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.  
THIS DOCUMENT CONTAINS CONFIDENTIAL  
INFORMATION AND SHALL NOT BE REPRODUCED.  
COBRA POWER SYSTEMS, INC. EIN# 20-0308422

Terms	Due Date	Ship Date	Ship Via	FOB	Project
Net 30	1/9/2013	12/10/2012	Best Way	COBRA	Portable Generators
Item No.	Quantity	Description		Rate	Amount
Generator	2	Towable Generator - Two (2) NEW Gator model DGY45 generator set, rated 45kW, single phase, 120/240 VAC, 60 hertz, 1800RPM, for operation on Diesel fuel.		30,250.00	60,500.00
Generator	1	One NEW Gator model DG150 generator set, rated 150kW, single and three phase, 120/240, 120/208, 277/480 VAC, 60 hertz, 1800 RPM, for operation on Diesel fuel.		37,000.00	37,000.00
Cable	6	100 foot long heavy duty 50 Amp power cables with one end to connect to a Hubbell CS6375 Flanged inlet twist-lock 3 pole 4 wire Grounding Receptacle		250.00	1,500.00
Please remit to above address. It has been a pleasure working with you!				<b>Subtotal</b>	\$99,000.00
				<b>Sales Tax (0.0%)</b>	\$0.00
				<b>Total</b>	\$99,000.00

Use tax not  
relected

**Vouchers For a Payment**

[Back To Payment Inquiry](#)

Bank Name:	JPM Chase- Controlled Disburse	Pymnt Ref ID:	481679
Bank Account #:	986620489	Accounting Date:	01/10/2013
Pay Cycle:	APWKLY Seq Num: 486	Payment Date:	01/10/2013
Vendor Name:	COBRA POWER SYSTEMS INC	Days Outstanding:	27
Address:	EIGHT AMERICAN WAY	Payment Clear Date:	
		Reconcile Date:	01/24/2013
	SPOTSWOOD NJ 08864 USA	Value Date:	01/10/2013
Payment Amount:	99,000.00 USD	Payment Method:	CHK

Description

Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	Discount Taken	Late Charge	Source
TEMPE	00549649	1	12/10/2012	1121041-1	99,000.00	99,000.00	USD			Accounts Payable Vouchers

[Notify](#)

2288

Report ID: GLST7131\* - P5910PRD  
 Bus. Unit: TEMPE--City of Tempe  
 Ledger: ACTUALS -- Actual Ledger  
 For Fiscal Year: 2013 Period: 1 to 12  
 Fund Code: 46000 ORG: 2388 ACCT: ALL  
 46000 2388 2011 AMMT 888213-02 (R)

PeopleSoft GL  
 REVENUE AND EXPENSE ACTIVITY BY DEPTID/COST CENTER (131)

Page No. 2  
 Run Date 02/06/2013  
 Run Time 12:55:05  
 Period Ending 06/30/2013

Account Description / Vendor	Yrnl Date	Journal ID	Ref	Req ID	Budget	Rev / Exp	Encumbrances	Balance
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547373			30,931.90		
UTILITY CRANE AND EQUIPMENT	11/09/2012	AP00072070	00547374			30,931.90		
ADVANCED CONTAINMENT SYSTEMS INC	11/09/2012	AP00072070	00547359			177,316.31		
ADVANCED CONTAINMENT SYSTEMS INC	11/09/2012	AP00072070	00547358			177,316.31		
COBRA POWER SYSTEMS INC	01/04/2013	AP00072303	00549649	0000238492		64,493.00		
COBRA POWER SYSTEMS INC	01/04/2013	AP00072303	00549649	0000238492		39,442.00		
COBRA POWER SYSTEMS INC	01/04/2013	AP00072303	00549649	0000238492		1,599.00		
7511 Other Equipment						0.00		
						642,544.56		
					0.00	642,544.56	0.00	642,544.56
<hr/>								
Sub-Total 7500 Capital Outlays						0.00		
						642,544.56		
					0.00	642,544.56	0.00	642,544.56
Sub-Total 0150 Supp, srvc, Travel, Cap Outlay						0.00		
						642,544.56		
					462,400.00-	642,544.56	0.00	180,144.56
Total EXPNS EXPENSES						0.00		
						642,544.56		
					462,400.00-	642,544.56	0.00	180,144.56

*USE = 105,534*  
*TO BE ADDED TO BUDGET*  
*3 01/01/13*

*105534*  
*102 705.75*  


---

*\$ 2828.25 SHORT*

**Exhibit B**

ARIZONE DHS SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777214-03

11-AZDOHS-HSGP-888213-02

# SUBGRANTEE AGREEMENT

**11-AZDOHS-HSGP-888213-02**

Enter Grant Agreement Number above (e.g., 888xxx-xx)

**Between**

**The Arizona Department of Homeland Security  
And**

**Tempe Fire Department**

**C2011-181**

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, 2011** and shall terminate on **September 30, 2012**. 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 4, Central Region All Hazards Incident Management Teams Equip"

Enter Title of Application

and funded at \$ 462,400.00 (as may have been modified by the award letter).

Enter Funded Amount above

**IV. MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ 462,400.00 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](http://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 the 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](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](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](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 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 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 (Three Hundred Dollars) 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](http://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, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, 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 comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. 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](http://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](http://www.azdohs.gov)

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

Deputy Fire Chief, Tom Abbott  
Enter Title, First & Last Name above  
Tempe Fire Department  
Enter Agency Name above  
1400 E. Apache Blvd  
Enter Street Address  
Tempe, AZ 85281  
Enter City, State, ZIP

**XXXX. IN WITNESS WHEREOF**

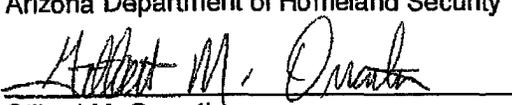
The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Tempe Fire Department  
Enter Agency Name above  
  
Authorized Signature above  
Mark Simmons/Fire Chief  
Print Name & Title above

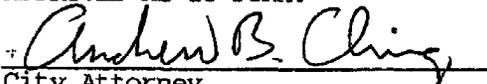
11/3/11  
Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security  
  
Gilbert M. Orrantia  
Director

11/16/11  
Date

**APPROVED AS TO FORM:**

  
City Attorney

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

**Resolution No. 2011.106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT AGREEMENT NUMBER 888213-02 FOR THE PHASE 4 CENTRAL REGION ALL HAZARDS INCIDENT MANAGEMENT TEAMS EQUIPMENT SUPPORT PROJECT.**

WHEREAS, the application the City of Tempe ("Tempe") submitted to the Arizona Homeland Security Grant Program has been partially awarded for the project titled Phase 4, Central Region All Hazards Incident Management Teams ("AHIMT") Equipment Support ("Project");

WHEREAS, this Project has been allocated \$462,400.00 under the STATE HOMELAND SECURITY GRANT PROGRAM for the period of October 1, 2011 through September 30, 2012;

WHEREAS, the City of Tempe, at the recommendation of the Fire Department, will update its application to reflect the partial award of grant funding;

WHEREAS, the Project is for the benefit of the citizens of Tempe; and

WHEREAS, the Project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Grants approval of the request to update Tempe's application to accept the partial award grant funding from the AZDOHS in the amount of \$462,400.00.
2. Gives authority to the Tempe Fire Chief or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 3rd day of November, 2011.

  
for MAYOR HUGH L. HALLMAN

ATTEST:

Rosette M. King  
City Clerk

APPROVED AS TO FORM:

Andrew B. Chig  
City Attorney

# SUBGRANTEE AGREEMENT-REALLOCATION

10-AZDOHS-HSGP- 777214-03

Between

The Arizona Department of Homeland Security  
And

Tempe Fire Department

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

(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 **May 1, 2012** and shall terminate on **April 30, 2013**. 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 5, Central Region All Hazards Incident Management Teams Equipment Support"** and funded at \$ **177,440** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ **177,440** to the subrecipient for services provided under Paragraph III.
- 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](http://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 the 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](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](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](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 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 (Three Hundred Dollars) 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](http://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, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc... or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, 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 comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. 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](http://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](http://www.azdohs.gov)

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

Tom Ahko ts  
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

[Signature]  
Authorized Signature above

GREG RUIZ INTERIM FIRE CHIEF  
Print Name & Title above

6/18/2012  
Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

[Signature]  
Gilbert M. Orrantia

Director

6/19/12  
Date

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