

AMENDMENT NO. 2

AMENDED AND RESTATED CONTRACT FOR THE DOWNTOWN TEMPE  
ENHANCED SERVICES DISTRICT BETWEEN THE CITY OF TEMPE  
AND  
THE DOWNTOWN TEMPE AUTHORITY  
C2004-31(C)

This Amendment No. 2 amends that certain contract made and entered into on February 26, 2004 (C2004-31) and amended on or about August 5, 2004 (C2004-31(A)), and August 14, 2008 (C2004-31(B)) (collectively “Contract”) between the City of Tempe, an Arizona municipal corporation (“City”) and the Downtown Tempe Authority, an Arizona non-profit organization (“DTA”), hereby amends the Contract as follows.

RECITALS

- A. The parties hereto entered into that certain Contract defining certain rights and obligations between the parties, and hereby amends the Contract in order to provide increased value of the Downtown Tempe District through enhanced management and promotional services on behalf of the Downtown Tempe Authority (“DTA”) members and other stakeholders, including maintenance, landscape and beautification services.
- B. The following amendment is intended to further the parties understanding and management of maintenance efforts for the City in the Downtown Tempe District as defined in the Contract, and to share equipment, resources and strategies between the parties.
- C. The parties desire to further define their respective rights and obligations with respect to the maintenance concerning baseline level of services unique

to downtown Tempe and more specifically the Enhanced Services District, including the payment of assessment for enhanced maintenance services by businesses located in the Downtown Tempe District. The enhanced level of services in the Downtown Tempe District reflects the distinctly urban character of the area and its importance to the entire Tempe community, for economic revenue, provision of service to citizens and visitors and area businesses.

- D. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Amendment No. 2 be given the full force and effect of law as the Contract.

#### AGREEMENT

For and in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties as follows:

1. Section I, paragraph 1.2.4 of the Contract shall be amended to include subsection e as follows:

e. \_\_\_\_\_ Provide maintenance efforts in the downtown area of the City by adhering to the schedule(s) set forth in *Exhibit A-1*, attached hereto and incorporated herein by this reference. *Exhibit A-1* sets out the schedule of enhanced services provided by DTA, including the frequency and description of such services. This schedule shall be reviewed annually by the parties on or before June 30, of each fiscal year, and may be amended by agreement of the parties, at any time, in writing.
2. Section VI of the Contract shall be amended to include paragraph 4.2 as follows:

4.2 **Baseline Services.** The City shall provide maintenance efforts in the downtown area of the City by adhering to the schedule(s) set forth in Exhibit A-1,

attached hereto and incorporated herein by this reference. Exhibit A-1 sets out the schedule of baseline services to be provided by the City, including the frequency and description of such services. This schedule shall be reviewed annually by the parties on or before June 30, of each fiscal year, and may be amended by agreement of the parties, at any time, in writing.

3. Section IX of the Contract shall be amended to include paragraph 9.8 as follows:

9.8 **Minor Amendments.** Upon execution of this Agreement, the Mayor and Council authorize the City Manager (or designee) to sign other documents or amendments of this Agreement, or modify the schedule set forth in Exhibit A-1, as may be necessary to effectuate this Agreement. The City Manager (or designee) is further authorized to act upon any other matters not presently contemplated but which may arise and require the City's action in order to effectuate the purpose of this Agreement.

4. All other provisions of the Contract where not inconsistent with this Amendment No. 2 shall remain binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

DOWNTOWN TEMPE AUTHORITY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY OF TEMPE

\_\_\_\_\_  
Mark W. Mitchell, Mayor

ATTEST

\_\_\_\_\_  
Brigitta M. Kuiper, City Clerk

APPROVED:

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Judith R. Baumann, City Attorney

EXHIBIT A-1

**Maintenance**

<b>Baseline Services – City of Tempe</b> (General cleaning hours – 3:00 A.M.-7:00 A.M.)			<b>Enhanced Services – DTA</b> (General cleaning hours 11:00 A.M.-9:00 P.M.)	
<b>Service</b>	<b>Frequency</b>	<b>Location</b>	<b>Service</b>	<b>Frequency</b>
Trash/Recycling removal	7 Days/week	East and west side of Mill Ave between Rio Salado Pkwy and University Dr  North side of University Dr between Mill Ave and College Ave  West side of College Ave between 7 <sup>th</sup> St and University Dr	Sweep sidewalks, empty trash	Targeted/Direct Response Cleaning 6 Days/week & On-Call
Power wash sidewalks	5 Days/week	East and west side of Mill Ave between Rio Salado Pkwy and University Dr  North side of University Dr between Mill Ave and College Ave  West side of College Ave between 7 <sup>th</sup> St and University Dr  Excluding: § West side of Mill Ave between 7 <sup>th</sup> St and University Dr § West side of Mill Ave between 2 <sup>nd</sup> St and 3 <sup>rd</sup> St	Litter Removal	6 Days/week
Street Sweeping	7 Days/week	South side of University Dr to North side of Rio Salado Pkwy between West side of Ash to East side of College Ave	Graffiti Removal	6 Days/week
Deep steam clean sidewalks	Quarterly	East and west side of Mill Ave between Rio Salado Pkwy and University Dr  North side of University Dr between Mill Ave and College Ave  West side of College Ave between 7 <sup>th</sup> St and University Dr	Sweep Sidewalks	4 Days/week
Infrastructure management (pavement, street lighting, bus shelter, irrigation system, sidewalk repair and electric power to trees)	Inspect Annually and repair as needed		Power wash	On-call

## Landscaping and Beautification

<b>Baseline Services – City of Tempe</b>		<b>Enhanced Services - DTA</b>	
<b>Service</b>	<b>Frequency</b>	<b>Service</b>	<b>Frequency</b>
Tree maintenance	Annual Trimming	Plant flowers in tree planters	2 times a year
Tree removal/replacement	In accordance with streetscape plan/as necessary	Maintain tree planters/ flowers	As needed
Tree grate weeds/litter	Inspected/addressed weekly	Plant flowers in hanging baskets	2 times a year
Median landscape trimming/weeds/litter	Inspected/addressed weekly	Water and maintain flowers in hanging baskets	As needed
Sidewalk landscape trimming	Quarterly	Contract and manage install of holiday lighting program	Annually