CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: May 15, 2017**

Resolution approving a Memorandum of Understanding between the Iowa Department of Transportation and the City of West Des Moines.

FINANCIAL IMPACT:

This proposed agreement should have little or no anticipated financial impact to the City, other than to assist in the collection of unpaid and past due parking tickets.

BACKGROUND:

The City of West Des Moines needs to enter into this agreement with the Iowa Department of Transportation (Motor Vehicle Division) to gain access to Iowa motor vehicle and owner information and to abide by the IDOT's data protection and record retention policies. This agreement with the IDOT will assist in the implementation of the City's agreement with Polk County to stop or place a hold on vehicle registration renewals until past due parking tickets owed to the City have been paid by vehicle owners.

The Finance and Administration City Council subcommittee approved of this proposed agreement at its meeting held on May 3, 2017.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve this proposed Memorandum of Understanding with the Iowa Department of Transportation, Motor Vehicle Division.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	Jason B. Wittgraf, Assistant City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed	May 3, 2017		
Recommendation	Yes	~~No~~	~~Split~~

RESOLUTION NO. _____

RESOLUTION APPROVING OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST DES MOINES, IOWA

WHEREAS, the City of West Des Moines, Iowa, wishes to participate in the vehicle registration renewal stop program due to delinquent parking tickets issued in the City; and

WHEREAS, the City has already signed an Iowa Code Chapter 28E Agreement with Polk County regarding this delinquent parking ticket collection program; and

WHEREAS, the City needs to also enter into a Memorandum of Understanding with the Iowa Department of Transportation, Motor Vehicle Division, to receive access to Iowa motor vehicle and owner record information for purposes of implementing this program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,

1. This Memorandum of Understanding between the Iowa Department of Transportation and the City of West Des Moines is hereby approved.

2. The City's Finance Director is hereby authorized to sign this Memorandum of Understanding on behalf of the City of West Des Moines.

PASSED AND ADOPTED this 15th day of May, 2017.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

MEMORANDUM OF UNDERSTANDING

MOU-2017-COWDM-001

BETWEEN THE

IOWA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION

AND THE

CITY OF WEST DES MOINES, IOWA

PARTIES: THIS AGREEMENT is made and entered into on the date of signing between the Iowa Department of Transportation, Motor Vehicle Division (hereinafter "Provider"), and the City of West Des Moines, Iowa (hereinafter "Recipient").

PURPOSE: The purpose of this Agreement is to allow the Recipient to receive a secure weekly file transfer from the Provider containing certain Iowa vehicle and owner record information, as set forth in Schedule A attached hereto, in order to carry out the official functions of a Federal, state, or local government agency; specifically in order to issue, verify and process parking-related citations. Recipient agrees to use this information subject to and in accordance with the limitations of all applicable state and Federal law, including Iowa Code §321.11 and the Driver's Privacy Protection Act of 1994, 18 *U.S.C.* §§2721-25 (hereinafter "DPPA").

DATA TO BE PROVIDED: Information from Iowa vehicle and owner records as designated by the fields listed on Schedule A of this Agreement.

METHOD OF DATA ACQUISITION: Recipient will obtain the vehicle and owner record information from Provider by means of a secure, encrypted file transfer process on a weekly basis. Recipient agrees to take all necessary and reasonable measures to ensure the integrity and security of this process in accordance with industry standards and all applicable state and Federal law, as discussed in "Protection of Data."

AGREEMENT ADMINISTRATORS: Melissa Spiegel, Interim Director of the Motor Vehicle Division, is the Authorized State Official for this Agreement. The Authorized State Official must approve any changes in the terms or conditions of this Agreement. Negotiations concerning this Agreement should be referred to the above named person at 515-237-3121 or melissa.spiegel@iowadot.us

The City of West Des Moines Finance Director or the Director's designee shall act as the Agreement Coordinator on behalf of the Recipient. This individual is responsible for all administrative matters of this Agreement. Negotiations concerning the Agreement should be referred to the Recipient's Finance Department at 515-222-3600.

DURATION: Subject to the provisions discussed below in "Modification and Termination," this Agreement shall remain in effect for two (2) years from the effective date or until modified or terminated as provided in this Agreement, whichever occurs first. This Agreement may be extended for an additional period of two (2) years by written Agreement signed by the authorized representatives for the parties.

LIMITATIONS ON USE: Recipient agrees to use the vehicle and owner record information subject to and in accordance with the limitations of all applicable state and Federal laws, including the DPPA, 18 U.S.C. §§2721-25, and Iowa Code §321.11.

PROTECTION OF DATA: Recipient agrees to employ any and all security measures as are reasonably necessary to protect against illegal or unauthorized access to any data and/or information that Recipient (including its agents and employees) comes to possess as a result of this Agreement. Recipient agrees not to sell, assign, transfer or otherwise disclose the vehicle and owner record information or any part thereof except for purposes expressly permitted under the DPPA and Iowa Code §321.11. Transfer means dissemination by written, audio or electronic means. Recipient agrees and acknowledges that the duties set forth herein are ongoing for the life of the data and do not lapse or cease in the event the Agreement is terminated or otherwise modified.

REQUIREMENT OF THIRD-PARTY CONTRACT: Recipient shall enter into a written contract with any third-party (individual or entity) to which it transfers or redisclosures the vehicle and owner record information, or any part thereof, received from Provider. This contract shall require the third-party to adhere to the DPPA and Iowa Code §321.11 in the use or redisclosure of any information or data received. Recipient agrees to supply Provider with a list of any such third-parties and copies of signed contracts upon request.

RECORD KEEPING: In compliance with the DPPA, Recipient agrees to keep a record for five (5) years of all persons to whom the vehicle and owner record information obtained under this Agreement is redisclosed in accordance with the preceding paragraph, and consistent with all statutory limitations found therein, which shall include the purpose for which the information is to be used by any such third party. Recipient assumes full responsibility for assuring record maintenance and protection, including determining the methods used for record keeping and the sufficiency of such methods under all applicable state and Federal law. Recipient agrees to make such records available to the Provider upon request.

NOTIFICATION AND COOPERATION: In the event of any breach of law or security involving personal information, including breach by any third party, Recipient agrees it will immediately notify Provider upon discovery and will fully cooperate with Provider to investigate the issue(s) and take all corrective action required by Provider.

INDEMNIFICATION: Recipient agrees to defend, indemnify, and hold harmless the State of Iowa, the Iowa Department of Transportation, its agents, officers, employees, and assignees from any claims arising out of or related to Recipient's access to or use of the data and/or information obtained under this Agreement. This includes, but is not limited to: Recipient's redisclosure of

any data and/or information obtained under this Agreement, whether authorized or unauthorized, while the data and/or information is under Recipient's control; any claim that Recipient failed to provide adequate security for and/or administrative control over the data/information or any part; and any claim that Recipient, or a third-party that obtained the data from or through Recipient, otherwise violated the DPPA and/or Iowa Code §321.11.

DISCLAIMER OF LIABILITY: With respect to information available from Provider, Recipient accepts and acknowledges that neither the Iowa Department of Transportation nor any of its employees, agents, officers, or assignees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, as to the vehicle and owner record information, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data or information.

MODIFICATION AND TERMINATION: Other than modification or termination by operation of law, this Agreement can be modified by the mutual assent of both parties only. This Agreement may be terminated by either party at will with a thirty (30) day written notice, except in the case of Recipient's misuse or misappropriation of any data and/or information obtained under this Agreement, including, but not limited to, breach of security or illegal or unauthorized access, or any other use of information prohibited by law, in which case Provider reserves the right to immediately terminate this Agreement.

This **AGREEMENT** is effective on the date of execution of the last signatory hereto.

IOWA DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE DIVISION	CITY OF WEST DES MOINES, IOWA
BY: _____	_____
Melissa Spiegel, Interim Director **Motor Vehicle Division, IDOT**	Tim Stiles, Finance Director City of West Des Moines, Iowa
DATE: _____	_____

Schedule A to MOU-2017-COWDM-001

Between the Iowa Department of Transportation and City of West Des Moines, Iowa

Vehicle and Owner Record Information to be Provided to Recipient (Batch Plate File)

1. Owner(s) name, date of birth, social security number
2. Owner(s) mailing address, city, state, zip
3. Lessee name, date of birth, social security number
4. Lessee mailing address, city, state, zip
5. Primary user name, date of birth, social security number
6. Primary user mailing address, city, state, zip
7. Managing county and renewal month
8. Vehicle make, model and year
9. License plate number, type and VIN
10. Date ticket was issued