

**CITY OF TEMPE
AND
THE DOWNTOWN TEMPE COMMUNITY
LEASE AGREEMENT
FOR THE DOWNTOWN SAFETY PROGRAM**

C2011-_____

This Lease Agreement (“Lease”) between City of Tempe (“City” or “Lessor”), a municipal corporation organized under the laws of the State of Arizona, and Downtown Tempe Community (“DTC” or “Lessee”), a private, non-profit Arizona organization, is hereby entered into by the parties this ____ day of _____, 2011, for use of certain City vehicles for the Downtown Safety Program (“Program”) by DTC.

RECITALS

WHEREAS, City and DTC have previously entered into that certain Agreement for the Downtown Safety Program dated _____ (“Agreement”); and

WHEREAS, the parties to the Agreement desire to have City lease a number of City-owned vehicles and units of equipment for use by DTC in undertaking the duties and obligations of the Program.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the parties agree as follows:

1. **Vehicles and Equipment.** City agrees to lease to DTC and DTC hereby agrees to lease from City those certain vehicles as listed on *Exhibit A* attached hereto and incorporated herein by this reference, which may be amended from time to time by a written agreement between the parties (“Leased Vehicles”). *Exhibit A* shall include but not be limited to a detail of each vehicle description including the year, make and model of each vehicle, as well as its VIN number. *Exhibit A* shall be revised and updated as vehicles and equipment are secured, added and/or deleted from this Lease.
2. **Term.** The term of this Lease shall commence on the effective date of the City Council approval of such Lease (“Effective Date”), and shall continue for a period of two (2) years, unless otherwise renewed, terminated or cancelled pursuant to the terms of this Lease, with an expiration date of December 31, 2013.
3. **Payments.** DTC shall timely pay to City as rent the sums outlined in *Exhibit B* attached hereto and incorporated herein by this reference, which may be amended from time to time by a written agreement between the parties. *Exhibit B* shall include but not be limited to a description of the amount due at the

Effective Date, total of payments and other charges due to City. *Exhibit B* shall be revised and updated as Leased Vehicles are secured, added and/or deleted from this Lease.

4. Minimum Term. If possible, each Leased Vehicle subject to this Lease and described in *Exhibit A*, shall remain in service for a minimum term of three (3) years prior to being replaced. DTC acknowledges and agrees that this estimate constitutes a reasonable estimate of each Leased Vehicle's useful life for the operations as set forth in the Agreement.
5. Use. DTC shall use the Leased Vehicles including equipment, solely for the conducting the duties of the Program as set forth in the Agreement. All uses by DTC and its employees, agents, officers, directors and/or assigns, shall fully comply with all applicable Federal, State and local laws concerning the Leased Vehicles, including equipment, as well as the operations undertaken thereby.
6. No Warranties. Exclusive of original equipment warranties and/or factory warranties that are routinely in effect for each Leased Vehicle, City makes no representations, covenants or warranties, express or implied, concerning the condition of any of the Leased Vehicles, their delivery, or fitness for any particular purpose. DTC hereby acknowledges and agrees that it is accepting each of the Leased Vehicles on an "as is" basis, and subject to reasonable inspection by DTC upon the actual delivery of each Leased Vehicle. City shall in no way be held responsible for any damages, whether actual, special, consequential or otherwise, arising from the Leased Vehicle(s), including equipment, or this Lease.
7. Maintenance. DTC acknowledges and agrees that DTC shall be solely responsible for all maintenance, upkeep and repairs to equipment and Leased Vehicles, and agrees to undertake such obligations in a timely and efficient manner, consistent with the Preventative Maintenance Requirements more specifically set forth on *Exhibit D*, attached hereto and incorporated herein by this reference, at DTC's sole expense. DTC shall return all equipment and each Leased Vehicle to City in reasonably good condition, ordinary wear and tear excepted, at the expiration of this Lease. In addition, DTC shall return each unit of equipment and Leased Vehicle to City at the end of its useful life.
8. Taxes, Licensing, and Registration. DTC shall be solely responsible for obtaining and keeping in force all applicable licenses and registrations for the Leased Vehicles and equipment at DTC's sole expense, in compliance with the requirements of Federal, State and local laws and ordinances. DTC shall be solely responsible for the payment of any and all taxes attendant to the purchase and usage of equipment and Leased Vehicles, regardless of the time of its accrual or assessment. DTC agrees to make available to City at City's request, any information, documents and/or correspondence relating to the fees, licensing

and taxes referenced herein, and City agrees to undertake reasonable efforts to assist DTC, as requested, in securing such licenses and registrations.

9. Inventory by City. DTC hereby agrees to fully cooperate and use its best efforts to comply with any inventory verification and/or accounting process, upon request by City. City shall use its best efforts not to disrupt the business operations of DTC during any such process, but shall not be liable or responsible for any losses resulting from any such business interruption.
10. Indemnification. To the fullest extent permitted by law, DTC shall defend, indemnify and hold harmless City, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, court costs, and the costs of appellate proceedings, arising out of, or resulting from the negligent acts, errors, mistakes, omissions, work, services, or professional services of DTC, its agents, employees, contractors or subcontractors, or any other person for whose acts, errors, mistakes, omissions, work, services, or professional services DTC may be held legally liable, in the performance of duties and obligations under this Agreement. This provision shall survive termination or expiration of this Agreement.
11. Insurance. DTC shall provide insurance, evidenced by certificate issued to City, for such amounts and coverages as are satisfactory and approved by City, with minimum amounts and coverages as specified by the City Manager or his authorized representative, naming the City, its employees, officers and directors, as additional insureds, to protect against loss arising out of this Agreement and the performance thereof. This provision naming the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s). Insurance requirements shall be set forth on *Exhibit C* attached hereto and incorporated herein by this reference.
12. Drug and Alcohol Testing Requirements. DTC hereby represents and warrants to the City that it shall perform drug and alcohol testing on its employees and/or agents as set forth in *Exhibit E* attached hereto and incorporated herein by this reference, and additionally upon reasonable suspicion, as permitted by Arizona law. Further, DTC covenants to hold harmless and indemnify the City for any and all violations of this provision. DTC further agrees that the City shall not be liable and no liability shall attach to City for any negligence which may be imputed by law, arising out of the maintenance, operation or use of a Leased Vehicle by DTC, its employees, agents, officers or assigns, or create responsibility or liability on the part of the City for drug or alcohol testing of DTC, its employees, agents, officers or assigns.

13. No Assignment or Delegation. DTC may not assign its rights, obligations or duties under this Lease without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.
14. Events of Default. An "Event of Default" by DTC shall include any act or failure to act as follows, or for materially breaching any promise or covenant made herein, including the failure to materially to adequately perform the services set forth in this Lease, failure by DTC to pay any sums when due hereunder, or materially breaching any promise or covenant contained in the Lease.
15. Termination. City shall be entitled to terminate this Lease at any time, in its discretion. City may terminate this Lease for default, non-performance, breach or convenience, pursuant to A.R.S. §38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by DTC. City may also terminate should funds not be allocated to fulfill the terms of this Lease. Termination shall be commenced by delivery of written notice to DTC by City personally or by certified mail, return receipt requested. Upon and during the continuance of an Event of Default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to DTC, may do the following: (a) terminate the Lease; (b) pursue and/or reserve any and all rights for claims to damages for breach or default of the Lease; and/or, (c) recover any and all monies due from DTC, including but not limited to, the detriment proximately caused by DTC's failure to perform its obligations herein, or which in the ordinary course would likely result therefrom.
16. Funding. If during the term and any renewal terms of this Lease, City fails to secure funding or achieve the funding necessary to continue this Lease, the Lease will be terminated no later than June 30th of the last fiscal year for which funding was made available. No termination or cancellation penalty or liability of any kind shall accrue to City as a result of such termination. In the event of such termination, DTC shall return the Leased Vehicles, including equipment, to City no later than July 30th of the fiscal year succeeding the termination date.
17. Notices. Whenever any party desires to give notice to another party, it must be given by written notice, mailed by first class mail, addressed to the party at the address shown in this Lease and shall be effective when received.

Notice for the DTC:

Downtown Tempe Community
 310 S. Mill Avenue, A-201
 Tempe, AZ 85281
 With copy to:

Notice for City:

Tempe City Manager
 P.O. Box 5002
 Tempe, AZ 85280
 With copy to:

City of Tempe Community
Development Director
210 E. 6th Street, Suite 208
Tempe, AZ 85281

Tempe Police Department
Attn: Police Chief
140 East 5th Street
Tempe, AZ 85281

18. Entire Agreement. This Lease incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Lease constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral. If any conflicts exist as to the Lease and the Agreement, the terms of the Agreement shall prevail.
19. Amendments. This Lease may not be changed, altered or modified except by an instrument in writing signed by all parties. The City Manager or his designee is expressly authorized to authorized and empowered consent to any and all requests of either party relating to this Agreement without further action of the City Council, except for any actions requiring City Council approval as a matter of law.
20. Jurisdiction, Venue and Governing Law. All parties hereby irrevocably submit to the jurisdiction of the Arizona state or federal courts in any action or proceeding arising out of or relating to this Lease and hereby irrevocably agree that all claims in respect to such action or proceeding may be heard and determined in Maricopa County, Arizona. The parties agree that this Lease shall be construed and interpreted according to the laws of the State of Arizona.
21. Time of Essence. The parties agree that time shall be of the essence in this Lease and the representations and warranties made are all material and of the essence of this Lease.
22. Record Retention. DTC agrees to retain all records relating to the Lease pursuant to A.R.S. § 35-214, as amended from time to time. DTC agrees to make those records available at all reasonable times for inspection and audit by City during the term of the Lease and for a period of five (5) years after the completion of the Lease. The records shall be provided to the City Community Development Department, or as otherwise designated by City upon reasonable notice to DTC.
23. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a written instrument to that effect signed by an authorized agent of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by City for strict performance of this Lease. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

- 24. No Partnership. This Lease and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

- 25. Conflicts of Interest. No officer or employee of either party shall have any direct or indirect interest in this Lease, nor participate in any decision relating to the Lease, that is prohibited by law.

- 26. Legal Compliance. DTC agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Lease, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act, and all amendments thereto, along with all attendant laws, rules and regulations. DTC acknowledges that a breach of this warranty is a material breach of this Lease and DTC is subject to penalties for violation(s) of this provision, including termination. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Lease to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of DTC. DTC hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective _____, as shown by the signatures below.

CITY OF TEMPE, a municipal corporation

 Hugh Hallman, Mayor

The Downtown Tempe Community

By: _____
 Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

For vehicles and equipment provided to DTC by City under this Lease Agreement, complete the following:

Unit No.	Make/Model	License	Year	VIN Number or Equipment Identification Number	State	In-Service Date	Mileage and Condition at Date of Delivery
524	CHEVROLET SILVERADO CC	??	2010	3GCPKEA0BG330772	AZ	09-Jun-11	
DEPT. 2273			City Security Team		AZ		
1044	BOATMASTER BOATTRAILER	G875CJ (AZ)	1999	42XBG1821XF008131		31-Aug-99	
1045	BOSTON WHA GUARDIAN	1196 Z (AZ)	1999	BWCAM486F900		31-Aug-99	
DEPT. 5013			Lake Security - CFD				

Exhibit B

Amount Due at Delivery:

- a. In each year of the Lease Term, DTC shall pay ten dollars (\$10.00) per year per vehicle to City, for the leasing of City vehicles under this Lease; and one dollar (\$1.00) per year per unit of equipment to City for the leasing of equipment.
- b. Amount due will be subject to any and all Federal, State and local taxes applicable at the time of payment.
- c. Payment of amount due by DTC shall initially be due to City upon delivery of each vehicle and/or unit of equipment, and then on an annual basis thereafter, commencing on July 1, 2012.
- d. Amount due by DTC to City will include pro-rata amortization of applicable title and registration fees.

\$ _____

Total \$ _____

Exhibit C

INSURANCE REQUIREMENTS

Prior to commencing services under this Lease, DTC shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by DTC, their agents, representatives, employees, or subcontractors.

1. Minimum Limits of Insurance

DTC shall maintain limits no less than:

- 1.1. **Commercial General Liability:** \$10,000,000.00 combined single limit per occurrence for bodily injury and property damage, including coverage's for contractual liability (including defense expense coverage for additional insured's), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 1.2. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage, including coverage's for owned, hired, and non-owned vehicles as applicable.
- 1.3. **Workers Compensation and Employers Liability:** Workers Compensation and Employers Liability statutory limits as required by the State of Arizona.
- 1.4. **Property:** Property insurance, including an installation floater, on an all-risk form, including earthquake and flood, for 100% of the replacement value, with any deductible, not to exceed \$5,000.00 (2% earthquake and flood). Such policy shall include the City of Tempe as a named insured as its interests may appear.
- 1.5. **Fidelity Bond:** A blanket fidelity bond covering all officers and employees, in an amount not less than \$7,500, with any deductible not to exceed \$1,000.00, including City as additional obligee or loss payee as its interests may appear.

2. Deductibles and Self-Insured Retentions

- 2.1. Any Deductibles or self-insured retentions must be declared and approved by City. At the option of City, both the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officials, employees, and volunteers, or DTC shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and Defense.

3. Insurance Provisions

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

- 3.1. **Commercial General Liability and Automobile Liability Coverage**

- 3.1.1. City, and including all elected and appointed officials, all employees and volunteers, and boards, commissions and/or authorities and their board members, employees, and volunteers, are to be covered as additional insured's as respects: Liability arising out of activities performed by or on behalf of DTC including the insured's general supervision of DTC; products and completed operations of DTC; premises owned, occupied or used by DTC, or automobiles owned, leased, hired or borrowed by DTC. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees, or volunteers.
- 3.1.2. DTC's insurance coverage shall be primary as respects City, its officials, employees, or volunteers. Any insurance of self insurance maintained by City, its officials, employees, or volunteers shall be excess of DTC's insurance and shall not contribute to it.
- 3.1.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected and appointed officials, employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers.
- 3.1.4. Coverage shall state that DTC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2. **Workers' Compensation and employers Liability Coverage**

- 3.2.1. The insurer shall agree to waive all rights of subrogation against City, its elected and appointed officials, employee and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers for losses arising from work performed by DTC for City.

3.3. **All Coverages**

- 3.3.1. Each insurance policy required by this Lease shall be endorsed to state the coverage shall not be suspended, voided, and/or cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified mail, return receipt requested, and has been given to the City's Risk Manager. (See address for Risk Manager under "Questions" in this Exhibit.)

4. **Insurance Related Requirements**

DTC shall:

- 4.1. Prior to commencement of services, furnish City with Certificates of Insurance, in for and with insurers acceptable to the City's Risk Manager (or designee) which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be cancelled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to City.

- 4.2. Provide certified copies of endorsements and policies if requested by City in lieu of or in addition to Certificates of Insurance.
- 4.3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4.4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the Lease term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Lease, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, purchase insurance for DTC and invoice DTC for the cost of the insurance.
- 4.5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-XII.
- 4.6. Maintain such coverage continuously throughout the term of this Lease and without lapse for a period of five years beyond the Lease expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the Lease term give rise to the claims made after expiration of the Lease, such claims shall be covered by such claims-made policies.

5. **Subcontractors**

- 5.1. DTC shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage limits for subcontractors shall be subject to all of the requirements stated herein for DTC.

6. **Safety**

- 6.1. DTC shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours, safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. DTC's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

7. **Questions**

- 7.1. Any questions relative to insurance requirements may be referred to Risk Manager, City of Tempe, 20 East Sixth Street, Tempe, AZ, (480) 350-8321.

Exhibit D

Preventative Maintenance Guidelines

DTC shall perform the following preventative maintenance on the Leased Vehicles as follows:

1. Inspect Leased Vehicles every Three Thousand Five Hundred (3,500) miles as follows:
 - ___ Check for body damage.
 - ___ Listen for noises, or problems when pulling into shop. Verify no check engine light.
 - ___ Inspect headlights, high beams, turn signals, back up, brake, running, four ways & emergency lighting.
 - ___ Check tire press. and condition, including spare. Check for jack and lug wrench.
 - ___ Interior functions: power windows & locks, a/c functions, horn, siren, park brake, seats, and seatbelts.
 - ___ Check fluid level and condition of oil, p/s and transmission fluid, coolant, brake fluid. If low, determine cause.
 - ___ Inspect wiper blades, washer level and operation. Inspect windshield.
 - ___ Remove and inspect air filter & cab air filter. Clean or replace.
 - ___ Disconnect battery and clean battery terminals. Check battery level.
 - ___ General inspection of engine compartment.
 - ___ Inspect engine belts, tensioner and hoses.
 - ___ Check upper motor mounts, strut mounts or bushings,
 - ___ change engine oil and oil filter.
 - ___ Inspect steering and suspension. Steering gear, tie rods, center link, struts, shocks, idler arm, ball joints, upper and lower control arm bushings, sway bar bushings and end links.
 - ___ Grease ball joints, tie rods, steering components, etc.
 - ___ Remove wheels. Inspect all brake linings lines, wheel cylinders, hoses, and parking brake and cables.
 - ___ Inspect exhaust system for leaks or broken mounts or supports.
 - ___ Inspect drive train: axle shafts and seals, CV boots, U-joints. Check differential level.
 - ___ Inspect lower engine mounts and transmission mounts.
 - ___ Inspect for oil, transmission, brake fluid, p/s fluid, or coolant leaks.
 - ___ Rotate tires and reinstall. Torque to specification.
 - ___ Run engine and recheck oil level.
 - ___ Apply PM sticker and reset change oil light. Fill out oil slip.
 - ___ Test drive: check for noises, drivability, shifting, and braking.
2. Perform a transmission flush at Twenty One Thousand (21,000) miles; and,
3. Perform a flush of the cooling system, braking system and power steering system at Fifty Thousand (50,000) miles, or as needed prior to that time.

EXHIBIT E
Post-Accident Testing

Post-accident testing –

- Upon being notified that one of their employees has been involved in an accident, the supervisor must **IMMEDIATELY** take the following steps to ensure compliance with the City of Tempe Personnel Rules and Regulations as well as Federal Regulations as appropriate.
 - An accident does not necessarily need to be vehicle related and should be handled following the same procedures and criteria listed below.
- The employee's direct supervisor (or another appropriate supervisor if that person is unavailable) will:
 - **Report to the accident scene;** and
 - Contact the on-site **Risk Management representative** or Risk Management at 480.350.8898; and
 - **Notify Human Resources** at 480.350.8278 (Supervisors should ask for their assigned Human Resources Analyst, the Deputy HR Director or the HR Director) **OR after hours at 480.313.0995.**
- The supervisor obtains information regarding the accident from the employee and from the Risk Management representative. The supervisor and Risk Management representative determine whether the employee needs to be tested using the following criteria:
 - There is a loss of life, or
 - There is an injury requiring treatment away from the scene of the accident, or
 - It appears the employee may have been at fault, when the actions of the employee apparently caused, or cannot be discounted as having caused, an accident, or
 - The driver receives a citation for a moving traffic violation arising from a vehicular accident, or
 - A vehicle is required to be towed away from the scene, or
 - The Risk Management representative determines the City of Tempe may be in a position of liability from the actions of the employee.
- If employee meets any of the above criteria, **they must submit to a drug/alcohol test.** If there are any questions regarding whether a drug/alcohol test is appropriate, the supervisor shall contact Risk Management staff and/or Human Resources staff at the phone numbers listed above for resolution.
- The supervisor shall then **transport and accompany the employee to the drug/alcohol testing facility.**
 - An alcohol test must be administered within two (2) hours following the accident. If this does not happen, the supervisor must immediately call the Human Resources Department for direction at 480.350.8278 (Supervisors should ask for their assigned Human Resources Analyst, the Deputy HR Director or the HR Director) **OR after hours at: 480.313.0995**
 - The supervisor must then prepare and provide to Human Resources to maintain on file a record stating the reasons the test was not promptly administered. If a test required is not administered within eight (8) hours following the accident, the

supervisor shall cease attempts to administer an alcohol test and must prepare and provide to Human Resources to maintain on file a record stating the reasons the test was not administered.

- A controlled substances test must be administered within two (2) hours following the accident. If this does not happen, the supervisor must immediately call the Human Resources Department for direction at 480. 350.8278 (Supervisors should ask for their assigned Human Resources Analyst, the Deputy HR Director or the HR Director) **OR after hours at:** 480.313.0995
- If a controlled substances test is not administered within thirty-two (32) hours following the accident, the supervisor shall cease attempts to administer a test and must prepare and provide to Human Resources to maintain on file a record stating the reasons the test was not administered.
- Supervisors can be held accountable if there is no legitimate reason for meeting the timeframe stated and can face discipline up to and including termination.
- **Note: If the employee has been injured** in the accident and needs to be transported for further treatment to a medical facility, but the criteria for testing has still been met, the supervisor is responsible to follow up with Risk Management and Human Resources to determine how the alcohol and controlled substance test can still be administered.

APPROVED TESTING LOCATIONS:

Southwest Laboratories

4645 E. Cotton Blvd. Bldg. 3, Ste. 177
Phoenix, AZ (602) 438-8507
Hours: 8:00 a.m. – 4:30 p.m. Mon. - Fri.
(48th Street & Broadway)

AFTER HOURS TESTING LOCATION ONLY:

Concentra

1818 E. Sky Harbor Cir. North
Bldg. 2, Ste. 150
Phoenix, AZ 85034
(602) 244-9500

Hours: 24 hours, 7 days a week
(16th Street & Buckeye)

- At the testing facility, the supervisor is responsible for requesting *a post-accident drug and alcohol screening* for their employee under the City of Tempe account. The supervisor will remain with the employee until the testing is completed. The supervisor will then transport the employee back to their work location.

Supervisor actions pending lab results:

- Employees holding **safety-sensitive** positions (CDL Holders, but could include others) shall not be allowed to return to regular job responsibilities in the safety-sensitive capacity unless, and until, a negative drug test result has been confirmed.
- If available, non-safety sensitive duties *may* be temporarily assigned by the supervisor. If the employee is not able to return to duty, he or she may request to utilize their available paid leave until test results are received.
- Supervisors will drive, or arrange to have someone drive, the employee home. Employees are not permitted to drive pending a negative alcohol/drug test result.

When the Human Resources Department receives an alcohol/drug screening test with a verified negative test result, the assigned Human Resources Analyst will contact the employee to inform them when they can return to work and their duty status.