

**JOINT USE AND LEASE AGREEMENT**  
**BETWEEN**  
**THE CITY OF TEMPE**  
**AND**  
**THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**  
**FOR**  
**EAST VALLEY BUS OPERATIONS AND MAINTENANCE FACILITY**  
**Contract # 169-75-2017-EVBOM**

This Joint Use and Lease Agreement for East Valley Bus Operations and Maintenance Facility (“Agreement”) is by and between the City of Tempe (“Tempe”) and the Regional Public Transportation Authority (“RPTA”).

**Recitals:**

1. Tempe is an Arizona political subdivision and municipal corporation.
2. RPTA is a public agency under A.R.S. § 48-5101, *et seq.*
3. Tempe and RPTA have authority under A.R.S. § 11-952 to enter into intergovernmental agreements.
4. Tempe is the sole owner of the East Valley Bus Operations and Maintenance Facility, 2050 West Rio Salado Parkway, Tempe, Arizona (“EVBOM”).
5. To accomplish the objectives of the IGA and to assist RPTA, Tempe will lease to RPTA certain portions of EVBOM, mechanic, and parking space, and certain capital equipment as more fully described in **Exhibit “A1” (“Premises”)** on the EVBOM site space at EVBOM to conduct bus service operations.
6. Tempe’s fee interest shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon RPTA’s or any Contractor of RPTA’s leasehold interest hereunder or upon the improvements, and that nothing contained in this Agreement shall be construed as an agreement by Tempe to subject its fee interest to any lien.

**AGREEMENT**

The parties agree as follows:

1. **USE OF PROPERTY.** Tempe agrees to allow the non-exclusive use of the Premises by RPTA to conduct the bus service operations as set forth in the RPTA/City of Tempe Fixed Route

Bus Operations and Maintenance Service Unification, Contract Number 1210018-S (“Tenant Activities”). RPTA shall have use of the Premises at all times to perform Tenants Activities only, subject to modification by the parties, and only to the extent Tenant pays rent for the portion of the Premises.

**2. CONDITION OF PREMISES.**

2.1. The Premises are leased to RPTA on an “AS IS” basis. Tempe shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Agreement, RPTA accepts the Premises in “AS IS” condition.

2.2. RPTA acknowledges that Tempe has made no representation or warranty as to the suitability of the Premises to the conduct of RPTA’s business. Any agreements, warranties or representations not expressly contained herein shall in no way bind either Tempe or RPTA, and RPTA expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

**3. TITLE TO PREMISES.** Title to EVBOM is held by Tempe exclusively.

**4. TERM.**

4.1. The term of this Agreement is one (1) year which begins on July 1, 2016 (the “Effective Date” or the “Commencement Date”) and, unless sooner terminated under any provision of this Agreement, ends on June 30, 2017. Notwithstanding anything to the contrary in this Agreement, either party shall have the right, exercisable upon thirty (30) days prior written notice, to extend or terminate this Agreement if the Premises are no longer used for the purpose set forth herein.

4.2. **Renewal.** The parties may renew this Agreement, by separate writing executed by both parties that: (i) specifically authorizes further tenancy by RPTA and specifies the term of that tenancy, and (ii) is approved by each party’s governing body prior the end of the term.

4.3. On the last day of the Term, or on sooner termination of this Agreement, RPTA shall surrender to Tempe the Premises in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. RPTA shall remove from the Premises all of RPTA’s personal property, and trade fixtures that RPTA and Tempe agreed would be removed by RPTA. All property not so removed shall be deemed abandoned

by RPTA. If the Premises are not so surrendered at the termination of this Agreement, RPTA shall indemnify Tempe against loss or liability resulting from delay by RPTA in so surrendering the Premises including, without limitation, any claims made by any succeeding tenant or losses to Tempe due to lost opportunities to succeeding tenants.

**5. RENT.**

5.1. For and in consideration of the use of the Premises for the Term of this Agreement, RPTA agrees to pay per month the actual costs reasonably incurred and directly related to the Tenant Activities (“Rent”). Tempe shall set forth the Rent due in an invoice to RPTA no later than the twentieth (20<sup>th</sup>) day of the month. Tempe will provide supporting documentation for any repair charge to the Premises related to the Tenant Activities.

5.2. The following cost elements will comprise the Rent: Pro-rated cost of utilities (95%), including water, irrigation, gas, electric, telephone, security and fire alarm, data and communication lines, trash pick-up and sewage fees; pro-rated cost of contracted facility security services (95%); Tempe personnel costs related to maintenance (95%); and security costs for the facility (95%); pro-rated cost of general facility maintenance (95%); facility repair costs related to Tenant Activities; and the cost of consumed fuel needed to carry out the tenant activities (100%). Janitorial services shall not be included in the Rent and shall not be provided by Tempe.

5.3. By January 31 of each year, the CITY will provide RPTA with an estimated budget of the Rent for the subsequent fiscal year and substantiating documentation along with a copy of a facility and equipment maintenance plan.

5.4. If Tempe shall invoice any monthly Rent on a budgeted basis, Tempe will conduct reconciliation on a bi-annual basis.

5.5. Rent shall be due thirty (30) days after the date of the invoice until the expiration or termination of this Agreement.

5.6. RPTA shall pay all invoiced Rent promptly to Tempe without deduction, setoff, prior notice or demand.

**6. MAINTENANCE AND REPAIR.**

6.1. Tempe shall maintain the Premises and the improvements thereon in good order, condition and repair. Tempe shall keep the Premises in compliance with applicable local, state and federal requirements during the Term of this Agreement. RPTA will conduct the Tenant Activities in accordance with all applicable safety and manufacturer's requirements and to the extent applicable, with all local, state and federal requirements during the Term of this Agreement.

6.2. RPTA shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Agreement.

6.3. All repair and maintenance costs necessary to conduct the Tenant Activities will be included in the Rent.

6.4. Cost to repair damage to the Premises by Tenant will be added to the monthly Rent invoice.

6.5. RPTA shall provide Tempe thirty (30) days prior written request for any improvement, alterations, work or other services, provided such is necessary to conduct the Tenant Activities. RPTA will be financially responsible for any improvement, alteration or other services requested by RPTA.

6.6. RPTA will operate all equipment related to the Tenant Activities (**set forth in Exhibit "A2"**) according to the Original Equipment Manufacturer specifications and all applicable safety specifications.

6.7. RPTA will not repair or replace any equipment (Exhibit "A2") used to conduct the Tenant Activities that has been damaged or rendered inoperable; the cost of necessary repairs or replacement to the equipment will be added to the monthly Rent invoice.

6.8. To the extent applicable and related to the Tenant Activities, Tempe will provide RPTA an annual budget for the Premises and equipment (Exhibit "A2").

**7. PREMISES ACCESS AND SECURITY.**

7.1. Tempe shall control access to the Premises. Tempe shall inventory and issue all identification badges and/or keys necessary to conduct the Tenant Activities. RPTA shall adhere to all Tempe rules and regulations related to the identification badges and keys.

7.2. Tempe shall secure the Premises, which shall include, without limitation, monitored and regulated entry at the security gate/kiosk and the front office/reception. The security gate/kiosk will be staffed twenty-four (24) hours per day, seven (7) days per week.

7.3. All access and security costs related to the Tenant Activities shall be included in the Rent.

**8. TENANT'S IMPROVEMENTS/FACILITIES.**

8.1. RPTA shall not construct or cause to be constructed on the Premises any improvements. RPTA may request that the City complete building improvements which may be necessary for the implementation of the Tenant Activities and CITY will evaluate and respond.

8.2. Title to removable equipment and or other personal property that RPTA places onto the Premises, but not affixed thereto, shall be held solely by RPTA. These items shall remain the personal property of RPTA and shall not be treated as real property or become part of EVBOM unless Tempe accepts or RPTA abandons any of this personal property at the end of the Term.

**9. USE OF THE PREMISES.**

9.1. RPTA shall use the Premises solely for the purpose of carrying out bus operations set forth in the RPTA/City of Tempe Fixed Route Bus Operations and Maintenance Service Unification, Contract Number 1210018-S. RPTA shall not use the Premises for any use other than that specified in this section without the prior written consent of Tempe. RPTA agrees to preserve the Premises and to conduct the Tenant Activities in a manner that meets all federal, state and local statutes, codes, ordinances rules and regulations applicable to the Tenant Activities and EVBOM ("applicable laws") relating to the Premises and to the operations contemplated in the Tenant Activities and to comply with all applicable laws now or hereafter enacted concerning the Premises, the use of the Premises and the Tenant Activities. The execution of this Agreement is subject to RPTA obtaining any and all permits or approvals which may be required in order for RPTA to operate the Tenant Activities on the Premises. RPTA shall

not use or permit the Premises to be used in whole or in part during the Term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto. RPTA shall indemnify, defend and hold Tempe harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of RPTA to comply with the applicable laws. RPTA shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Any uses which involve the serving and or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. RPTA shall comply with Tempe's policy and state law prohibiting the use of tobacco products on the Premises at all times. RPTA shall comply with Tempe's policy and state law prohibiting weapons and firearms on the Premises. RPTA agrees to immediately respond to concerns expressed by neighbors or Tempe relating to the Tenant Activities on the Premises.

9.2. RPTA shall require all subtenants, licensees, and invitees, to use the Premises only in conformance with the Permitted Use and with all Applicable Laws.

9.3. RPTA represents that it is qualified to administer and operate the services set forth in the RPTA/City of Tempe Fixed Route Bus Operations and Maintenance Service Unification, Contract Number 1210018-S, including the hiring of all contractors and employees. RPTA shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, contractors and/or subcontractors who may provide services in conjunction with RPTA's activities on the Premises.

**10. INSPECTION OF THE PREMISES.** RPTA shall permit Tempe and/or its agents to enter the Premises at any reasonable time for the purpose of inspecting the Premises and/or exhibiting the Premises upon reasonable notice.

**11. BACKGROUND VERIFICATION FINGERPRINTING AND CRIMINAL BACKGROUND CHECK.** RPTA will be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements related to the Tenant Activities and including any subcontractors of RPTA, and as required by Applicable Laws. RPTA and/or its contractors will maintain the records for inspection by the City of Tempe at all times.

**12. TERMINATION.**

12.1. Either party may terminate this Agreement by written notification one hundred and eighty (180) days prior to the effective date of the termination. The party is not required to provide just cause for termination in the written notification.

12.2. Either party may terminate this Agreement immediately for cause. Cause shall include, without limitation:

12.2.1. Material violation of this Agreement;

12.2.2. Any negligent act by RPTA exposing Tempe to liability to others for personal injury or property damage.

12.3. If Tempe terminates for cause, RPTA's rights in the Premises shall terminate upon RPTA's receipt of notice of termination from Tempe. Upon receipt of Tempe's notice of termination, RPTA shall surrender and vacate the Premises in the condition required under this Agreement, and Tempe may re-enter and take possession of the Premises and all the remaining improvements or property and eject RPTA or any of RPTA's subtenants, assignees or other person or persons claiming any right under or through RPTA or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release RPTA from the payment of any sum then due Tempe or from any claim for damages or rent previously accrued or then accruing against RPTA.

12.4. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Tempe and/or RPTA.

12.5. Upon termination of this Agreement, RPTA shall be responsible to restore the Premises to its condition prior to the commencement of this Agreement with no damage thereto, reasonable wear and tear excepted.

**13. LIABILITY AND INSURANCE.**

13.1. **Indemnification.** To the fullest extent permitted by law, RPTA shall defend, indemnify and hold harmless Tempe, its agents, representatives, officers, consultants, employees and volunteers (the "Indemnified Parties") from any and all losses, liabilities,

penalties, damages, claims, suits and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs directly or indirectly arising out of, on account of, connected with, or resulting from, the operation, condition, use or occupancy of the Premises, all improvements thereon and all areas appurtenant thereto; and in case any action or proceeding be brought against Tempe, RPTA shall defend the same at RPTA's sole expense and satisfy any judgment rendered in connection therewith and/or pay the costs of settling said litigation or claim. This Agreement is made on the express condition that Tempe shall not be liable for or suffer loss by reason of injury to person or property from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of RPTA, its agents, contractors, subcontractors, officers, employees, licensees and invitees. RPTA shall keep EVBOM clear of all liens, encumbrances and/or clouds on Tempe's title to any portion of EVBOM.

**13.2. Insurance Requirements.**

13.2.1. RPTA, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. RPTA is responsible for paying any deductibles or self-insured retentions and they shall be disclosed on the certificates of insurance. These deductibles or self-insured retentions shall not be applicable with respects to coverage afforded to the City of Tempe under these policies.

13.2.2. All coverage shall be evidenced on a certificate of insurance provided to the City of Tempe prior to commencement of this contract. The City of Tempe shall be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and shall provide a waiver of subrogation against the City of Tempe.

13.2.3. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least 30 days prior written notice is provided to the City of Tempe.

13.2.4. RPTA's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

13.2.5. The agreement shall specify that all contractors and subcontractors of every tier that are to be involved in this agreement shall either be

covered by RPTA's insurance policies or RPTA must obtain evidence of insurance from each subcontractor at the same minimum limits and coverages as requested by the City of Tempe of RPTA.

13.2.6. Commercial General Liability – RPTA shall maintain in force the following minimum commercial general liability insurance; \$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury, death and property damage, personal and advertising injury, and products/completed operations.

13.2.7. Commercial Automobile Liability – RPTA shall maintain the following minimum business auto liability insurance limits; \$1,000,000 combined single limit per accident. Coverage shall be for “any auto”, which includes all owned autos, hired and leased autos, and non-owned autos.

13.2.8. Workers' Compensation and Employers' Liability Insurance – RPTA shall maintain the following minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and, employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

13.2.9. Excess Liability Insurance Requirements – RPTA shall maintain the following minimum limits of excess liability limits over the commercial general liability limits, auto liability limits and employers' liability limits; \$10,000,000 per occurrence with a \$10,000,000 aggregate.

13.2.10. Contractor's Pollution Liability – RPTA shall carry a Contractors' Pollution Liability policy in an amount not less than \$10,000,000 per occurrence/annual aggregate and will cover pollution losses arising out of RPTA's operations and completed operations, with work performed under this agreement. This coverage will include bodily injury, sickness, disease and death, property damage, environmental damage to soil, surface water and ground water, defense costs, and non-owned disposal sites. This policy shall be written on a per occurrence basis with no sunset clause, or, if written on a “claims-made” basis, it shall be maintained for a period of not less than 5 years with the retroactive date to be held constant with the date of this contract.

13.2.11. Property Insurance Requirements – RPTA shall maintain the following minimum property insurance coverage for their personal property, “all risks”

of loss, or, risks of direct physical loss or damage, or, fire and extended coverage including perils of equipment breakdown/boiler and machinery, flood and earth movement, tenant improvements and betterments and business personal property. The limits shall be equivalent to at least the full replacement cost value of the property. The property shall be described on the certificate of insurance. The policy shall name the City of Tempe as "loss payee" as their interest may appear.

**14. SIGNS.** RPTA shall have no right to place RPTA'S signs on the Premises or to otherwise advertise its services on the Premises.

**15. SURRENDER OF AGREEMENT NOT MERGER.** The voluntary or other surrender of this Agreement by RPTA, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Tempe, terminate all or any existing subleases or subtenancies, or operate as an assignment to Tempe of any or all subleases or subtenancies.

**16. SUBCONTRACT, ASSIGNMENT AND SUBLEASE.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. RPTA shall not sublease any portion of the Premises without the prior written consent of Tempe.

**17. JOINT AND SEVERAL LIABILITY.** If RPTA is or becomes more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of RPTA hereunder.

**18. INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**19. COMPLIANCE WITH ALL LAWS.**

19.1. RPTA shall at RPTA's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises and the Tenant Activities thereon, and shall faithfully observe in RPTA's use of the Premises all applicable laws of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality,

hazardous material, waste disposal, air emission and other environmental matters and its implementing regulations in its use of the Premises and all Tempe policies, rules and regulations.

19.2. The judgment of a court of competent jurisdiction, or RPTA's admission in an action or a proceeding against RPTA, whether Tempe be a party to it or not, that RPTA has violated any law or regulation or ordinance in RPTA's use of the Premises shall be considered conclusive evidence of that fact as between Tempe and RPTA. If RPTA fails to comply with any such Applicable Law, Tempe reserves the right to take necessary remedial measures at RPTA's expense, for which RPTA agrees to reimburse Tempe on demand.

19.3. RPTA shall not cause or permit any hazardous material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by RPTA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). RPTA shall comply with all Environmental Laws and all laws set forth in **Exhibits "A4" and "A5."**

**20. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY.** RPTA understands and recognizes that EVBOM, of which the Premises is a part, will be used by other parties, including Tempe, and RPTA shall cooperate with all other parties on the Premises.

**21. EXHIBITS.** The Exhibits attached to this Agreement are an incorporated, integral part of this Agreement and are:

21.1. Exhibit "A1": Premises

21.2. Exhibit "A2": List of equipment related to Tenant Activities

21.3. Exhibit "A3": Estimates of Facility Related Costs

21.4. Exhibit "A4": Modified Green Building Policy and Custodial Standards

21.5. Exhibit "A5": Federal Transit Administration Rules and Regulations related to the Tenant Activities

## **22. RIGHTS RESERVED TO TEMPE.**

22.1. **Access.** Tempe reserves the right to enter upon any portion of the Premises for inspection or other legitimate purposes.

22.2. **Use.** Tempe reserves the right to use or grant others the right to use any portion of EVBOM not exclusively dedicated to the Tenant's Activities.

22.3. **Restriction of Access.** Tempe reserves the rights to: (i) prevent or restrict access to any portion of EVBOM by such security procedures or devices as Tempe may consider necessary or appropriate; (ii) control or prevent access by and remove any person who is loitering or whose presence in the judgment of Tempe's security or facilities management personnel is prejudicial to the safety, character and interests of EVBOM or who is in the judgment of such personnel is intoxicated or under the influence of liquor or drugs; and (iii) limit or prevent access to all or any portion of EVBOM, activate emergency controls or procedures or otherwise take such action or preventative measures deemed necessary by Tempe for the safety of RPTA or other occupants of EVBOM or the protection of EVBOM or other property located thereon or therein, in case of fire or other casualty, riot or other civil disorder, strike or labor unrest, public excitement or other dangerous condition or threat thereof.

22.4. **Other Tenants.** Tempe reserves the right to grant access, lease or sell any portion of EBVOM to other tenants, occupants or other parties and for such uses that Tempe in Tempe's sole discretion deems appropriate. RPTA acknowledges that Tempe made no representations as to Tempe's continued ownership of all or any portion of EVBOM or the presence of any specific tenant or number or types of tenants at EBVOM as of or after the Effective Date.

22.5. **Changes.** Tempe reserves the right to: (i) add land or other real property interests to or eliminate the same from EVBOM and grant interests and rights in EVBOM to other parties; (ii) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, parking areas and structures, kiosks, planters, driveways, landscaped areas, and change parking areas.

22.6. **Limitations.** In connection with exercising any rights reserved under this section, Tempe will take reasonable steps to minimize interference with access to EVBOM except when necessary on a temporary basis and take reasonable steps to avoid changing the configuration unless required by law or other causes beyond Tempe’s control.

**23. MISCELLANEOUS.**

23.1. **Disputes.** Notwithstanding any disagreement between the parties, RPTA shall continue to perform, during the pendency of any dispute, in accordance with the terms and conditions under this Agreement. RPTA shall be responsible for requesting instructions or interpretations when an ambiguity is apparent, and is liable for any cost or expenses arising from its failure to do so.

23.2. **Waiver.** In the event any term or condition contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be in writing and signed by an authorized representative of the party granting the waiver and shall not be deemed to waive any other breach of this Agreement.

23.3. **Accuracy of Representations and Warranties.** The parties acknowledge that each and every representation, warranty, term and condition in this Agreement shall be true and accurate as of the date of this Agreement, shall constitute a material part of the consideration for this Agreement and shall survive the execution of this Agreement.

23.4. **Notices and Requests.** Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing and signed by the proper authority and either: (i) delivered to the party at the address set forth below; (ii) deposited in the United States mail, registered or certified, return receipt requested, to the address set forth below; or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

**If to RPTA:**

Regional Public Transportation Authority  
101 North 1<sup>st</sup> Ave., Suite 1300  
Phoenix, Arizona 85003  
(Attention: Scott W. Smith, Chief Executive Officer)

**If to TEMPE:**

City of Tempe  
200 East 5<sup>th</sup> Street  
Tempe, Arizona 85281  
(Attention: Shelly Seyler, Deputy Public Works Director)

**With a copy to:**

City Attorney  
City of Tempe  
21 East Sixth Street, Suite 201  
P.O. Box 5002  
Tempe, Arizona 85280

or at such other address, and to the attention of such other person or officer as any party may designate in writing by Notice duly given pursuant to this section. Notices shall be deemed received: (a) when delivered to the party; (b) five business days after being placed in the United States Mail, properly addressed, with sufficient postage; or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the Notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a Notice is also given to the party's counsel or other recipient, the provisions above governing the date on which a Notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

23.5. **Notice of Labor Disputes.** If RPTA has knowledge of any actual or threatened labor dispute that is delaying or threatens to delay the timely or proper performance of this Agreement, RPTA shall immediately give Tempe Notice of this dispute, including all relevant information.

23.6. **Publicity Releases.** All publicity releases or releases of reports, papers, articles, maps or other documents in any way connected with this Agreement which RPTA desires to make, shall be subject to Tempe's prior approval. RPTA shall promptly notify Tempe of all enquiries it receives from the media or other jurisdictions regarding the performance of the work under the Agreement.

23.7. **Audit.** Tempe has the right to inspect any and all records that RPTA maintains with respect to this Agreement upon prior written notice to RPTA. RPTA shall allow Tempe reasonable access to the records pertaining thereto. This Section shall survive termination, cancellation or revocation, whether in whole or in part, of this Agreement for a period of five (5) years following the date of such termination, cancellation, or revocation.

23.8. **Attorney's Fees.** In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or by reason of any breach or default of this Agreement, the party prevailing, in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the Court.

23.9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

23.10. **Headings.** The descriptive heading of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

23.11. **Further Acts.** Each of the parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters set forth in this Agreement.

23.12. **Assignment.** This Agreement, or any part of this Agreement, may be assigned by RPTA only upon the prior, written approval of Tempe as evidenced by the City Manager's signature thereon.

23.13. **Legal Compliance.** To the extent applicable, the parties each warrant compliance with any and all applicable federal, state and local statutes, codes, ordinances, rules and regulations of duly constituted authorities having jurisdiction over the services provided via this Agreement, and all applicable employment laws, rules and regulations, along with all laws, rules and regulations attendant thereto. The parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for

violation(s) of this provision, including termination of this Agreement. Each party shall indemnify, protect, defend and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorney's fees and costs) arising from any breach by such party of any of the representations and warranties contained herein. The pertinent provisions of this section must be included in any contract either party enters into with all of its contractors or subcontractors who provide services related to this Agreement.

23.13.1. **Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and § 35-393.06, each party certifies that it does not have scrutinized business operations in Sudan or Iran. The provisions of this section must be included in any contract either party enters into with all of its contractors or subcontractors who provide services related to this Agreement. If it is determined by a Court of competent jurisdiction that a contractor submitted a false certification, contractor's participation related to this Agreement shall terminate without any further action by the parties.

23.13.2. **Compliance with the E-Verify Program.** Pursuant to A.R.S. § 41-4401, both parties warrant to the other that each party will comply with all Federal immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A). A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement. Both parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related contract or subcontract to ensure compliance with the warranty given above. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The provisions of this section must be included in any contract either party enters into with all of its contractors or subcontractors who provide services related to this Agreement.

23.14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged into this Agreement.

23.15. **Amendment.** This Agreement may not be amended or a provision of this Agreement may not be waived except by written amendment signed by the parties.

23.16. **Governing Law.** This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. Venue for any action commenced in connection with the Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona.

23.17. **Termination.** If any action, rule, law or decision of any legislative or administrative body or of any Court should materially impair or materially and adversely affect the enforceability of any material provision of this Agreement, the parties may mutually terminate this Agreement.

23.18. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision will be deemed severed from this Agreement, which will otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.

23.19. **Conflict of Interest.** This Agreement is subject to, and may be terminated by Tempe in accordance with the provisions of A.R.S. § 38-511.

23.20. **Authorized Signatures.** The representatives who have signed the Agreement are authorized to execute this document and bind their respective entities to the terms and conditions of this Agreement.

Each party is signing this Intergovernmental Agreement regarding the Joint Use and Lease Agreement for East Valley Bus Operations and Maintenance Facility on the date stated opposite that party's signature.

REGIONAL PUBLIC TRANSPORTATION  
AUTHORITY

Date: \_\_\_\_\_

By: \_\_\_\_\_

Scott W. Smith  
Chief Executive Officer

ATTEST:

---

Joe Ramirez  
Contracts and Procurement Manager

CITY OF TEMPE

Date: \_\_\_\_\_ By: \_\_\_\_\_

Mark W. Mitchell  
Mayor of Tempe

ATTEST:

---

Brigitta M. Kuiper  
Tempe City Clerk

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

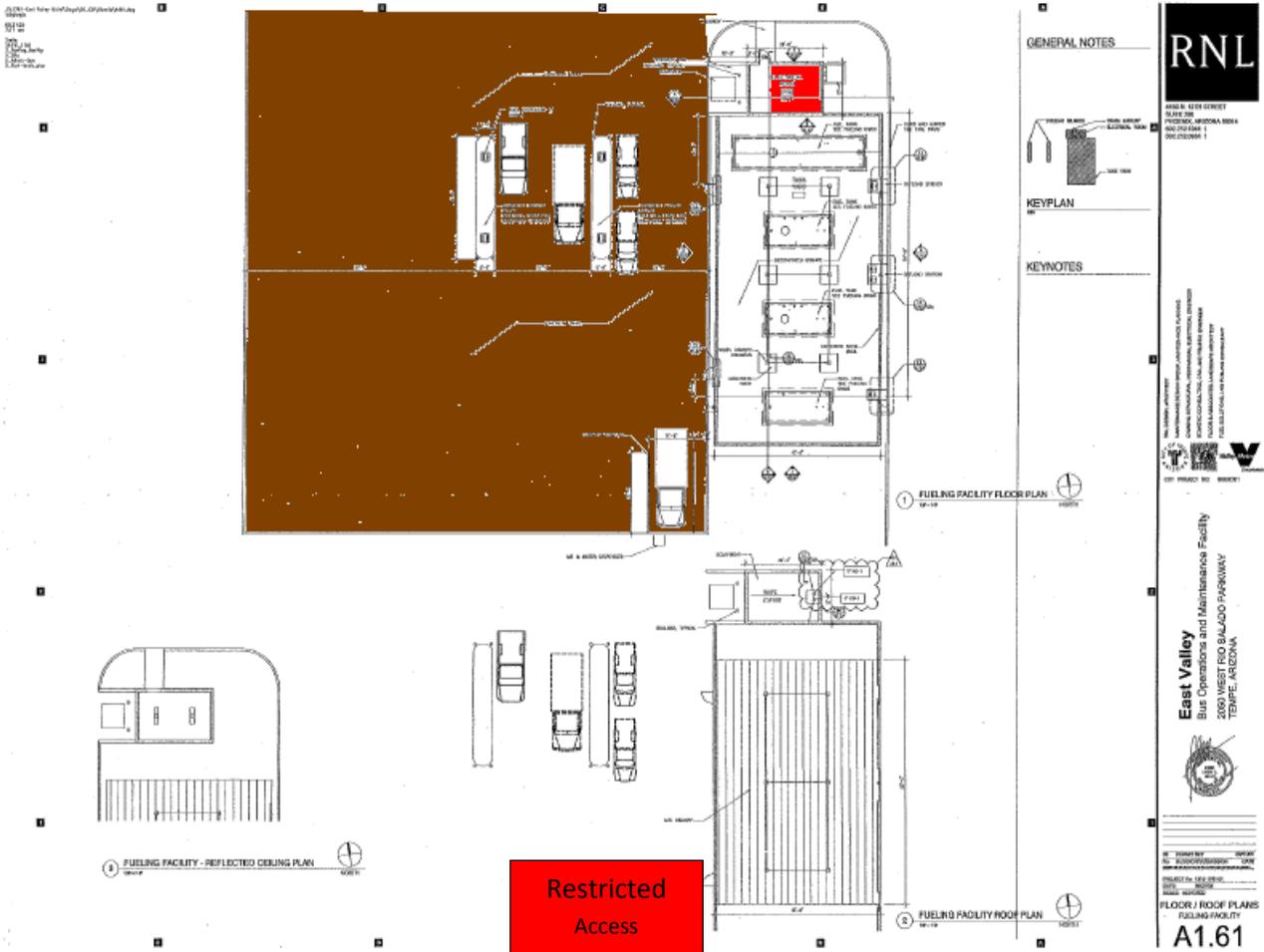
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Judith R. Baumann, City Attorney  
City of Tempe

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Michael J. Minnaugh  
General Counsel for RPTA

Exhibit A1  
Fuel Area



Restricted  
Access

Exhibit A1  
Wash Area

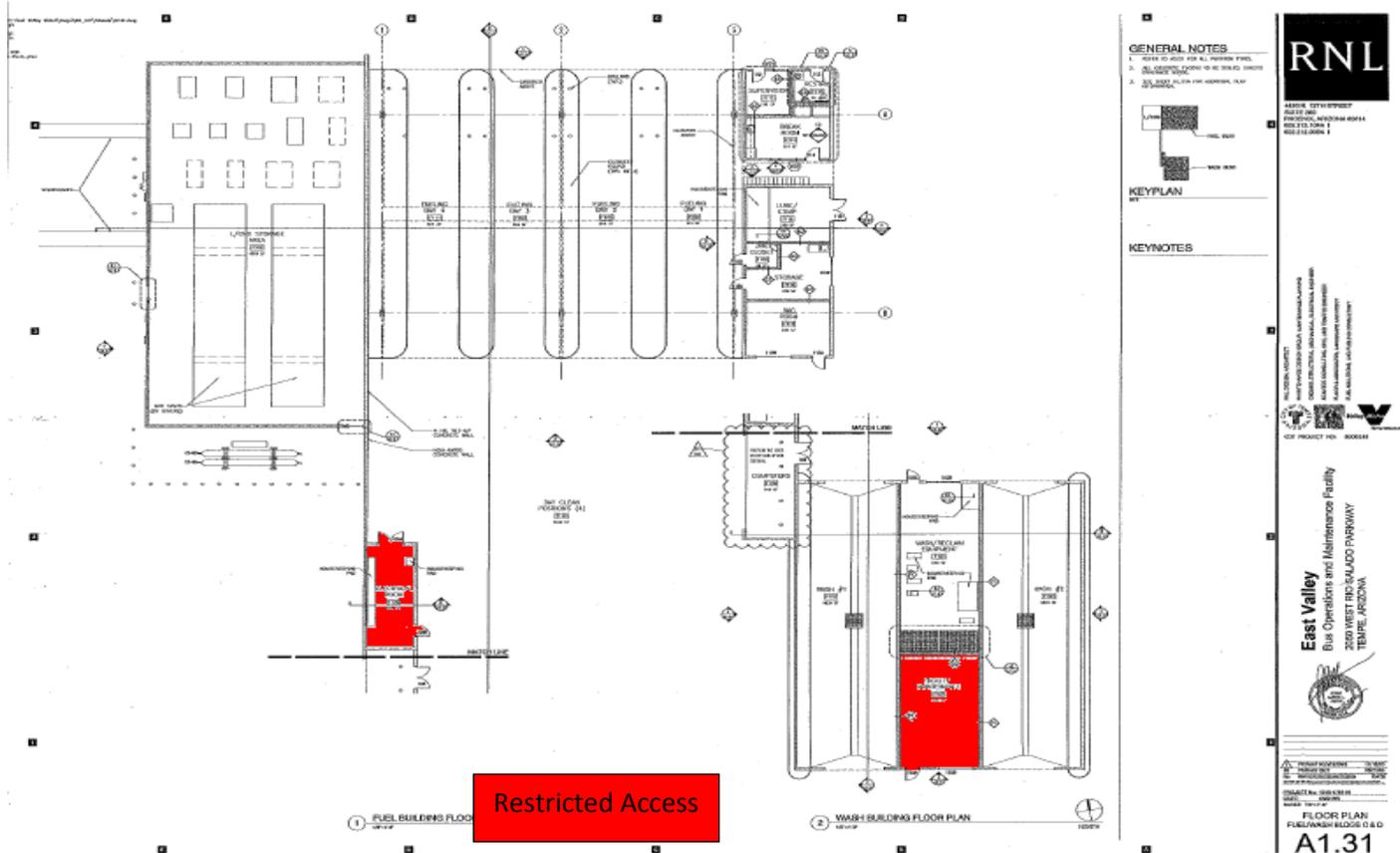
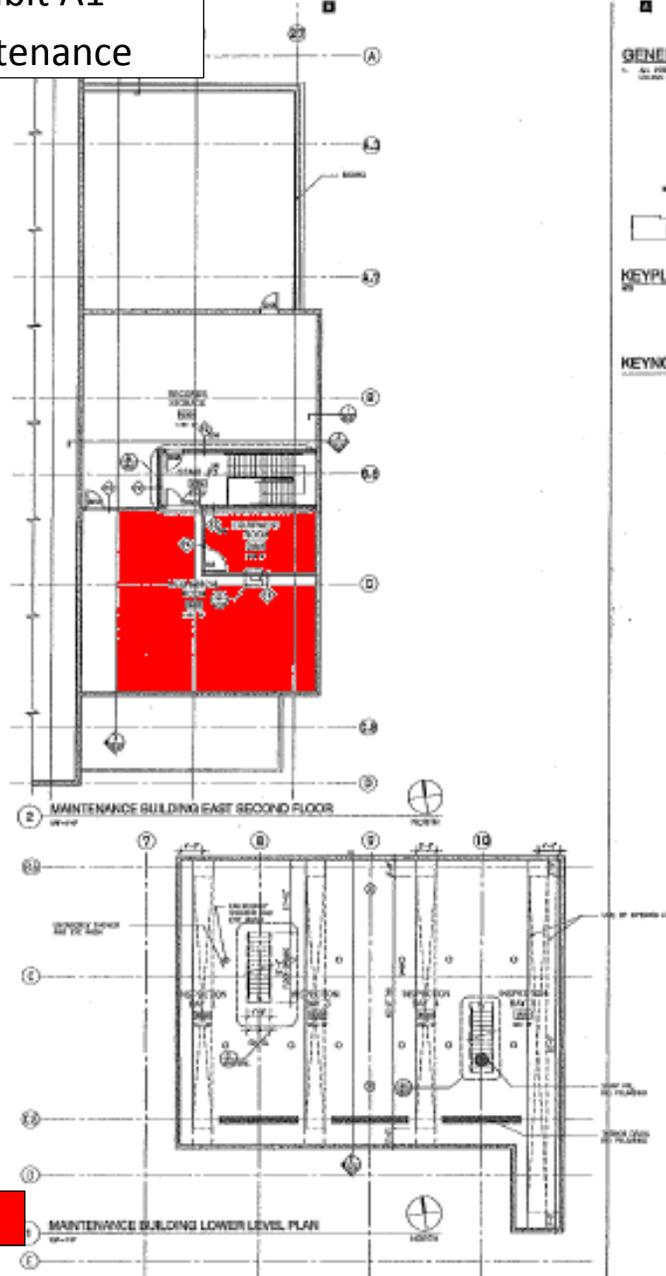
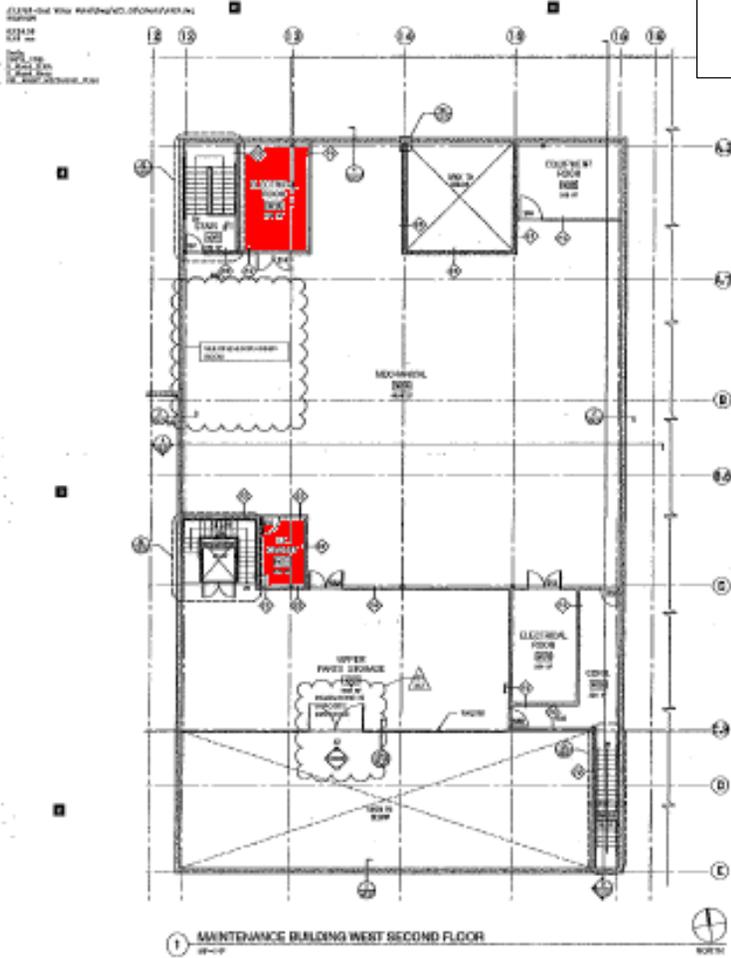


Exhibit A1  
Maintenance



Restricted Access

**GENERAL NOTES**  
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.

**KEYPLAN**

**KEYNOTES**

**RNL**  
RNL ARCHITECTURE  
3000 WEST BLD SALADO PARKWAY  
TEMPE, ARIZONA 85281  
TEL: 480.838.1111  
WWW.RNLARCHITECT.COM

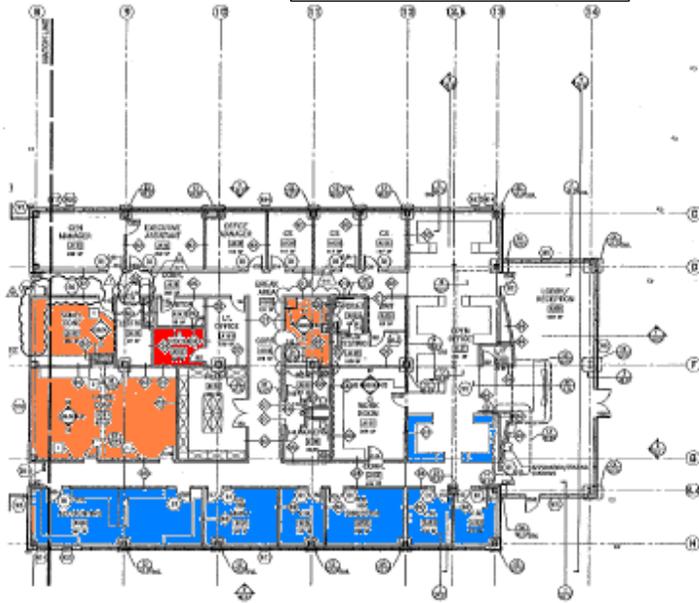
**East Valley**  
Bus Operations and Maintenance Facility  
3000 WEST BLD SALADO PARKWAY  
TEMPE, ARIZONA

**OWNER: JDS P&M**  
12-11  
DATE: 12-11

**OWNER LVL & 2nd FLR,  
MAINTENANCE BLDG B**  
**A1.24**



Exhibit A1  
Administration



1 ADMINISTRATION AND OPERATIONS BUILDING PLAN - EAST

Common Space

Restricted

Exclusive Temp

GENERAL NOTES



400 N. 10TH STREET  
SUITE 200  
PHOENIX, ARIZONA 85014  
PHONE 604 1100  
FAX 604 1101

KEYPLAN

KEYNOTES

1. WORK SHOP  
2. SINGLE PARTS PERIOD 1940

THE DESIGN, ARCHITECTURE, INTERIORS, AND MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS FOR THE EAST VALLEY BUS OPERATIONS AND MAINTENANCE FACILITY, 2050 WEST RINO SALADO PARKWAY, TEMPE, ARIZONA, ARE THE PROPERTY OF RNL. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

OF PROJECT NO. 000001

**East Valley**  
Bus Operations and Maintenance Facility  
2050 WEST RINO SALADO PARKWAY  
TEMPE, ARIZONA



DATE: 10/10/10  
SCALE: 1/8" = 1'-0"

PARTIAL FLOOR PLAN  
ADMIN/OPERATIONS BUILDING A

**A1.12**

**EXHIBIT A2**

**LIST OF EQUIPMENT RELATED TO TENANT ACTIVITIES –**

**EVBOM FACILITY EQUIPMENT LIST**

<b>EVBOM FACILITY EQUIPMENT LIST</b>	
<b>Quantity</b>	<b>Description</b>
	<b>Maintenance Building</b>
	<b>Standard Running Repair Bays ( # 1-7, 18-23)</b>
13	Workbench, severe use, 6'
13	Vise, combination, swivel base, 5"
4	Lift, axle, 2 post, 60,000 lbs., shallow design
3	Lift, parallelogram, 50,000 lbs., 32'
1	Lift, column, mobile (set of 4), 60,000 lbs.
2	Lift, column, mobile (set of 4), 60,000 lbs.
11	Drops, air/electric, trapeze
4	Pump, diaphragm, waste fluid evacuation (WO)
7	Reel bank (CG, GO)
7	Reel bank (ATF, EC, EO1, EO2)
2	Receiver, waste coolant, 25 gallons
2	Receiver, waste oil, 25 gallons
	<b>Articulated Running Repair Bay (# 17)</b>
1	Workbench, severe use, 6'
1	Vise, combination, swivel base, 5"
1	Lift, axle, 3 post, 90,000 lbs., shallow design
1	Drops, air/electric, trapeze
1	Reel bank (CG, GO)
1	Reel bank (ATF, EC, EO1, EO2)
	<b>Common Work Area "A" (M132)</b>
2	Cabinet, storage, shop
1	Workbench, severe use, 6'
1	Buffer/grinder, 10", w/dust collector
1	Drill press, variable speed, 20"
1	Floor scrubber, 28"



EVBOM FACILITY EQUIPMENT LIST	
Quantity	Description
	<b>Lube/Compressor Room (M139)</b>
1	Pump, air piston (CG), w/hoist
4	Pump, air piston, 10:1 ratio
1	Pump, diaphragm, mixing (EC)
1	Pump, diaphragm, evacuation
1	Tank, double wall, cube, 280 gallons (GO)
3	Tank, double wall, cube, 500 gallons (EC, WC, WO)
3	Tank, double wall, cube, 1,000 gallons (ATF, EO1, EO2)
1	Compressor, air, rec. mtd., 25 HP duplex
1	Dryer, air, refrigerated, 200 CFM
	<b>Electronics Shop (Adjoining Rooms) (M140-141)</b>
1	Cabinet, storage, shop
2	Rack, hose reel, up to 30" dia.
2	Shelving unit, 18"
2	Table, layout, wood top, 8'
2	Cabinet, 10 drawer, 59"
2	Cabinet, storage, shop
1	Rack, bulk storage
2	Workstation, electronics, ESD, 5 drawer
	<b>Parts Storage (M155)</b>
6	Cabinet, 5 drawer, 33", underbench
3	Cabinet, flammable materials, large
2	Bin, hose/line
20	Cabinet, storage, shop
1	Desk, stand-up, with stool
15	Rack, bulk storage
4	Rack, pallet, 12', with deck
111	Shelving unit, 18"
1	Table, receiving, steel top, 8'
1	Lift, parts, 3,000 lbs.
	<b>Parts Storage Mezzanine (M208)</b>

EVBOM FACILITY EQUIPMENT LIST	
Quantity	Description
13	Rack, bulk storage
2	Rack, windshield, 15 slots
	<b>Records Storage (M201)</b>
20	Rack, bulk storage
1	Table, receiving, steel top, 10'
	<b>Tool Crib (M152)</b>
2	Cabinet, 10 drawer, 59"
4	Cabinet, storage, shop
4	Shelving unit, 18"
	<b>Battery Room (M153)</b>
1	Bench, battery
1	Charger, battery, multiple, w/bus bar
1	Shower, drench, w/eye wash
	<b>Standard PM/ Inspection Bays (# 10-13)</b>
4	Workbench, severe use, 6'
4	Vise, combination, swivel base, 5"
1	Lift, column, mobile (set of 4), 60,000 lbs.
4	Drops, air/electric, trapeze
2	Press, oil filter
3	Reel bank (ATF, EC, EO1, EO2)
3	Drain pan, waste oil, rolling
3	Drain pan, waste coolant, rolling
3	Net, safety, pit, inspection, 45'
1	Shower, drench, w/eye wash
	<b>Articulated PM/Inspection Bay (#9)</b>
1	Workbench, severe use, 6'
1	Vise, combination, swivel base, 5"
1	Drops, air/electric, trapeze
0	Reel bank (ATF, EC, EO1, EO2)
1	Drain pan, waste oil, rolling

<b>EVBOM FACILITY EQUIPMENT LIST</b>	
<b>Quantity</b>	<b>Description</b>
1	Drain pan, waste coolant, rolling
1	Net, safety, pit, inspection, 60'
	<b>Standard Lower Level Work Bays (#10-12)</b>
3	Workbench, severe use, 6'
3	Vise, combination, swivel base, 5"
3	Lift, man, scissors, pneumatic, self-propelled
6	Hose and dispenser (CG)
6	Hose and dispenser (GO)
2	Tank, double wall, cube, 500 gallons (WC, WO)
1	Floor scrubber, 18", walk-behind
	<b>Articulated Lower Level Work Bay (#9)</b>
1	Workbench, severe use, 6'
1	Vise, combination, swivel base, 5"
1	Lift, man, scissors, pneumatic, self-propelled
3	Hose and dispenser (CG)
3	Hose and dispenser (GO)
	<b>Common Work Area "B" (Room 165)</b>
1	Workbench, severe use, 6'
1	Buffer/grinder, 10", w/dust collector
1	Drill press, variable speed, 20"
1	Floor scrubber, 28", walk-behind
1	Floor scrubber, 36", riding
1	Vise, combination, swivel base, 5"
	<b>Chassis Wash Equipment Alcove (Bay # 14)</b>
1	Washer, hi pressure/hot water, electric
	<b>Chassis Wash Bay – Standard (Bat # 14)</b>
1	Lift, parallelogram, 50,000 lbs., 32'
1	Primary sediment tank
1	Oil water separator

<b>EVBOM FACILITY EQUIPMENT LIST</b>	
<b>Quantity</b>	<b>Description</b>
	<b>Chassis Wash Bay Articulated (#15)</b>
1	Lift, parallelogram, 75,000 lbs., 48'
1	Primary sediment tank
1	Oil water separator
	<b>Tire Bay (#16)</b>
1	Lift, axle, 3 post, 90,000 lbs., shallow design
	<b>Tire Shop/Storage (M169)</b>
1	Workbench, severe use, 6'
1	Cage, inflation, tire
1	Mounter/demounter, tire, truck
1	Spreader, tire
1	Vise, combination, swivel base, 5"
1	Balancer, wheel, truck, heavy duty
1	VIS Wheel Polisher
1	Champion Nitrogen Generator
1	Champion Nitrogen Generator Auxiliary Cart
	<b>Fuel/Wash Building</b>
	<b>Wash Lanes (2)</b>
2	Washer, bus, drive through, six column
1	Compressor, air, rec. mtd., 5 HP
1	Dryer, air, refrigerated, 25 CFM
	<b>Fuel Lanes Supervisor Office (F 112)</b>
1	Fare collection computer
	<b>Fuel Lanes (4)</b>
4	Reel bank (ATF, EC, EO1, EO2)
2	Reel bank (DEF)
4	Vault, collection, revenue, stationary
1	Fuel management system, automated
2	LNG dispensers
4	CNG Dispensers

<b>EVBOM FACILITY EQUIPMENT LIST</b>	
<b>Quantity</b>	<b>Description</b>
2	ULSD Dispensers
4	Vacuum, 2-inch and 4-inch hoses
	<b>Lube/Compressor Room (F105)</b>
4	Pump, air piston, 5:1 ratio (ATF, EO1, EO2, DEF)
1	Pump, diaphragm, mixing (EC)
1	Tank, double wall, cube, 280 gallons (EC)
3	Tank, double wall, cube, 500 gallons (ATF, EO1, EO2)
1	Tank, plastic, 300 gallons (DEF)
1	Compressor, air, rec. mtd., 10 HP duplex
1	Dryer, air, refrigerated, 100 CFM
	<b>Fare Colletcion/IT (F116)</b>
	<b>Custodial Closet</b>
1	Shelving unit, 18"
	<b>Vacuum Equipment Room</b>
1	Vacuum system, four station
	<b>Detail Wash Canopy</b>
1	Washer/extractor, towel
4	Shelving unit, 18"
1	Table, receiving, steel top, 8'
4	Workbench, severe use, 6'
1	Compressor, air, 10 hp (DW 104)
1	Dryer, air, 50 cfm (DW 104)
4	Tank, mop, with wringer
8	Vacuum, vehicle, fixed
2	Washer, high pressure/hot water, natural gas (DW 104)
8	Hose reel, with hose and wand

**Exhibit A3**

**FY 16-17 East Valley Bus Operations & Maintenance Estimated Costs4**

Allocated Costs										Cost Reimbursements	
	Cost Driver Unit	Avg Rate	Fuel	Utilities	Staff	Facilities O/M	Other	Gross Operating Costs	Reimbursement Revenue	Total Revenue	
<b>Fuel</b>											
LNG	3,762,375	\$ 0.60	2,257,425					2,257,425	2,257,425		
Unleaded	37,683	\$ 2.81	106,039					106,039	106,039		
Diesel	217,869	\$ 2.64	575,041					575,041	575,041		
								-	-		
<b>Utilities</b>											
Electricity - KWH	2,375,811	0.13		308,855				308,855	308,855		
Water/Refuse/Sewer				77,250				77,250	77,250		
Heating				20,000				20,000	20,000		
IT/Telephone/MOE				63,170				63,170	63,170		
								-	-		
<b>Staffing</b>											
Direct- staffing					\$ 355,278			355,278	355,278		
Security					\$ 360,914			360,914	360,914		
								-	-		
								-	-		
<b>O&amp;M</b>											
Repairs-Bldg & Equip						175,000		175,000	175,000		
Maintenance- Bldg & Equip						585,000		585,000	585,000		
Supplies/Imprmnt/Other						133,839		133,839	133,839		
								-	-		
	6,393,738		-	2,938,505	469,275	716,192	893,839	5,017,811	5,017,811		
<b>Cash Flow - FY16-17</b>											
Gross Cost Paid by City			\$ 2,938,505	\$ 469,275	\$ 716,192	\$ 893,839		\$ 5,017,811			
Revenue Received by City									5,017,811		

## EXHIBIT A4

### MODIFIED GREEN BUILDING POLICY

1. Utility and equipment: RPTA will provide a list of equipment to be installed in EVBOM, and provide data for water, electricity and gas use.
2. Sustainable Cleaning Products and Materials: Reduce the environmental impacts of cleaning products, disposable janitorial paper products and trash bags. Implement sustainable purchasing for cleaning materials and products, disposable janitorial paper products and trash bags. Cleaning product and material purchases include purchases for use by in house staff or used by outsourced service providers. Cleaning products and associated materials will meet the following sustainability criteria:
  - a. Cleaning products will meet the Green Seal GS-37 standard if applicable OR if GS-37 is not applicable (e.g., for products such as carpet cleaners, floor finishes or strippers), use products that comply with the California Code of Regulations maximum allowable VOC levels.
  - b. Disposable janitorial paper products and trash bags that meet the minimum requirements of U.S. EPA's Comprehensive Procurement Guidelines.

RPTA will provide a list of products they intend to use for cleaning for review and approval by EVBOM facility manager.

3. Occupant Recycling: The EVBOM will have in place a building occupant waste reduction and recycling program that addresses the separation, collection and storage of materials for recycling, including (at a minimum) paper, glass, plastics, cardboard/OCC, metals, batteries and fluorescent lamps and diversion from landfill disposal.

The City of Tempe will provide an overview of the green building recycling plan which will apply to RPTA.

4. Low Environmental Impact Cleaning Equipment Policy: Maintain the green building policy for the use of janitorial or cleaning equipment that maximizes effective reduction of building contaminants with minimum environmental impact. Cleaning equipment policy specifies that:

- a. Vacuum cleaners meet the requirements of the Carpet & Rug Institute Green Label Program and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70DbA.
- b. Hot water extraction equipment for deep cleaning carpets is capable of removing sufficient moisture such that carpets can dry in less than 24 hours.
- c. Battery-powered equipment is equipped with environmentally preferable gel batteries when feasible.
- d. Where appropriate, active microfiber technology is used to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads.

## **CUSTODIAL STANDARDS**

### **GENERAL**

- Use only “Green” certified cleaning products/chemicals authorized by the City of Tempe Transit Division. Submit documentation for review and authorization.
- Use only upright vacuums with beater bars (HEPA filters preferred).
- Keep custodial closets clean and organized (at all times).
- Ensure windows and doors are locked and lights are turned off when exiting any room.
- Furnish all expendable products.

### **ADMINISTRATION BUILDING (West half 7 x per week, east half 5 x per week)**

- Daily
  - o Empty refuse and recycling receptacles and dispose in appropriate bins.
  - o Vacuum carpeted areas and ALL walk-off mats (interior and exterior). (Minimum 2 x per day)
  - o Spot clean all high-touch areas such as doors, door hardware, door frames, light switches, and furniture with approved disinfectant cleaner.  
including paper towels, toilet tissue, toilet seat covers, feminine products, trash receptacle liners, hand soap, and air fresheners (as applicable).
  - o Empty entry and patio cigarette urns.
  - o Replenish urn sand. Contact the City of Tempe Transit Division for supply of sand. (As needed)

- o Empty patio refuse and recycling receptacles and dispose in appropriate bins.
- o Spot clean patio table and chairs. (2 x per day)
- Weekly
  - o Spot clean tile walls, bathroom stall partitions, and shower areas.
  - o Wipe inside of microwaves and refrigerators.
  - o Wash marker boards.
  - o Pour one gallon of water down all floor drains (to control odor).
- Monthly
  - o Wipe down plastic and faux leather upholstered furniture.
  - o Vacuum fabric upholstered furniture.
- Quarterly
  - o Machine scrub and/or steam clean bathroom ceramic tile floors and walls.

#### ACCESS ROAD GUARD HOUSE (7 x per week)

- Daily
  - o Empty refuse and recycling receptacles and dispose in appropriate bins.
  - o Spot clean all high-touch areas such as doors, door hardware, door frames, light switches, and furniture with approved disinfectant cleaner.
  - o Spot clean door, door side lite, and interior window glass.
  - o Dust and spot clean all non-fabric furniture.
  - o Clean and disinfect sinks, washbasins, toilets, urinals, faucets, cabinets, countertops, toilet paper dispensers, and soap dispensers.
  - o Vacuum, dust mop, or sweep hard floor.
  - o Damp mop hard floor with disinfectant solution.
  - o Clean and polish all mirrors, and stainless steel fixtures.
  - o Restock expendable products including paper towels, toilet tissue, toilet seat covers, feminine products, trash receptacle liners, hand soap, and air fresheners (as applicable).
  - o Wipe outside of microwave and refrigerator.
- Weekly
  - o Spot clean bathroom FRP surface walls.
  - o Wipe inside of microwave and refrigerator.
- Monthly
  - o Dust horizontal surfaces including window blinds.
  - o Dust ceiling and wall vents.
- Quarterly
  - o Machine scrub and/or steam clean bathroom FRP walls.

## MAINTENANCE BUILDING and FUEL BUILDING (7 x per week)

- Offices/Workrooms/Meeting Rooms/Breakrooms/Restrooms/Exterior Patios
- Daily
  - o Empty refuse and recycling receptacles and dispose in appropriate bins.
  - o Vacuum carpeted areas and ALL walk-off mats (interior and exterior). (Minimum 2 x per day)
  - o Spot clean all high-touch areas such as doors, door hardware, door frames, light switches, and furniture with approved disinfectant cleaner.
  - o Spot clean door side lite and interior window glass.
  - o Dust and spot clean all non-fabric furniture.
  - o Vacuum, dust mop, or sweep all hard floor areas.
  - o Damp mop hard floors with disinfectant solution.
  - o Clean and disinfect sinks, washbasins, toilets, urinals, faucets, cabinets, countertops, toilet paper dispensers, soap dispensers, and drinking fountains.
  - o Clean and polish all mirrors, and stainless steel fixtures.
  - o Restock expendable products including paper towels, toilet tissue, toilet seat covers, feminine products, trash receptacle liners, hand soap, and air fresheners (as applicable).
  - o Wipe outside of microwaves and refrigerators.
  - o Empty exterior refuse and recycling receptacles and dispose in appropriate bins.
  - o Empty exterior cigarette urns.
  - o Replenish urn sand. Contact the City of Tempe Transit Division for supply of sand. (As needed)
  - o Spot clean patio table and chairs. (2 x per day)
- Weekly
  - o Spot clean ceramic tile walls, bathroom stall partitions, and shower areas.
  - o Wipe inside of microwaves and refrigerators.
  - o Wash marker boards.
  - o Pour one gallon of water down all floor drains (To control odor).
- Monthly
  - o Dust horizontal surfaces including window blinds and tops of lockers.
  - o Dust ceiling and wall vents.
  - o Wipe down plastic and faux leather upholstered furniture.
  - o Wipe down plastic furniture.
  - o Vacuum fabric upholstered furniture.
- Quarterly

- o Machine scrub and/or steam clean bathroom ceramic tile floors and walls.

## EXHIBIT A5

### FEDERAL TRANSIT ADMINISTRATION RULES AND REGULATIONS RELATED TO THE TENANT ACTIVITIES

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41

C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient’s DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient’s failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.