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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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MEMORANDUM OF AGREEMENT BETWEEN

MADISON COUNTY, IOWA

AND

THE IOWA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is made and entered into this 17 day of September, 2002, by and between Madison County, Iowa, hereinafter referred to as the County, and the Iowa Department of Transportation, hereinafter referred to as the Department.

I. AUTHORITY

1. This Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E.

II. DURATION

1. This Agreement shall become effective upon filing with the Office of the Madison County Recorder and the Secretary of the State of Iowa in accordance with the provisions of Iowa Code section 28E.8, Filing and Recording. The Agreement is valid until terminated or amended as outlined herein.

III. PURPOSE

1. The purpose of this Agreement is to establish the terms and conditions whereby the County will perform driver's licensing functions, including skills testing and issuance of noncommercial and commercial driver's licenses, nonoperator identification cards and persons with disabilities identification devices on behalf of the State.

✓ Kay B.

IV. DUTIES OF THE COUNTY

1. The duties of the County shall be as follows:

   A. The County shall comply with all applicable statutes and administrative rules of the State of Iowa, with all applicable federal laws, including regulations of the Federal Motor Carrier Safety Administration (FMCSA), standard operating issuance procedures of the Department as set forth in procedural memos, E-mail, Examiner Manual, On-Line Manual, Document Identification Training Manual, ID Checking Guide, and with all local ordinances.

   B. The County shall allow the FMCSA, its representatives, and/or the Department to conduct random examinations, evaluations, road test observations, on-site inspections and audits of its operating facilities, records, and testing procedures as they relate to driver's licensing and related functions without prior notice.

   C. The County shall allow Department employees or designees, without prior notice or identification, to take the tests actually administered by the County as if the employees or designees were test applicants, and allow the Department to retest a sample of drivers who were examined by the County in order to compare pass/fail results.

   D. The County shall require examining personnel employed by or under the direction or control of the County, to submit to performance testing as required by the Department.

   E. The County shall ensure that vision screenings, knowledge exams, and skills tests are conducted strictly in accordance with the test specifications and procedures prescribed by the Department's Examiner Manual, and the additional requirements of using Department-approved examinations, forms, scoring procedures, and road test routes. This includes the requirement that tests be conducted in a vehicle which is representative of the class and type of vehicle for which the driver's license applicant seeks licensure and for which the County skills testing personnel is certified to test.

   F. The County shall maintain for at least one (1) year the Examiner's copy of every commercial and noncommercial knowledge exam score sheet, commercial and noncommercial skills score sheet, including the pre-trip inspection, basic maneuvering, and road test, along with other items to be retained as outlined in Section A of the Department's Examiner Manual.

   G. The County shall forward to the Department, upon request, copies of any items described in Paragraph F.

   H. The County shall require examining personnel employed by or under the direction or control of the County to attend training courses, workshops, seminars and other instructional meetings as required by the Department.

I. The County shall permit only those persons who have been approved by the Department to administer skills testing, including commercial, noncommercial, and motorcycle skills tests.

J. The County shall ensure that each skills tester is certified and maintains certification; to do so, the skills tester must meet all of the following conditions:

1. Be employed and under the direction and control of the County signing this Agreement.

2. Successfully complete a training program conducted by the Department.

3. Attend training courses, workshops, seminars, and other instructional meetings as required by the Department.

4. Possess and maintain a valid Iowa driver's license.

5. Possess a driving record which does not indicate that he or she may be incapable to operate a motor vehicle safely, as determined by the Department.

6. Conduct skills tests, both commercial and noncommercial, in accordance with all legal requirements and in accordance with test specifications and procedures prescribed by the Department in procedural memos, E-mail, and Examiner Manual.

K. The County shall not engage the services of any individual employed by the Department as skills tester or employee.

L. The County shall not allow any skills tester or employee of the County to assist any driver's license applicant in obtaining a passing score on a knowledge or skills test.

M. The County shall not use any name that would be normally associated with an administrator of the Department, such as Driver License Director or DL Director.

N. The County shall comply with the following notification requirements:

1. Notify the Department of all schedules relating to hours of business and testing, including, but not limited to, changes caused by inclement weather. Report routine scheduling in writing to the Department on a quarterly basis. Electronically transmit to the Department planned changes to the schedule 24 hours prior to the change. Report unplanned changes as soon as possible as outlined in the Examiner Manual.

2. Notify the Department when skill's testing is offered and any limitations on the number given.

3. Notify the Department in writing within ten (10) days of any notice received with respect to any suspension, revocation, cancellation, disqualification, denial, or driver improvement action ordered by a court or the Department imposed upon any skills testing personnel in the County's employ.

4. Notify the Department of any punitive, disciplinary, or corrective actions taken against any employee relating to inappropriate conduct or performance while conducting driver's license related functions. The severity of any punitive, discipline, or corrective actions should be comparable to that imposed upon a Department employee for like actions, as set forth in Department of Transportation's Work Rules and Policies and Procedures Manual; and Iowa Department of Personnel's Personnel Management for Managers and Supervisors Manual. Utilize performance and disciplinary procedures that are substantially similar to current Iowa Department of Personnel (IDOP) rules for performance evaluation and discipline of State (DOT) employees engaged in driver's license issuance activity. Make documentation of action taken available to DOT supervisor.

5. Provide a list of all examining personnel conducting driver's licensing functions.

O. The County shall require all examining personnel to notify the Department and the County before the end of the next business day after the examining personnel receives notice of any denial, suspension, revocation, cancellation, or disqualification of his or her driver's license or any driver improvement action ordered by a court or the State.

P. The County shall designate the County Treasurer to be responsible for the County's operation under this Agreement.

Q. The County shall comply with provisions of "VI. Financing."

R. The County shall notify the Department in writing of the County's decision to terminate this agreement. The County shall provide the Department with 90 days notice to discontinue driver licensing functions in the County.

V. DUTIES OF THE DEPARTMENT

1. The duties of the Iowa Department of Transportation shall be as follows:

A. The Department shall provide supervision and oversight to the County while performing driver's licensing functions.

1. Supervision will be provided by a Driver Services Public Service Supervisor. In the absence of the assigned DOT Supervisor, the Department will provide supervision.

2. The Department may, from time to time, conduct site visits in the County.

3. Site visits will include:

   a. Review of communications with the County's examining personnel.

   b. Review of files.

   c. Observation of processes will include, but not be limited to: storage and accountability of security items, care of Department owned/provided equipment, license issuance procedures, applicant eligibility, documentation procedures, quality assurance, skills testing including ride-alongs, and fee accountability. Follow-up communication from the supervisor will be provided to the County Treasurer.

   d. Visits will be both scheduled and unscheduled.

4. The Department shall certify the County for testing and issuance activities after successful completion of the initial training program and continued demonstration of proficiency. The Department will develop and provide for delivery of training materials to the County relating to driver's licensing procedures. Annual training will be provided either regionally or centrally. The scheduling of training will be coordinated with the County. The Department may facilitate training to see that training functions occur for new County personnel, including new County Treasurers.

5. Each County program will be evaluated at least annually. A formal report will be filed with the Central Office and reviewed with the County Treasurer.

B. The Department shall certify the County to administer commercial knowledge examinations and commercial skills tests under the provisions of Title 49, Code of Federal Regulations, Part 383.75.

C. The Department shall certify the County to administer noncommercial knowledge examinations and noncommercial skills tests under the provisions of Chapter 321 Iowa Code and 761 Iowa Administrative Code.

D. The Department shall provide telephone assistance for the issuance of driver's licenses, nonoperator identification cards, and persons with disabilities identification devices.

E. The Department shall provide to the County all equipment, issuance hardware, software, forms, supplies, and data line communications necessary for the issuance of driver's licenses, nonoperator identification cards, and persons with disabilities identification devices. The Department

shall provide to the County copies of or access to all applicable procedural memos, e-mail and manuals. The Department shall provide to the County forms and supplies used for the operation of driver licensing activities limited to the legislative appropriation to support County issuance.

F. The Department shall authorize the County equal access to computer data bases that are necessary to perform driver's license issuance activities.

VI. FINANCING

1. The County shall retain $3.75 per driver's license and nonoperator identification card issued.

A. Retention of fees shall be reported as follows:

1. All fees collected by the Counties for issuance of driver's licenses and nonoperator identification cards shall be deposited intact daily (without over and short adjustments) by the issuing Counties to the State Treasurer's account.

The County shall receive a monthly driver's license issuance fee retention report prepared by the Department's Financial Management and Reporting Section within five (5) working days following completion of a calendar month. Subject report shall contain detailed daily information associated with driver's license deposit activity and summary retention fee due the County. The County should verify transmitted information and report any discrepancy to the Iowa Department of Transportation - Financial Management and Reporting Section (515) 239-1558. If a discrepancy is observed, a revised driver's license issuance fee retention report shall be issued by the Department's Financial Management and Reporting Section. The County is responsible for insuring that verification of fee retention occurs in a timely fashion as to not impair the timely transmittal of motor vehicle registration fees.

B. To complete the attached Driver's License Fee Retention Report:

1. The County shall enter the balance of motor vehicle funds collected at the close of each month.

2. Driver's license issuance fees to be retained by the County will be recorded.

3. The County should report the net difference between motor vehicle fund balance less issuance fees on the net fund transfer line.

4. Each County treasurer shall sign and date the claimant certification portion of the report and transmit the original report with their monthly treasurer report of motor vehicle collection.

   The amount of funds transferred via Electronic Fund Transfer (EFT) to the Department of Revenue and Finance shall equal the amount of the net fund transfer line reported. A copy of the report may be retained by the County treasurer.

   The County shall have access for disposition of driver's license issuance fees after EFT of the net motor vehicle funds amount. The County treasurers shall maintain authority for disposition of issuance fees as prescribed by the County.

VII. WITHDRAWAL OF CERTIFICATION AND TERMINATION

1. The Department reserves the right to withdraw certification for the County to issue driver's licenses and nonoperator identification cards immediately upon determining that the County or examining personnel employed by the County has done one or more of the following:

   A. Failed to comply with or satisfy any of the provisions of the Agreement or the Department's instruction relating to this Agreement.

   B. Falsified any record or information relating to the issuance of a driver's license, nonoperator identification card, or persons with disabilities identification device.

   C. Committed an act or omission which compromises the integrity of Iowa's driver's license program.

   D. Employs skills testers who do not have a valid driver's license, whose driver's license is revoked, suspended, cancelled, disqualified, or whose application for a driver's license has been denied.

   If the Department determines that grounds for withdrawal of the certification exist and the grounds relate to a failure to comply with or satisfy any part of this Agreement, the Department may postpone decertification and place the County program on probation for 30 to 120 days and afford the County the opportunity to correct the program deficiency and ensure compliance.

   Notice of decertification or probation shall be in writing and shall set forth the reasons for decertification.

The County has the right to appeal any decertification imposed by the Director of the Office of Driver Services by making such appeal in writing within ten (10) days to the Director of the Iowa Motor Vehicle Division. A stay of decertification will not be granted. The decision of the Director shall be the final agency action. A final agency action may be appealed to the District Court.

A County may make written application to the Department for recertification once program deficiency is corrected.

The Department shall recertify the County upon satisfactory correction of the program deficiency.

Failure to correct the program deficiencies and obtain recertification shall result in termination of this Agreement. Written notification of termination shall be provided to the County ten (10) days prior to termination.

VIII. AMENDMENT

1. The parties may amend this Agreement, in writing, by mutual agreement.

IX. SEVERABILITY

1. Upon receipt of a Notice of Amendment of this Agreement, the County and the Department shall:

   A. Undertake no new obligations as of the date specified in the notice and shall confine their activities solely and entirely to finishing work on obligations already undertaken in connection with the performance of this Agreement.

   B. Incur no expenses or costs beyond the effective date of amendment to be paid by the Department or County in connection with the performance of this Agreement.

   C. Take such action as may be necessary, or as may be directed, for the protection and preservation of all property related to this Agreement which is in the possession of the County and in which the Department has or may acquire an interest.

2. In the event of a breach of this Agreement by the County or the Department, said breach shall not affect any remaining terms or conditions of this Agreement. Further, if any terms or conditions of this Agreement are held to be invalid or illegal, remaining terms or conditions shall be severable and not affected.

3. No party to this Agreement shall be deemed to be in breach of the Agreement for failure to comply with the terms of the Agreement if unable to comply due to an action or omission of the other party.

X. PROPERTY

1. It is mutually agreed that any properties obtained by the Department and used for the purpose of the Agreement, shall remain assigned to the County by the Department for use by the County for as long as there is a need for the property to accomplish the purposes of the Agreement. Replacement equipment (as appropriate) may be assigned. Upon termination of this Agreement, property owned by the Department and assigned to the County shall be returned to the Department unless mutually agreed to otherwise.

XI. LEGAL ENTITY

1. No new legal or administrative entity is created by this Agreement and the signatories hereto shall administer the same.

XII. NON-APPROPRIATION CLAUSE

1. Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the Iowa Department of Transportation shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.

XIII. ASSIGNABILITY

1, The rights and interests of the parties under this Agreement shall not be assignable.

IN WITNESS WHEREOF, the Department and the County have caused this Agreement to be executed in two counterparts, each of which shall be considered an original.

Chairman, County Board of Supervisors	Director, Iowa Department of Transportation
9-17-02	11-15-02
Date	Date
APPROVED AS TO FORM:	
County Attorney	Assistant Attorney General