

**TIM LANE**  
**Scott County Sheriff**

Item #9  
9/4/18

**SHAWN ROTH**  
Chief Deputy Sheriff



**BRYCE SCHMIDT**  
Chief Deputy Sheriff

EMERGENCY 9-1-1  
(563) 326-8625  
(563) 326-8689 (FAX)

400 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1104

[www.scottcountyiowa.com/sheriff](http://www.scottcountyiowa.com/sheriff)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

---

Date: September 4, 2018

Memo To: Board of Supervisors

From: Sheriff Tim Lane

**REF: Governor's Traffic Safety Bureau (GTSB) Grant Renewal October 1, 2018 - September 30, 2019**

The Sheriff's Office is asking for Board approval for the renewal of the Governor's Traffic Safety Bureau grant for the grant period of October 1, 2018 through September 30, 2019 in the amount of \$52,000. This is an on-going program that provides funds for traffic enforcement efforts, training and equipment.

The Sheriff's Office was awarded the \$52,000; \$38,500 for directed overtime traffic enforcement, \$1,500 for training-related travel and \$12,000 for two radar units and two in-car video cameras.

The Sheriff is requesting approval to sign the new contract.

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

**CONTRACT NUMBER:** State and Community Highway Safety Grant  
PAP 19-402-M00P, Task 11-00-00

**ISSUING AGENCY:** DPS/Governor's Traffic Safety Bureau

**PROJECT CONTRACTOR:** Scott County Sheriff's Office

**PROJECT BUDGET:** Highway Safety Funded Amount: \$52,000.00

**AGENCY/LAW/SOURCE:** National Highway Traffic Safety Administration (NHTSA)  
Public Law 114-94, Section 402

**DUNS #** 05-081-2361

**Submit Reimbursement Claims To:**

Larry Grant, Program Administrator  
Governor's Traffic Safety Bureau  
215 East 7th Street, 3rd Floor  
Des Moines, IA 50319-0248

**Issue Payment To:**

Scott Co Sheriff  
400 W 4th St  
Davenport, IA 52801

**Submit Reports To:**

Larry Grant, Program Administrator  
Governor's Traffic Safety Bureau  
215 East 7th Street, 3rd Floor  
Des Moines, IA 50319-0248  
515-725-6124, FAX 515-725-6133

**Transmit Contract Information To:**

Sergeant Ryan Lage  
Scott County Sheriff's Office  
400 W 4th St  
Davenport, IA 52801  
563-326-8711, FAX 563-623-8266

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 2019 Highway Safety Plan, State and Community Highway Safety Grant 19-402-M00P, Task 11-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 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: \_\_\_\_\_

**ISSUING AGENCY:**

By Patrick J. Hoye Date: 8-17-18  
Patrick J. Hoye, Bureau Chief

Effective Date: 10/01/18 Expiration Date: 09/30/19

## **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 Scott County Sheriff's Office (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**, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Fixing America's Surface Transportation Act, 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:

County of Scott, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

**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 within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2019.
- 4.2 A cumulative final report due November 1, 2019 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

**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, Sheriff Tim Lane, 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 Ryan Lage, 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 the 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 the DPS/GTSB in accordance with Section 402 of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 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.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.
  - a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
  - b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
  - c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

- d. *Major purchases and dispositions.* Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
- 1) Purchases shall receive prior written approval from the Regional Administrator;
  - 2) Dispositions shall receive prior written approval from the Regional Administrator unless the equipment has exceeded its useful life as determined under State law and procedures.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
- 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
  - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
- 1) Title shall remain vested in the Federal Government;
  - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
  - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

9.6 Civil Rights Act. The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.

9.7 Buy America Act. The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be

purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**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 the 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 the DPS/GTSB for all work and services required under this Contract will not exceed \$52,000.00 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. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 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 a single audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$750,000.00 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 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the 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 the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the 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 the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the 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. Officers to conduct 740 hours of directed overtime enforcement.
- 11.8 Contract activities:
  - a. Conduct 740 overtime hours of high visibility traffic enforcement with a maximum effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk, including at least two special traffic enforcement projects, one of which will be conducted at night.
  - b. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
  - c. Conduct and publicize results of two observational occupant protection surveys during March and August.
  - d. Purchase two NHTSA-approved radars and utilize for speed enforcement.
  - e. Purchase two in-car video cameras and utilize for impaired driving-related traffic enforcement.
  - f. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.



11.9 Key dates:

- a. By November 15, 2018 and the 15th of each subsequent month through October 15, 2019, submit a monthly report as specified in Article 4.5.
- b. By September 30, 2019, receive two radar units and two in-car video cameras as specified in Article 11.8(d) and (e).
- c. By November 1, 2019, submit an annual report as specified in Article 4.2.
- d. By November 15, 2019, submit final claim for reimbursement.

11.10 Objective/performance measures:

- a. At least 740 hours of overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. Twelve public information activities conducted and reported.
- c. Two occupant protection surveys completed and results publicized.
- d. Two radar units and two in-car video cameras purchased and utilized.
- e. At least one deputy attended DPS/GTSB approved training and a trip report submitted if required.

**Article 12.0 Project Budget.**

	<u>Highway Safety Funds</u>
Personal Services	
Directed overtime enforcement	\$ 38,500.00
Training-related travel	\$ 1,500.00
Equipment	
Two radar units and two in-car video cameras	<u>\$ 12,000.00</u>
<b>TOTAL</b>	<b>\$ 52,000.00</b>

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 6, 2018

APPROVAL OF THE IOWA GOVERNOR'S TRAFFIC SAFETY BUREAU GRANT  
REQUEST IN THE AMOUNT OF \$52,000.00

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Board hereby approves a grant in the amount of \$52,000 from the Governor's Traffic Safety Bureau.
- Section 2. The Sheriff is approved to sign the grant agreement.
- Section 3. This resolution shall take effect immediately.