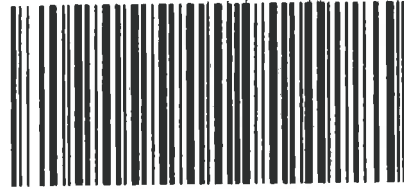


Project # 529
Agreement ID 523



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2010-0115138 02/10/10 03:03 PM
1 OF 1

JESSICAC

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA
FOR THE SHARING OF INTELLIGENT TRANSPORTATION
SYSTEM (ITS) FIBER OPTIC CABLE SYSTEMS
(TE 023)
(C-91-10-103-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a body politic, acting through the Maricopa County Department of Transportation, (**County**) and the City of Peoria, a municipal corporation (**City**). The County and City are collectively referred to as the **Partners** or individually as a **Partner**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and shall be filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes (**A.R.S.**) §11-952, as amended.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 et seq. authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 et seq. authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. The City entered into an Intergovernmental Agreement (**IGA**) with The Peoria Unified School District #11 (**District**), dated January 22, 2007, and filed with the Maricopa County Recorder on February 2, 2007, for the sharing of the District's Metropolitan Area Fiber Network (**MAN**) and the City's Intelligent Transportation System (**City's System**).
4. Under the terms of the IGA between the City and the District, the City is authorized to share fiber optic cable capacity in MAN granted to the City in the IGA with the County to maximize the benefit of the combined systems.
5. The County also has an Intelligent Transportation System (**County's System**).
6. The Partners recognize that sharing their respective fiber optic cable systems provides a mutual benefit and cost savings by expanding their respective Intelligent Transportation System and reducing the number of leased telecommunications circuits.
7. The Partners have identified opportunities for sharing fiber optic cables as set forth on the map attached as Exhibit A. As indicated in the map legend, some facilities currently exist and others will be constructed in the future.
8. The Partners have determined that the financial value of sharing these fiber optic cables accrues equally to each Partner and that neither Partner will make payments to the other Partner.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the cost sharing, design, construction, construction management, rights-of-way acquisition, and utility relocation necessary to implement this Agreement.

TERMS OF THE AGREEMENT

10. The Partners Agree:

- 10.1 To proceed in a manner consistent with the provisions set forth in the Background section of this Agreement.

- 10.2 To assume all responsibility for the design, construction, construction management, rights-of-way acquisition, utility relocation necessary to build the fiber optic cable infrastructure identified in Exhibit A as belonging to or the responsibility of each Partner.
- 10.3 To operate and maintain their existing systems and make any future infrastructure improvements to their respective systems as identified in Exhibit A.
- 10.4 To make available to the other Partner the fiber optic cables and system resources identified in Exhibit A.
- 10.5 In the event either Partner experiences a shortage of available bandwidth to meet its needs at any location in its system, the number of shared fibers may be reduced from four to two at that location.
- 10.6 In the event of a disruption in their system, each Partner will make an assessment of the issue within 24 hours. Resolution of minor issues by making repairs, providing other linkages, or other remedies will be completed within 72 hours.
- 10.7 Future nodes will be mutually identified by the Partners.

GENERAL TERMS AND CONDITIONS

11. The Partners hereby agree that to the extent permitted by law, each Partner will indemnify and save the other Partners harmless, including any of the Partners' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Partner of any of the provisions of this Agreement. Each Partner hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Partner. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Partner, its departments, agencies, officers, employees,

elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

12. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. §11-952 and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by both Partners. Either Partner may terminate this Agreement upon furnishing the other Partner with a written notice at least thirty (30) days prior to the effective termination date.
13. This Agreement shall be subject to the provisions of A.R.S. §38-511.
14. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
15. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
16. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.
17. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
18. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Peoria City Council in such fiscal year.
19. This Agreement has been arrived at by negotiation and shall not be construed against any Partner or against the Partner who prepared the last draft.

End of Agreement - Signature Pages Follow

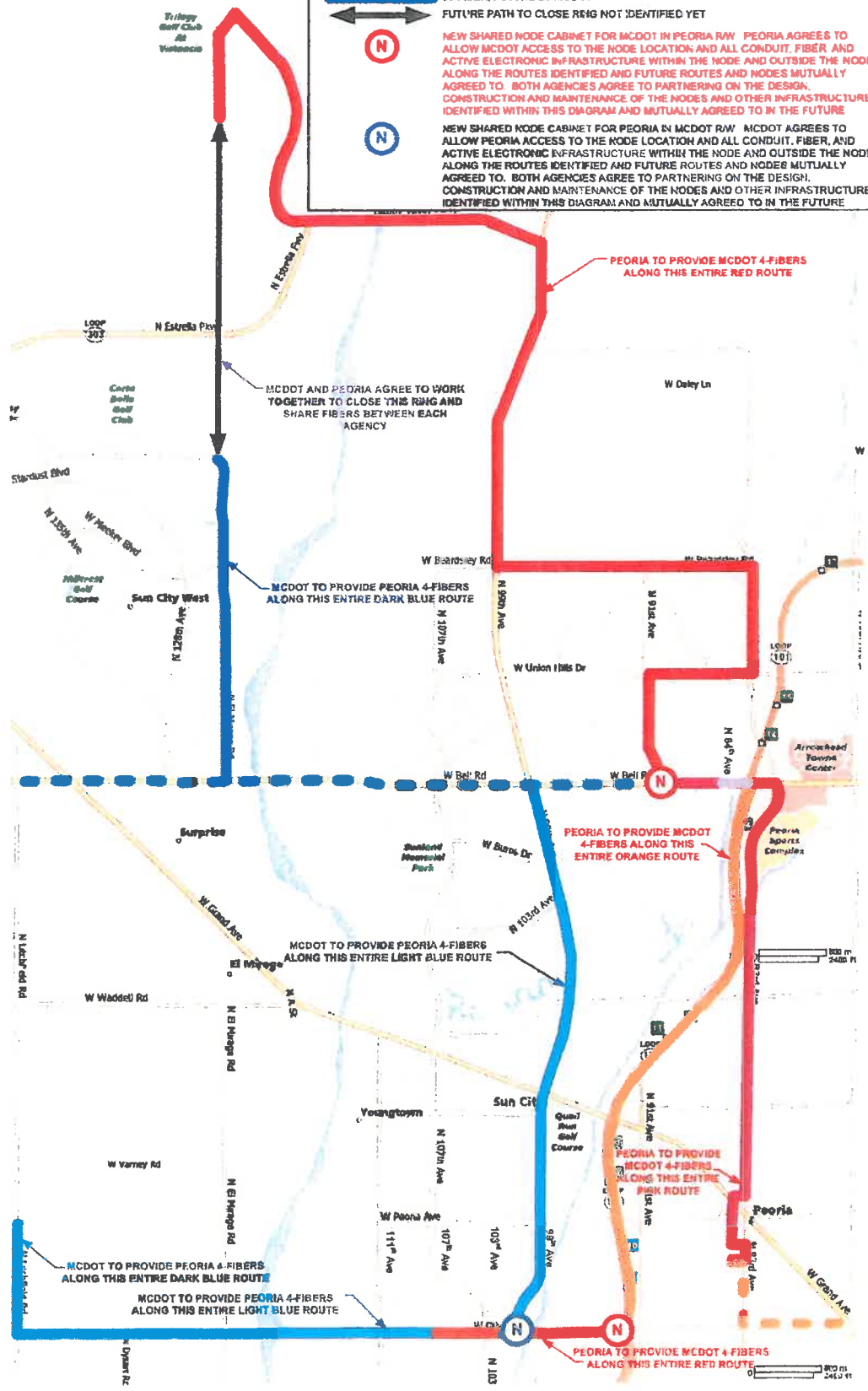
LEGEND:

- 96-FIBER PEORIA TRANSPORTATION (INSTALLED BY PSD)
- 96-FIBER PEORIA TRANSPORTATION (INSTALLED BY ADOT)
- 144-FIBER (TO REPLACE EXISTING 72-FIBER) PEORIA TRANSPORTATION
- 72-FIBER PEORIA TRANSPORTATION
- 48-FIBER PEORIA TRANSPORTATION (NOT PART OF CONCEPT)
- 96-FIBER, MCDOT (INSTALLED BY BELL ROAD ITS PROJECT. NOT PART OF CONCEPT)
- 96-FIBER, PROGRAMMED BY MCDOT
- 96-FIBER, FUTURE BY MCDOT
- ↔ FUTURE PATH TO CLOSE RING NOT IDENTIFIED YET



NEW SHARED NODE CABINET FOR MCDOT IN PEORIA RW PEORIA AGREES TO ALLOW MCDOT ACCESS TO THE NODE LOCATION AND ALL CONDUIT, FIBER AND ACTIVE ELECTRONIC INFRASTRUCTURE WITHIN THE NODE AND OUTSIDE THE NODE ALONG THE ROUTES IDENTIFIED AND FUTURE ROUTES AND NODES MUTUALLY AGREED TO. BOTH AGENCIES AGREE TO PARTNERING ON THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE NODES AND OTHER INFRASTRUCTURE IDENTIFIED WITHIN THIS DIAGRAM AND MUTUALLY AGREED TO IN THE FUTURE

NEW SHARED NODE CABINET FOR PEORIA IN MCDOT RW MCDOT AGREES TO ALLOW PEORIA ACCESS TO THE NODE LOCATION AND ALL CONDUIT, FIBER, AND ACTIVE ELECTRONIC INFRASTRUCTURE WITHIN THE NODE AND OUTSIDE THE NODE ALONG THE ROUTES IDENTIFIED AND FUTURE ROUTES AND NODES MUTUALLY AGREED TO. BOTH AGENCIES AGREE TO PARTNERING ON THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE NODES AND OTHER INFRASTRUCTURE IDENTIFIED WITHIN THIS DIAGRAM AND MUTUALLY AGREED TO IN THE FUTURE



W Valley Golf Club
At
Volunteers

MCDOT AND PEORIA AGREE TO WORK TOGETHER TO CLOSE THIS RING AND SHARE FIBERS BETWEEN EACH AGENCY

MCDOT TO PROVIDE PEORIA 4-FIBERS ALONG THIS ENTIRE DARK BLUE ROUTE

PEORIA TO PROVIDE MCDOT 4-FIBERS ALONG THIS ENTIRE RED ROUTE

PEORIA TO PROVIDE MCDOT 4-FIBERS ALONG THIS ENTIRE ORANGE ROUTE

MCDOT TO PROVIDE PEORIA 4-FIBERS ALONG THIS ENTIRE LIGHT BLUE ROUTE

PEORIA TO PROVIDE MCDOT 4-FIBERS ALONG THIS ENTIRE PINK ROUTE

MCDOT TO PROVIDE PEORIA 4-FIBERS ALONG THIS ENTIRE DARK BLUE ROUTE

MCDOT TO PROVIDE PEORIA 4-FIBERS ALONG THIS ENTIRE LIGHT BLUE ROUTE

PEORIA TO PROVIDE MCDOT 4-FIBERS ALONG THIS ENTIRE RED ROUTE

800 m
2400 ft

800 m
2400 ft


IN WITNESS WHEREOF, the Partners hereto have executed this Agreement.

MARICOPA COUNTY

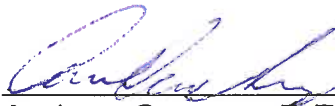
CITY OF PEORIA

Recommended by:

Recommended by:



John B. Hauskins, P.E. Date
Transportation Director 1-7-10



Andrew Granger, P.E. Date
Engineering Director 12/1/09

Approved and Accepted by:

Approved and Accepted by:



Max Wilson, Chairman Date
Board of Supervisors FEB 03 2010



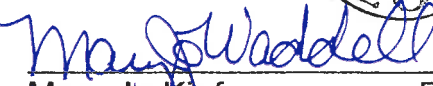
Bob Barrett Date
Mayor 12/4/09


Attest by:

Attest by:



Clerk of the Board Date
012710 FEB 03 2010



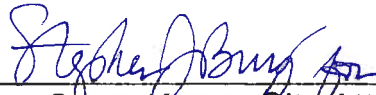
Mary Jo Kief Date
City Clerk 12-8-09

nee Kief

APPROVAL OF COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Partners by their respective governing bodies under the laws of the State of Arizona.



Deputy County Attorney for BOS



Steve Kemp, City Attorney