

**GOVERNOR'S TRAFFIC SAFETY BUREAU  
IOWA DEPARTMENT OF PUBLIC SAFETY**

PUBLIC DOCUMENT  
INDEX No.

# 8 9 3 4 0

CITY CLERK'S OFFICE  
MUSCATINE, IOWA

**CONTRACT NUMBER:** OWI Prevention Grant, PAP 05-163, Task 50  
**ISSUING AGENCY:** DPS/Governor's Traffic Safety Bureau  
**PROJECT CONTRACTOR:** Muscatine Police Department  
**FISCAL SUMMARY:**

|             | Highway Safety | Contractor | Total Funds |
|-------------|----------------|------------|-------------|
| Cash Amount | \$14,000.00    | \$ -0-     | \$14,000.00 |

**AGENCY/LAW/ SOURCE:** National Highway Traffic Safety Administration  
(NHTSA), Public Law 105-178, Sections 163 and 164

Submit Reimbursement Claims To:  
  
Wendie Nerem, Area Administrator  
Governor's Traffic Safety Bureau  
Wallace State Office Building, 4th Floor  
Des Moines, IA 50319-0248

Issue Payment To:  
  
City of Muscatine  
Finance Department  
215 Sycamore Street  
Muscatine, IA 52761

Submit Reports To:  
  
Wendie Nerem, Area Administrator  
Governor's Traffic Safety Bureau  
Wallace State Office Building, 4th Floor  
Des Moines, IA 50319-0248  
515-281-5430, FAX 515-281-6190

Transmit Contract Information To:  
  
Sergeant Kevin Sink  
Muscatine Police Department  
312 East 5th Street  
Muscatine, IA 52761  
563-263-9922, FAX 563-288-0964

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2005 Highway Safety Plan, Program Area Plan 05-163, Task 50, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 105-178 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

**IN WITNESS THEREOF**, the parties hereto have executed this contract on the day and year last specified below.

**CONTRACTOR:**

By 

Date: 3/16/05

**ISSUING AGENCY:**

By   
J. Michael Laski, Director

Date: 3-25-05

Effective Date: 04/01/05

Expiration Date: 09/30/05

## **SPECIAL CONDITIONS**

**Article 1.0 Identification of Parties.** This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Muscatine Police Department (hereinafter referred to as Contractor).

**Article 2.0 Statement of Purpose.**

**WHEREAS**, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

**WHEREAS**, DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Sections 163 and 164 of the Highway Safety Act of 1966, as amended, and

**WHEREAS**, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

**THEREFORE**, the parties hereto do agree as follows:

**Article 3.0 Area Covered.** The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Muscatine, Iowa

**Article 4.0 Reports and Products.** The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation, and, if applicable, an Equipment Accountability Report (HSP-3) form, for reimbursement.
- 4.2 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.3 A copy of all audit reports within 30 days of completion of said audit.
- 4.4 Monthly activity reports due the 10th of the following month on forms provided by DPS/GTSB that quantify project activities.

**Article 5.0 Designation of Officials.**

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Chief Gary Coderoni, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

**Article 6.0 Key Personnel.** The Contractor hereby assigns the duties and responsibilities of project administration to Sergeant Kevin Sink, representing the Contractor in this agreement.

**Article 7.0 Time of Performance.** The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

**Article 8.0 Modification of General Conditions.** None.

**Article 9.0 Additional Special Conditions.**

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by DPS/GTSB in accordance with Sections 163 and 164 of the Highway Safety Act of 1966, and the Iowa Administrative Code.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
  - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.

**Article 10.0 Conditions of Payment.**

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by DPS/GTSB for all work and services required under this Contract will not exceed \$14,000.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB.
- 10.3 Receipt of Federal Funds.
  - a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.

- b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
- c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.

10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

10.5 The Contractor will arrange for an audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$500,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.605 applies to Safety Incentives to Prevent Operation of Motor Vehicles by Intoxicated Persons programs. A copy of the audit report will be submitted to DPS/GTSB within thirty (30) days after the completion of the audit.

**Article 11.0 Statement of Work and Services.** The Contractor will perform in a satisfactory and proper manner, as determined by DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.

- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
- a. Provide adequate staff to carry out activities required in this contract.
- 11.8 Contract activities:
- a. Conduct traffic enforcement directed at alcohol-related and occupant restraint traffic violations.
  - b. Purchase four in-car video systems and utilize for alcohol-related traffic enforcement.
- 11.9 Key dates:
- a. By May 10, 2005, June 10, 2005, July 10, 2005, August 10, 2005, September 10, 2005 and October 10, 2005, submit a monthly report as specified in Article 4.4.
  - b. By September 30, 2005, purchase four in-car video systems as specified in Article 11.8(b).
- 11.10 Objective/performance measures:
- a. Enforcement conducted generating 60 alcohol-related and 95 occupant restraint violation contacts.
  - b. Four in-car video systems purchased and utilized.

**Article 12.0 Project Budget.**

|                                    | <u>Highway<br/>Safety<br/>Funds</u> | <u>Contractor</u> |
|------------------------------------|-------------------------------------|-------------------|
| Equipment                          |                                     |                   |
| Four in-car video systems          | \$14,000.00                         | \$ 0.00           |
| TOTAL                              | \$14,000.00                         | \$ 0.00           |
| Soft match provided by Contractor: |                                     | \$ 0.00           |