

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

CC: TC  
Amend No. \_\_\_\_\_

Date Prepared: March 17, 2008

Council Meeting Date: April 1, 2008

**TO:** Terry L. Ellis, City Manager *DN*  
**FROM:** David A. Moody, P.E., Engineering Director  
**THROUGH:** Jamal Rahimi, P.E., City Traffic Engineer *JR*  
**PREPARED BY:** ~~XXXX~~ Ronald A. Amaya, Assistant City Traffic Engineer  
**SUBJECT:** Modify the existing Intergovernmental Agreement LCON00807, between Peoria Unified School District #11, acting by and through its Board of Directors and the City of Peoria, acting by and through its Mayor and City Council, for the purpose of providing fiber communications throughout the City of Peoria.

**RECOMMENDATION:** That Mayor and Council have discussion and possible action to modify the existing Intergovernmental Agreement (IGA) between the Peoria Unified School District #11 (PUSD #11) and the City of Peoria (City). Also, that Mayor and Council approve the use of reserves and a budget transfer in the amount of \$69,611, from the General Fund Contingency Account 1000-0300-570000 to the Traffic Signal Interconnect Project General Fund Capital Account 1000-0310-543001-CIPTC-PW00133CO.

**SUMMARY:** The City and the PUSD #11 have entered into an agreement for the installation of fiber communications. The City has requested several change orders to the PUSD # 11 project that will enable the City to complete the fiber network. The total amount for the change orders is \$69,611.

The changes orders are for installation of communications vaults, communications pull boxes and connecting conduit. This will allow the City to connect the fiber to field devices at less expense in the future, and also not have to interfere with the PUSD's active fiber in the process.

It is recommended that Mayor and Council authorize staff to modify the existing IGA, between the PUSD #11 and the City, and to approve a budget transfer in the amount of \$69,611.

**ATTACHMENT:** IGA

**CITY CLERK USE ONLY:**

- Consent Agenda
- Carry Over to Date: \_\_\_\_\_
- Approved
- Unfinished Business (Date heard previous: \_\_\_\_\_)
- New Business
- Public Hearing: No Action Taken

ORD. # \_\_\_\_\_ RES. # \_\_\_\_\_  
LCON# 00707A LIC. # \_\_\_\_\_  
Action Date: \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT

FIRST AMENDMENT

BETWEEN  
THE PEORIA UNIFIED SCHOOL DISTRICT #11  
AND  
THE CITY OF PEORIA

THIS INTERGOVERNMENTAL AGREEMENT FIRST AMENDMENT ("Amendment") is entered into \_\_\_\_\_, 2008, pursuant to Arizona Revised Statutes § 11-951 *et seq.*, between the PEORIA UNIFIED SCHOOL DISTRICT #11, a political subdivision of the State of Arizona (the "District") and the CITY OF PEORIA, an Arizona municipal corporation acting by and through its MAYOR and CITY COUNCIL (the "City"). The District and the City are collectively referred to as "Parties" and individually as District, City or "Party."

I. STATUTORY AUTHORITY

a. The District is empowered by the Arizona Revised Statutes § 11-951, *et seq.*, § 15-342(13), § 15-364, and § 34-461 to enter into this Amendment and has delegated to the undersigned the authority to execute the Amendment on behalf of the District.

b. The City is empowered by Arizona Revised Statutes § 11-952 *et seq.* and Peoria City Charter Article 1, Section 3(15) to enter this Amendment and has authorized the undersigned to execute this Agreement on behalf of the City.

II. RECITALS

a. The District and the City entered into an Intergovernmental Agreement ("Original Agreement") on January 22, 2007, which was recorded with the Maricopa County Records Office number 20070141212,02/02/2007.

b. The Original Agreement is for shared conduit and fiber cables installation cost and use of the City's Intelligent Transportation System ("ITS") conduit infrastructure and the District's Metropolitan Area Fiber Network ("MAN"), the City as owner of the backbone conduit infrastructure, and the District as owner of the lateral conduit infrastructure.

c. Incident to the District's MAN, the City requested, and the District agreed to incorporate in its plans, the installation of conduit and fiber cables to allow sharing of City and District systems, herein referred to as the "Project."

d. Under the Original Agreement the estimated Project cost share amount for the City was \$0 (City's Share) and the District \$4,747,203 (District's Share).

e. The City has asked that the District add and replace specific pull boxes and vaults to facilitate future integration into the City's ITS. To make available such specific pull boxes and vaults, the District has requested that the City participate

financially because the additional construction costs (i.e., specific pull boxes and vaults) for the Project is exceeding the District's awarded construction budget. The City has therefore agreed to such financial participation causing the City's Share for the Project to increase.

f. The purpose of this Amendment is to re-define the Parties responsibilities, which have changed from the Original Agreement for the shared conduit and fiber cables installation cost and use of the City's ITS conduit infrastructure and the District's MAN.

THEREFORE, in consideration of the mutual agreements expressed herein, the Parties agree as follows:

### III. PARTIES RESPONSIBILITIES

a. It is the intention of the Parties that this Amendment shall amend the terms and conditions of the Original Agreement as specifically set forth herein. The Original Agreement shall remain in full force and effect following the execution of this Amendment and the terms and conditions thereof, except as specifically amended herein, shall remain unchanged.

b. Upon execution of this Amendment, the City's Share for the Project will increase from \$0 to \$69,611.00 as shown in Exhibit C, and the District's Share for the Project will remain unchanged.

c. Exhibit C of this Amendment is incorporated by this reference into the Original Agreement (Exhibits).

d. This Amendment may be signed in counterpart, and the fully executed counterparts shall together constitute an original Amendment.

[Signatures Appear on the Following Pages]

INTERGOVERNMENTAL AGREEMENT  
FIRST AMENDMENT  
BETWEEN  
THE PEORIA UNIFIED SCHOOL DISTRICT #11  
AND  
THE CITY OF PEORIA

[Peoria Unified School District Signature Page]

PEORIA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Its Superintendent (Signature)

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENT**

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF MARICOPA        )

On this date, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that they executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

This Agreement has been reviewed by the attorney for the Peoria Unified School District and it is determined that the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the Peoria Unified School District.

\_\_\_\_\_  
Ernest Calderón, Esq.  
Calderón Law Offices  
2020 N. Central Avenue, Suite #1110  
Phoenix, AZ 85004

INTERGOVERNMENTAL AGREEMENT  
FIRST AMENDMENT  
BETWEEN  
THE PEORIA UNIFIED SCHOOL DISTRICT #11  
AND  
THE CITY OF PEORIA

[City of Peoria Signature Page]

CITY OF PEORIA, an Arizona municipal  
corporation

\_\_\_\_\_  
Bob Barrett, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Mary Jo Kief, City Clerk

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

This Agreement has been reviewed by the Office of the City Attorney as legal counsel for the City of Peoria, who has determined that the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Peoria.

OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

### EXHIBIT C

|   |              |
|---|--------------|
| Replace COP PB south of QT Traffic Signal   | \$ 3,503.00  |
| Cut conduit & install bell end at PB north of QT  | \$ 45.00     |
| Replace 2 COP PBs at Village Pkwy   | \$ 7,006.00  |
| Replace COP PB between Village Pkwy & Oraibi  | \$ 3,503.00  |
| Replace COP PB at NE corner of 95th & LP Pkwy   | \$ 3,503.00  |
| Remove County PB & connect Conduit  | \$ 860.00    |
| Replace County PBs both sides of bridge   | \$ 7,006.00  |
| Replace 2 County PBs east of 115th Ave  | \$ 7,006.00  |
| Replace County PB west of 115th (Damaged)   | \$ 3,503.00  |
| Replace County PB west of 303 with Splice Vault   | \$ 6,100.00  |
| Provide and install three cell Maxcell into existing 3" conduit on Peoria Ave<br>from 77th Ave to 72nd Ave. Approximately 3665 feet |              |
| Labor: \$4,582.00 Material: \$7,985.00  | \$ 12,567.00 |
| Olive Ave & 96th Ave Sta. 101+75 Change COP Pull Box to Vault   | \$ 2,234.00  |
| 95th & Peoria Sta. 112+00 Place COP Vault   | \$ 3,601.00  |
| Olive Ave & 85th Ave Sta. 175+60 Change COP Pull Box to Vault   | \$ 2,234.00  |
| Olive Ave & 91st Ave Sta. 135+40 Place 40' of Duct Replace Existing Vault   | \$ 6,940.00  |
| Total amount of City's Share contribution   | \$ 69,611.00 |

L ~~CON~~ 00807 A