IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project

County	Pottawattamie
City	Council Bluffs
Project No.	ITS-029-2(66)47--25-78 IMN-029-3(150)54--0E-78 IM-NHS-029-3(104)48--03-78 IM-NHS-080-1(385)0--03-78 IM-NHS-080-1(461)3--03-78 IM-080-1(539)5--13-78 IMN-029-3(246)52--0E-78 TJ-006-1(128)--2M-78
Iowa DOT Agreement No.	2023-16-081
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Council Bluffs, Iowa, hereafter designated the "CITY" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4, as applicable.

The DOT installed an Intelligent Transportation System (ITS) network consisting of necessary fiber optic cables, cameras, sensors, dynamic message boards, and other related technology in the Council Bluffs metropolitan area of the State of Iowa to assist in traffic operations and information dissemination in and around the Council Bluffs area; and

The DOT, as part of the ITS project, installed fiber optic cables, cameras, sensors, and other related technology within the Council Bluffs area on 1-29, I-80, I-480, I-680, U.S. 275, W Broadway (formerly U.S. 6), Iowa 92, South Expressway Street (formerly Iowa 192), N 16th Street (formerly Iowa 192), Iowa 906 (formerly U.S. 6), and various local streets in and around the Council Bluffs area; and

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

The CITY and the DOT previously entered into the following agreements for the above referenced projects: Agreement No. 2006-16-058 for an ITS Network on I-29, I-80, and other local streets within the city of Council Bluffs executed by the DOT and CITY on July 13, 2006 and June 12, 2006 respectively; Addendum 2006-16-058A to amend the funding executed by the DOT and CITY on April 17, 2007 and April 9, 2007 respectively; and Agreement 2009-16-024 for an ITS Network on I-29, I-80, I-480, I-680, U.S. 275, U.S. 6, Iowa 92, and Iowa 192 in and around the city of Council Bluffs executed by the DOT and CITY on January 22, 2009 and January 12, 2009 respectively; Agreement 2023-16-036 for funding of the existing fiber optic cable along South Expressway in Council Bluffs executed by the DOT and CITY on November 17, 2022 and November 16, 2022 respectively; and Agreement No. 2023-TJ-001 for transfer of jurisdiction of Iowa 906 (Kanesville Boulevard) executed by the DOT and CITY on July 11, 2023; 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 fiber strands which the DOT provided access to or reserved strands for the CITY in previous agreements have subsequently been updated, removed with construction, reconfigured, or abandoned. To document the current and ongoing configuration and allocation of fiber within the CITY all previous fiber strand allocations are voided except for those contained within this Agreement.

2. The DOT will reserve for the CITY the following from DOT owned and maintained fiber optic cables:

a. 24 strands on I-80 from LS1D adjacent to the Iowa Western Community College campus to LS522 at the I-29/I-80 east systems interchange. See Exhibit “A” Path A1.

b. 24 strands on I-29/I-80 from LS522 at the I-29/I-80 east systems interchange to LS415 at the I-29/I-80 west systems interchange. See Exhibit “A” Path A2.

c. 24 strands on I-29 from LS415 at the I-29/I-80 west systems interchange to the DOT North Maintenance Garage - FTC 104. See Exhibit “A” Path A3.

d. 24 strands within the I-29 ROW from the DOT North Maintenance Garage - FTC 104 to North 16th Street, then on North 16th Street to CS4013A at Big Lake Road. See Exhibit “A” Path A4.

e. 24 strands on I-29 from LS522 at the I-29/I-80 east systems interchange to LS281 at the I-29 interchange with U.S. 275, then on U.S. 275 to CS4007D at Chapel Ridge Lane. See Exhibit “A” Path A5.

3. The DOT will transfer to the CITY ownership and all associated maintenance responsibilities of DOT installed infrastructure including conduit, handholes, and fiber cable at the following locations. The DOT will arrange for splicing of fiber strands to enable CITY access to transferred cables and strands for a period of 6 months after transfer of ownership:

   a. 96 strand cable on South 24th Street from LS284 at U.S. 275 to LS413 at I-29/I-80 interchange with South 24th Street. The City shall reserve 12 strands in this pathway for the DOT. See Exhibit “B” Path B1.

   b. 96 strand cable on South Expressway from LS404 at I-29/I-80 to 19th Avenue, then on 19th Avenue to South 7th Street, then on South 7th Street to 10th Avenue, then 10th Avenue to South 8th Street, then South 8th Street to LS400 at Willow Avenue. See Exhibit “B” Path B2.

   c. 96 strand cable on 10th Avenue from LS401 at South 8th Street to the CITY Fleet Maintenance Facility (Fleet Maintenance). See Exhibit “B” Path B3.

   d. 24 strand cable on 9th Avenue from CS4010E at the east ROW of I-29 to TSC2 at South 35th Street. See Exhibit “B” Path B4.

   e. 12 strand cable on West Broadway from LS290 to TSCB5 at South 4th Street. See Exhibit "B” Path B5.

   f. 96 strand cable on South Expressway from LS404 at I-29/I-80 to LS283 at 35th Avenue, then to LS282 at U.S. 275. The City shall reserve 12 strands in this pathway for the DOT. See Exhibit “B” Path B6.

   g. 96 strand cable from LS413 at I-29/I-80 interchange at South 24th Street to 23rd Avenue, then to South 35th Street to LS278 at South 35th Street and Nebraska Avenue. See Exhibit “B” Path B7.

4. The DOT will transfer to the CITY ownership and all associated maintenance responsibilities of DOT installed traffic cameras and associated fiber connections at the following locations. See Exhibit “C”:

   a. CBTV30 at Kanesville Boulevard (Iowa 906) at 7th Street
   b. CBTV31 at Kanesville Boulevard (Iowa 906) at North Broadway
   c. CBTV32 at 23rd Avenue at South 24th Street.
   d. CBTV33 at 23rd Avenue at Mid America Drive.
   e. CBTV41 at Avenue G at North 16th Street
   f. CBTV42 at Avenue G at North 8th Street

5. Excluding the Items noted in Paragraphs 3b., 4a. and 4b. of this Agreement, the CITY's rights to access and utilize the Items noted in Paragraph 2 of this Agreement, and the transfer of ownership responsibilities for the Items noted in Paragraphs 3 and 4 of this Agreement, shall begin 30 days after execution of this Agreement. For the Item noted in Paragraph 3b. of this Agreement, transfer of ownership responsibilities shall begin 30 days after notification by the DOT to the CITY that construction has been completed on the DOT Madison Avenue interchange project on I-80, anticipated on or around September 30, 2025. For the Items noted in Paragraphs 4a. and 4b. of this Agreement, transfer of ownership responsibilities shall begin 30 days after the DOT provides written notice to the CITY that the transfer of jurisdiction, noted in Agreement No. 2023-TJ-001, is complete.

6. The CITY agrees to not sell or lease any fiber optic strands designated in Item 2 to a third party, public or private.

7. The DOT will bear all costs except those allocated to the CITY under other terms of this Agreement.

Maintenance

8. The DOT and CITY shall each be responsible for maintenance of each party's owned fiber. Maintenance responsibility shall include infrastructure locate identification through the Iowa One Call Center pursuant to Iowa Code Chapter 480, preventative and reactive maintenance, and generation of as-built documentation after any changes to the fiber. As-built documentation shall be shared with all parties with strands assigned in the related cable.

9. For DOT owned and maintained fiber:

    a. The DOT, or an authorized contractor, shall perform all maintenance on the fiber, including any fiber locating, fiber restoration, fiber relocation, and fiber repairs that may become necessary during the term of this agreement. DOT will bear all maintenance related costs for DOT owned fiber.

    b. In the event of a fiber cut or other need for an emergency repair, upon notification by the DOT to the CITY, the DOT shall commence to respond to correct the interruption in service.

    c. If the CITY, or a contractor operating under the direction of the CITY, performs any activity, such as but not limited to: splicing, accessing splice cases, or any other procedure that could disrupt the passage of light in the fibers or otherwise impact the DOT's fibers, the activity must be pre-planned five (5) working days in advance and be performed during established DOT approved Maintenance Windows (typically midnight to 6 AM). The five (5) working day notice does not apply to emergency repairs.

    d. The CITY shall contact the ICN Service Desk at 515-725-4400 or 1-800-572-3940 in the event of a service interruption or to establish all Maintenance Windows to perform any activity that may impact the fiber.

10. For CITY owned and maintained fiber:

    a. The CITY, or an authorized contractor, shall perform all maintenance on the fiber, including any fiber locating, fiber restoration, fiber relocation, and fiber repairs that may become necessary during the term of this agreement. CITY will bear all maintenance related costs for CITY owned fiber.

    b. In the event of a fiber cut or other need for an emergency repair, upon notification by the CITY to the DOT, the CITY shall commence to respond to correct the interruption in service. When notified by the DOT of an interruption of service, the CITY shall acknowledge within 30 minutes of notification by the DOT or a DOT authorized contractor. Service restoration standards as follows must be met. Timeframes beginning with notification or knowledge of outage are not to exceed:

1) Identification of cut location and damaged fibers	Four (4) hours
2) First fiber is restored	Six (6) hours
3) All fibers spliced and all services restored	Eight (8) hours

c. If the CITY or a CITY authorized contractor is unable to restore service to the DOT designated fiber within the time frames listed above, the CITY will grant the DOT reasonable access for DOT and/or a DOT authorized contractor to restore the interrupted service.

d. If the DOT, or a contractor operating under the direction of the DOT, performs any activity, such as but not limited to: splicing, accessing splice cases, or any other procedure that could disrupt the passage of light in the fibers or otherwise impact the CITY's fibers, the activity must be pre-planned five (5) working days in advance and be performed during established CITY approved Maintenance Windows (typically midnight to 6 AM). The five (5) working day notice does not apply to emergency repairs.

e. The DOT shall contact the CITY at 712-890-5330 in the event of a service interruption or to establish all Maintenance Windows to perform any activity that may impact the fiber.

General Provisions

11. The CITY agrees to indemnify, defend and hold the DOT harmless from any action or liability directly arising from the negligent acts or omissions of the CITY, its employees, or agents to the extent permitted by Iowa Code Chapter 670. The DOT agrees to indemnify, defend and hold the CITY harmless from any action or liability directly arising from the negligent acts or omissions of the DOT, its employees, or agents to the extent permitted by Iowa Code Chapter 669.

12. 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).

13. 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.

14. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA 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.

15. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

16. No new legal or administrative entity is created by this Agreement.

17. No property will be jointly held as part of this Agreement.

18. Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Each party shall be liable only for its own acts and the parties shall have such rights of indemnity and contribution among themselves with respect to this Agreement and the undertakings hereunder as shall be permitted by law and consistent with the provisions of this Agreement.

19. 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 Agreement 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 Agreement cannot be fulfilled.

20. This Agreement, 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. All previously executed agreements shall remain in effect except as amended herein. 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. 2023-16-081 as of the date shown opposite its signature below.

CITY OF COUNCIL BLUFFS:

By: _____ Date_____, 20___.
Title: Mayor

I,_____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on behalf of

the City was duly authorized to execute the same on the ____ day of_____, 20___.

Signed: _____
City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
Scott Schram, P.E., PhD
District Engineer
District 4

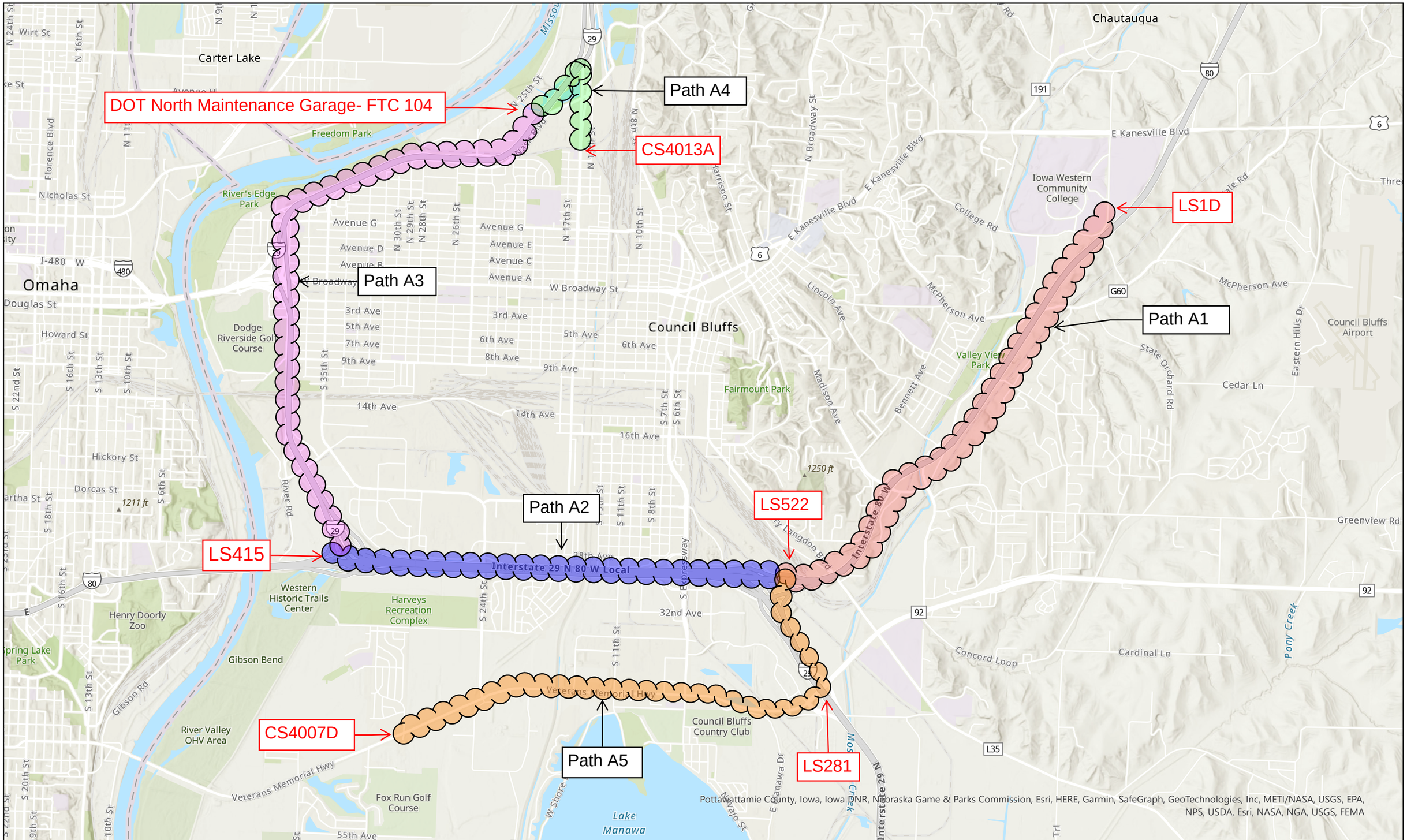
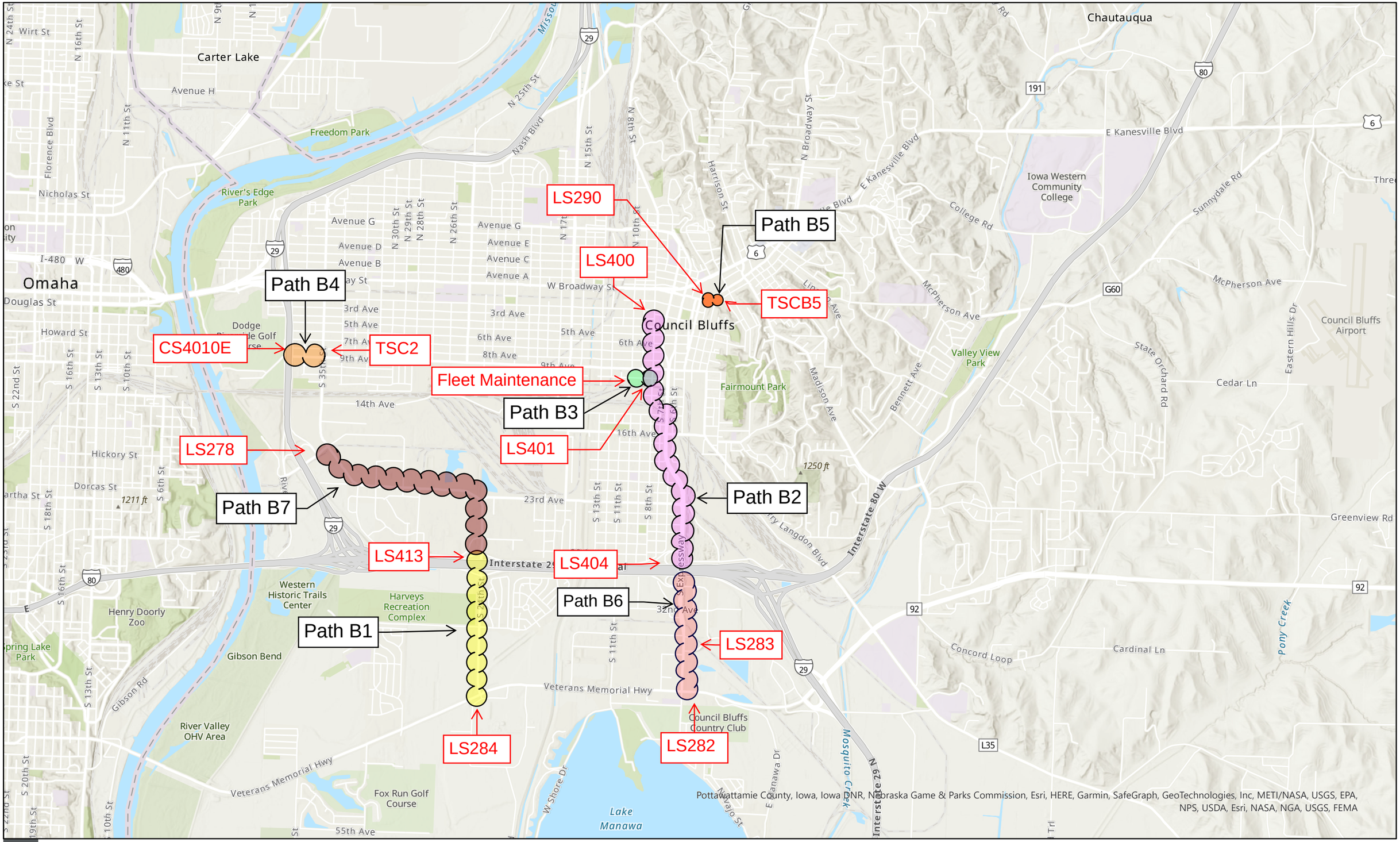
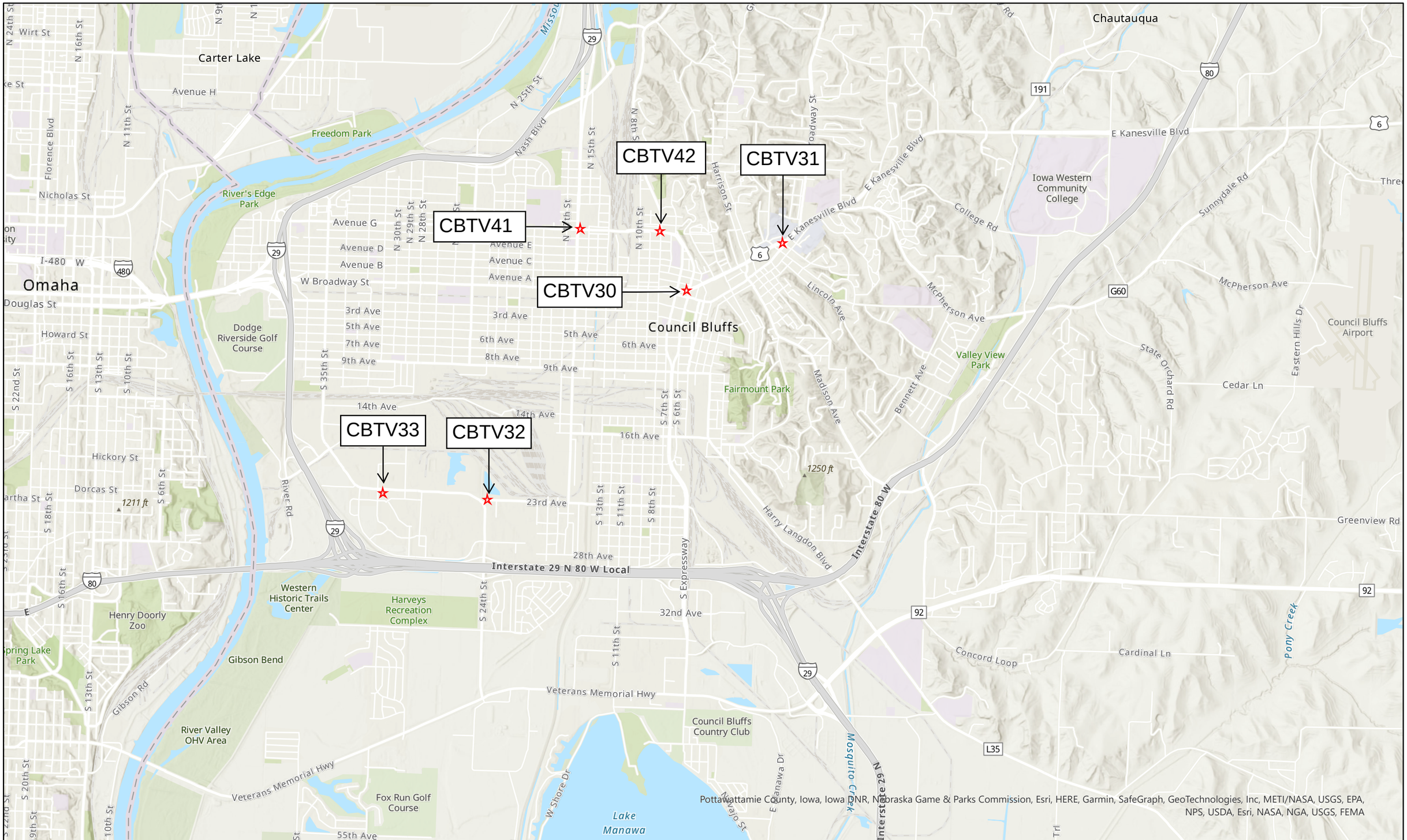


Exhibit A- IDOT Fiber Allocated to Council Bluffs

2023-16-081_CouncilBluffs


LS290
Path B5
LS400
TSCB5
Path B4
CS4010E
TSC2
Fleet Maintenance
Path B3
LS401
LS278
Path B7
LS413
LS404
Path B2
Path B6
Path B1
LS283
LS284
LS282
Carter Lake
Omaha
Council Bluffs
Chautauqua
Freedom Park
River's Edge Park
Harveys Recreation Complex
Western Historic Trails Center
Henry Doorly Zoo
Gibson Bend
River Valley OHV Area
Fox Run Golf Course
Lake Manawa
Valley View Park
Fairmount Park
Iowa Western Community College
Council Bluffs Airport
Council Bluffs Country Club
Pottawattamie County, Iowa, Iowa DNR, Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA
N
0
4,000 Feet
DATE: 1/10/2023
Exhibit B- Transfer of Fiber Ownership
2023-16-081_CouncilBluffs


CBTV42
CBTV31
CBTV41
CBTV30
CBTV33
CBTV32
Carter Lake
Omaha
Council Bluffs
Chautauqua
Iowa Western Community College
Dodge Riverside Golf Course
Freedom Park
River's Edge Park
Valley View Park
Fairmount Park
Western Historic Trails Center
Harveys Recreation Complex
Henry Doorly Zoo
Gibson Bend
River Valley OHV Area
Fox Run Golf Course
Council Bluffs Country Club
Lake Manawa
Council Bluffs Airport
Interstate 29 N 80 W Local
Veterans Memorial Hwy
Pottawattamie County, Iowa, Iowa DNR, Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA
N
0
4,000 Feet
DATE: 1/10/2023
Exhibit C- Transfer of Camera Ownership
2023-16-081_CouncilBluffs