

**ADDENDUM ONE TO MASTER INTERGOVERNMENTAL AGREEMENT
FOR TRAFFIC MANAGEMENT AND OPERATIONS**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

PROJECT NAME: Shared Infrastructure

PROJECT LOCATION: SR303 from El Mirage to Lake Pleasant Parkway

PROJECT DESCRIPTION:

- Assign and set aside eight fiber strands from El Mirage to Lake Pleasant Parkway, four fibers on each side, from the ADOT State Route 303 (SR303) fiber trunk lines, where available, (the “Project”).

The Master Intergovernmental Agreement (“Master IGA”) is between the State of Arizona (the “State” or “ADOT”) and the City of Peoria (the “City”) for Traffic Management and Operations.

The State acting through its Department of Transportation, and the City acting through its Mayor and City Council, elect to apply the terms of the Master IGA to the Project identified above. The Master IGA allows the City and the State to collaborate and leverage infrastructure and systems for regional operations and mutually develop Intelligent Transportation Systems (ITS) projects. Under the terms of the Master IGA, such projects may be proposed by either Party, and shall become effective upon mutual approval of the Project-specific addendums (Addendum). For the purpose of this Addendum, the City and the State will collectively be referred to as “Partners.” The final design plans of the Project will develop the requirements of the new and existing fiber assignments needed to complete this Project.

1. SCOPE OF WORK

ADOT Responsibilities:

- 1.1 Agrees to allow the City to integrate their communication network with the State’s Freeway Management System (FMS) fiber backbone along SR303 to support communications between the City Traffic Management Center (TMC) and field devices.
- 1.2 Issue, in accordance with the established procedures of the State’s Central District Permit Office, a permit for the initial construction of the Project, separate permits for related

pre-construction activities (such as pot-holing, utility work, survey etc.), and a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.

- 1.3 Allocate eight fiber strands (four on each side of the freeway) for the City along SR303 from El Mirage to Lake Pleasant Parkway.
- 1.4 Review design plans and specifications provided by the City; provide design review comments to the City as appropriate.

City Responsibilities:

- 1.5 Furnish and install all conduit, cable, pull boxes, installations, and manholes necessary to complete the network connectivity defined in this Addendum.
- 1.6 Obtain necessary blanket encroachment permits through ADOT. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- 1.7 Prepare and design plans and specifications necessary for construction of the Project. Provide the plans to the State for the State's review and comment. Incorporate design review comments from the State as appropriate.
- 1.8 Maintain City fiber and conduit.

Partners Responsibilities:

- 1.9 Agree any future modifications within the Project limits required for transportation purposes and resulting in the moving or alternation of the Project will have precedence over the Project and there will be no compensation owed to the City.
- 1.10 Maintain and provide continuous technical support of software accessibility from another Partner facility as needed to support responsibilities identified in this Project.
- 1.11 Provide access to view real-time CCTV camera images for each Partner and approved use described in the published AZTech™ Center-to-Center Video Feed & Camera Control Guidelines. Any changes in permissions shall be agreed to by specified designees on behalf of the Partners defined in this Addendum.

- 1.12 Each Partner shall provide notice to the other Partner prior to any work in the shared devices or cabinets. Provide a minimum two (2) week notice for planned work. Planned work includes but is not limited to City changes to the existing network that involves accessing ADOT pull boxes, splice cases, node buildings, or any other infrastructure and a minimum 48 hour notice for unplanned work. Unplanned work includes but is not limited to unexpected repairs and accessing ADOT pull boxes.
- 1.13 No Partner shall make payments to another Partner for the use of the resources identified in this Project, including but not limited to:
- TMC staff/personnel that participate in responsibilities outlined in this Project.
 - Other on-call or after-hours response personnel identified by Partners that may participate in responsibilities outlined in this Project.

NOTIFICATION PROCEDURE

- 1.14 Make available to the other Partner the primary and secondary contact telephone numbers for approved agency staff to report problems with the shared access to systems for any operational responsibilities as defined in this Project.
- 1.15 The Partners will provide to each other the general phone number and email address for their respective TMC as well as the following information for the TMC Supervisor and on-call personnel that would be contacted after hours.
- 1.16 Any change or modification to the contact personnel will be communicated to the other Partner in writing by email on or before the TMC Supervisor’s “on-call” week begins.

ADOT During Business Hours (M-F 8:00 am to 5:00 pm):

Dan Kinnaman
2302 W Durango St
Phoenix, AZ 85009
480-254-4876
dkinnaman@azdot.gov

ADOT Outside of Regular Business Hours:

Traffic Operations Center (TOC)
2302 W. Durango
Phoenix, AZ 85009
602.257.1563

City of Peoria During Business Hours (M-Th 7:00 am to 4:30 pm):

Steve McKenzie
9875 N 85th Ave
Peoria, AZ 85345
623-773-7994
steve.mckenzie@peoriaaz.gov

City of Peoria Outside of Regular Business Hours:

Steve McKenzie (primary)

623-398-9539

Jodi Breyfogle (alternative)



IN WITNESS WHEREOF, the Parties have executed this First Addendum to be effective upon the full completion of signing and dating by all Parties.

CITY OF PEORIA

By _____ Date _____
Jason Beck
Mayor

ATTEST:

By _____ Date _____
Lori Dyckman
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PEORIA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
BRENT A. CAIN, PE
Division Director

A.G. Contract No. P0012022001760 (ADOT IGA 22-0008733), an Agreement between public agencies, the State of Arizona and the City of Peoria, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General