CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Motion - Approval of Memorandum of Understanding between the City of West Des Moines and the Iowa Department of Transportation – Motor Vehicle Enforcement for a Multi-Agency & Rural Strike Force to Save Lives Federal High Priority Grant (MASFO)

FINANCIAL IMPACT: Motor Vehicle Enforcement (MVE) will reimburse the City for each participating officer's overtime wage, benefits and vehicle mileage at Federal Rate for a maximum reimbursement of $25,000.

SYNOPSIS: The Iowa Department of Transportation – Motor Vehicle Enforcement (MVE) will be providing funding opportunities to local Law Enforcement Agencies who want to work alongside MVE to help reduce commercial motor vehicle (CMV) crashes utilizing the InTrans Heavy Truck Crash Tool to target hot spots in their local jurisdictions.

OUTSTANIDNG ISSUES (if any): None.

RECOMMENDATION: Approve the Memorandum of Understanding between the City of West Des Moines and the Iowa Department of Transportation – Motor Vehicle Enforcement

Lead Staff Member: Chris Scott, Chief of Police

STAFF REVIEWS

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	Ryan T. Jacobson, City Clerk

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Dates Reviewed			
Recommendation	Yes	No	

AGREEMENT BETWEEN
Iowa Department of Transportation – Motor Vehicle Enforcement
And
West Des Moines Police Department

Purpose of Project: MVE will be providing funding opportunities to local Law Enforcement Agencies who want to work alongside MVE to help reduce Commercial Motor Vehicle crashes utilizing the InTrans Heavy Truck Crash Tool to target hot spots in their local jurisdictions.

Activity: Local Law Enforcement agencies will need to fill out an activity sheet, invoice MVE and have a goal of making 2 contacts / hour for traffic related violations.

Funding: MVE will reimburse the department for each participating officer's overtime wage, benefits and vehicle mileage at Federal Rate. West Des Moines PD will be limited to $25,000.

1. This agreement is entered by and between the Iowa Department of Transportation – Motor Vehicle Enforcement (hereinafter "Grantor") and the City of West Des Moines (hereinafter "City").

2. The Iowa DOT Motor Vehicle Enforcement is the Lead Agency in the State of Iowa for the implementation of the Iowa FY18 HP – CMV Safety Project Proposal, A Multi-Agency & Rural Strike Force to Save Lives Federal High Priority Grant (MASFO).

3. The City is a participating agency in the MASFO and is eligible to receive funds for the performance of approved activities. Activities for the event are identified in an approved "Iowa FY18 HP – CMV Safety Project Proposal" for the State of Iowa.

4. The City agrees to perform activities in accordance with the standards and procedures outlined in the attached activity report.

5. The effective dates for this agreement shall be from the date of execution of this Agreement through September 30, 2020.

6. The relationship of the City to the Grantor shall be that of an independent contractor not that of a joint enterprise. The City shall have no authority to bind the Grantor for any obligation or expense without expressed written approval.

7. The City shall receive reimbursement for each Officer's overtime wage, fringe benefit and miles incurred during the event and recorded on the attached activity report.

8. The City will initiate reimbursement proceedings by submitting an invoice to the Grantor no later than 15 days after a MASFO event and rural independent activity monthly.

9. The City will be responsible for follow-up requirements of any activity related to the event. MVE will assist when possible.

10. The City will comply with all requirements imposed by the Federal Motor Carrier Safety Administration and the Grantor concerning special requirements of law, program requirements and other administrative requirements.

11. The City must maintain a financial management system which records all grant related costs following generally accepted accounting procedures. Adequate documentation for all contract costs must be maintained.

12. As a recipient or sub-recipient of federal assistance, the City is required to have an audit made in accordance with the provisions of the OMB Circular A-133. This circular serves as implementation of the Single Audit Act of 1984 (PL 98-502).

13. The City agrees the Grantor, the United States Department of Transportation Federal Motor Carrier Administration and/or the Comptroller General of the United State the Auditor of the State of Iowa, or any of their duty authorized representatives, may have access for purposes of audit and examination to any book, document, papers, or records maintained by the City pertaining to the Agreement; and the Grantor further agrees to maintain such books and records for the period of three years after the date of submission of the final expenditure report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of the three year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. If state or local law requires a longer period of retention, access to the records will be allowed for purposes of audit.

14. Either party to this Agreement may terminate this Agreement for any reason upon not less than five (5) business days advance written notice by one party to the other party hereto. After such termination, the terminating party shall have no further obligation or responsibility under this Agreement except that Grantor shall be responsible for reimbursing City for applicable expenses through the date of termination.

15. All notices under this Agreement shall be in writing and deemed to be given when deposited in the mail with the United States Postal Service. Notice shall be sent to the following:

If to Iowa DOT MVE (Grantor):
Lieutenant Jennifer Bell
6310 SE Convenience Blvd.
Ankeny, IA 50022

If to the City:
Sergeant Dan Wade
250 Mills Civic Pkwy
West Des Moines, IA 50265

16. The Agreement shall not bind or purport to bind the Grantor for any contractual commitment in excess of the original agreement period.

17. The City agrees that funding received as a result of this agreement shall be expended only to further the purposes and activates for which this Agreement has been written and shall not be used to supplement existing appropriations.

18. The City hereby agrees that as a condition of receiving federal financial assistance from the Department of Transportation (through IA DOT-MVE) will comply with Title VI of the Civil Rights act of 1964 *78 stat.252, 42 U.S.C.200d related to non-discrimination statues (i.e. U.S.C. 324, Section 504 of the Rehabilitation act of 1973 as amended), and the Age Discrimination Act and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age be excluded from participation in, being denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the City receives federal financial assistance. The specific requirements of the United States Department of Transportation Standard Civil Rights assurances (required by 49 CFR 21.7) and on file with the U.S. DOT are incorporated in this Agreement.

19. The City further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age, and that it has or will develop and submit to the Grantor an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures 29 CFR 1607 and the Affirmative Action Guidelines, 29CRF108. The City agrees to submit a copy of the affirmative action plan to the Grantor upon request. A plan that is consistent with the guidelines on Employee Selection Procedures (29 CFR 1607) and Affirmative Action Guidelines 29 CFR 608 or 23 CFR 230, Sub Part C will meet these requirements.

20. Modification: Any modifications or amendments to this Agreement shall be in writing and approved by both Parties.

By authorized signature of this Agreement, the Parties agree to this Agreement.

IOWA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ENFORCEMENT

David J. Lorenzen, Chief Motor Vehicle Enforcement
Iowa Department of Transportation

02/12/2020
Date

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

Date

Attest:

Ryan Jacobson, City Clerk

Date