

## COOPERATIVE AGREEMENT

County	<u>Linn</u>
City	<u>Cedar Rapids</u>
Project No.	<u>ITS-000-S(527)--25-00</u>
Iowa DOT	
Addendum No.	<u>2013-16-255</u>
Staff Action No.	<u>S-2016-0027</u>

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Cedar Rapids, Iowa, hereafter designated the "CITY" in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code sections 28E.12 and 306A;

The DOT proposes to install an Intelligent Transportation System (ITS) network consisting of necessary cameras, sensors, dynamic message boards, and other related technology in the Cedar Rapids metropolitan area of the State of Iowa to assist in traffic operations and information dissemination in and around the Cedar Rapids area, including the CITY; and

The DOT, as part of the ITS project, will install cameras, sensors, and other related technology within the CITY, and on I-380, U.S. 30, Iowa 100, and Iowa 13 in and around the CITY; and

The CITY and DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by the DOT; and

Therefore, it is agreed as follows:

1. The DOT shall provide access to the DOT ITS Network Features for use by CITY entities, including, but not limited to the City of Cedar Rapids Police, City of Cedar Rapids Fire, City of Cedar Rapids IT, and the City of Cedar Rapids Public Works. The CITY shall not provide access to DOT ITS Network to any other entity or organization without the prior approval of the DOT. The DOT shall provide the CITY access to the ITS Network at no expense or obligation to the CITY.
2. The CITY may, with advanced notice to and approval from the Iowa DOT, install CITY owned cameras and other ITS devices on the DOT ITS Network at no cost or obligation to the DOT.
3. The CITY shall, at no cost or obligation to the DOT, provide electrical service to DOT cameras, sensors, or other ITS equipment from existing CITY power sources located within City Traffic Signal Controller Cabinets, and any additional locations as mutually agreed to by the CITY and DOT including:
  - Intersection of 1st Avenue SW and 3rd Street SW
  - I-380 and H Avenue Interchange
  - I-380 and Glass Road Interchange
  - I-380 and 42nd Street Interchange
  - I-380 and Collins Road Interchange
  - U.S. 30 and Edgewood Road Interchange
  - U.S. 30 and Kirkwood Boulevard Interchange
  - Intersection of Collins Road Off Ramp and Edgewood Road
  - Intersection of Collins Road and Council Street
  - Intersection of Collins Road and Rockwell Drive
  - Intersection of Collins Road and F Avenue

- Intersection of Collins Road and C Avenue
  - Lindale Mall entrance on Collins Road/IA 100
4. The CITY shall, at no cost or obligation to the DOT, provide electrical service to DOT cameras, sensors, or other ITS equipment from the existing CITY power sources for the speed camera located on I-380 south of the 5<sup>th</sup> Avenue SW interchange.
  5. The CITY shall, at no cost or obligation to the DOT, allow the DOT to install electrical and/or communications cabling within existing CITY traffic signal conduit, if available. The DOT shall provide advanced notice to the CITY prior to installing conduit within CITY conduit. The CITY shall provide existing conduit space, if available, at the following locations:
    - Intersection of 1st Avenue and 3rd Street SW
    - Intersection of I-380 and H Avenue Interchange
    - Intersection of I-380 and Glass Road Interchange
    - Intersection of I-380 and 42nd Street Interchange
    - Intersection of I-380 and Collins Road Interchange
    - Intersection of U.S. 30 and Edgewood Road Interchange
    - Intersection of U.S. 30 and Kirkwood Boulevard Interchange
    - Intersection of Collins Road and Edgewood Road
    - Intersection of Collins Road and Council Street
    - Intersection of Collins Road and Rockwell Drive
    - Intersection of Collins Road and F Avenue
    - Intersection of Collins Road and C Avenue
    - Lindale Mall entrance on Collins Road/IA 100
  6. The CITY shall, at no cost or obligation to the DOT, allow the DOT to install cameras, sensors, or other ITS equipment on existing CITY Traffic Signal Poles. The DOT shall install the ITS equipment in a manner acceptable to the CITY. The CITY shall allow installations at the following locations:
    - Intersection of Collins Road and F Avenue
    - Intersection of Collins Road and C Avenue
    - Lindale Mall entrance on Collins Road/IA 100
  7. The DOT has requested access to data from the CITY's 911 Computer Aided Dispatch (CAD) system. The CITY shall make available to the DOT selected traffic related data (e.g., crash information) from the CAD system for use by the DOT ITS network and display on the DOT public website ([www.511ia.org](http://www.511ia.org)). Data supplied shall not include any personally identifying or other sensitive law enforcement information. The CITY shall have the sole responsibility as to which information is supplied to the DOT.
  8. The CITY shall authorize the CITY's CAD Vendor to develop the programming necessary (INTERFACE) to provide the CAD information referenced in Item 9. The DOT shall pay for development of the INTERFACE. Development of the CAD INTERFACE shall be at no cost or obligation to the CITY.

#### **General Provisions**

9. The CITY shall indemnify and hold harmless the DOT from all claims and liability due to the activities of persons employed by CITY. Each party further agrees to defend, at its own expense, any action commenced for the purpose of asserting any such claim of whatever character arising as a result of their actions. Any failure to meet the obligations of the CITY or the DOT contained in this agreement constitutes a breach of the entire agreement.

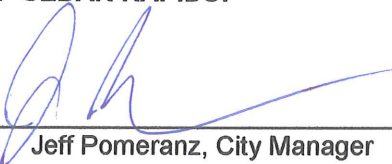
10. The DOT will bear all costs except those allocated to the CITY under other terms of this Agreement.
11. In the event this project is financed with federal funds, the CITY will take whatever action may be necessary to comply with applicable federal laws and regulations which includes but is not limited to Title 23 CFR (Code of Federal Regulations).
12. Any costs incurred by the CITY in performing its obligations hereunder will be borne exclusively by the CITY without reimbursement by the DOT, except as specifically noted in this Agreement.
13. In accordance with Iowa Code Chapter 216, the CITY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

#### **Miscellaneous Provisions**

14. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
15. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
16. This Agreement may be executed in two counterparts, each of which so executed will be deemed to be an original.
17. This document; as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the CITY and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2013-16-255 as of the date shown opposite its signature below.

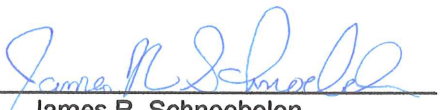
**CITY OF CEDAR RAPIDS:**

By:  Date Nov. 13, 2015.  
Title: Jeff Pomeranz, City Manager

I, Amy Stevenson, certify that I am the Clerk of the CITY, and that  
Jeff Pomeranz, who signed said Agreement for and on behalf of the  
CITY was duly authorized to execute the same on the 13 day of Nov, 2015.

Signed   
City Clerk of Cedar Rapids, Iowa.

**IOWA DEPARTMENT OF TRANSPORTATION:**

By:  Date 2/05, 2016.  
James R. Schnoebelen  
District Engineer  
District 6