

RESOLUTION 1441

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND  
SOFTWARE USE POLICY BETWEEN THE IOWA DEPARTMENT OF  
TRANSPORTATION AND THE CITY OF WEST BRANCH.

WHEREAS, the City of West Branch Police Department and the Iowa Department of Transportation, Motor Vehicle Division, Office of Motor Vehicle Enforcement share common goals; and

WHEREAS, those common goals include improving highway and public safety data and providing for the capability for communications within and between public safety agencies, and

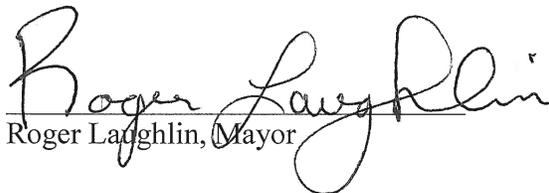
WHEREAS, the Iowa Department of Transportation has provided a Memorandum of Understanding and Software Use Policy for City Council review; and

WHEREAS, the Memorandum of Understanding and Software Use Policy requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Memorandum of Understanding and Software Use Policy be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

\* \* \* \* \*

Passed and approved this 4th day of April, 2016.

  
Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

**MEMORANDUM OF UNDERSTANDING & SOFTWARE USE POLICY  
BETWEEN  
IOWA DEPARTMENT OF TRANSPORTATION  
AND  
City of West Branch**

**Background**

The Mobile Architecture for Communications Handling (MACH) client software application is co-owned by the Iowa Department of Transportation (DOT) and the developer, Technology Enterprise Group, Inc. (TEG). DOT is making the MACH client software available for use by Iowa's public safety agencies.

DOT has a license from TEG for the MACH server software. The Iowa Department of Public Safety (DPS) hosts a MACH server(s) for Iowa's public safety agencies.

**Purpose**

This is a cooperative agreement between the Iowa DOT, Motor Vehicle Division, Office of Motor Vehicle Enforcement and the City of West Branch to allow City of West Branch Police Department to use the MACH client software.

**Goals**

Through the integration of new technologies and products, implementing this MOU is intended to:

- Improve highway and public safety data.
- Increase employee efficiency.
- Provide the capability for communications within and between public safety agencies.
- Enhance employee safety.
- Identify the location of resources and assist in deploying those resources

## General Provisions

The DOT will:

1. Provide the MACH client software, version 2, and subsequent releases. DOT's Traffic and Criminal Software (TraCS) Team will install MACH on computers in compliance with the DOT MACH Software Use Policy.
2. Have the TraCS Team determine, to the best of their ability, whether any problem with MACH is software or hardware related. If software related, the resolution of the problem will be the responsibility of the DOT. If hardware related, the DOT may offer suggestions but the resolution of the problem will be responsibility of the user agency.
3. Provide training, either directly or through train-the-trainer, in the use of MACH.
4. Provide technical support as requested. This support will occur via telephone, e-mail, or Bomgar (a remote support tool). If necessary, on site visits will be provided.
5. Host an annual User Group meeting to receive user input and share future plans.

The Agency will:

1. Provide and maintain equipment capable of efficiently running MACH and subsequent versions as they become available. MACH requires a GPS unit or a GPS equipped computer and a method to communicate with the MACH server over the Internet. A computer may use MACH without a GPS unit such as an administrator's desktop within an agency's offices.
2. Pay \$12 annually for each GPS equipped computer using MACH to cover the cost of Google Maps. If accessing the IOWA System, the map fee will be included with the fees charged by the DPS. These map fees will then be forwarded by the DPS to the DOT. If not accessing the IOWA System, the map fees will be charged directly by the DOT.
3. Pay the fees assessed by DPS if the agency uses MACH to access the IOWA System and initiate NCIC queries.
4. Submit all motor vehicle crash reports to DOT using TraCS. The agency understands that crash reports must be submitted timely and must use the Incident Location Tool to locate all crashes submitted to the Iowa DOT. **This crash reporting process is a requirement to qualify for the use of MACH.**

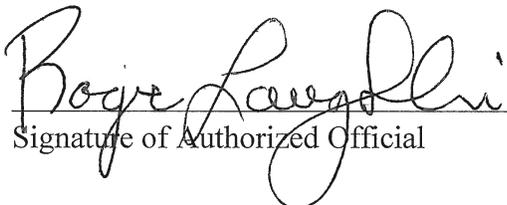
5. Designate an agency contact(s) for problem resolution and training.
6. Not modify MACH other than through use of the customizing afforded by the application.
7. Accord all information contained in MACH the same security and protection as other highly sensitive intelligence information and conform to all privacy and confidentiality laws and regulations that may apply to that information. The agency will use the MACH NCIC capability in strict adherence with the DPS policy regarding mobile data terminals.

**Signatures**

To deploy MACH at City of West Branch Police Department the undersigned parties agree to all provisions contained in this MOU and affirm that they are authorized to enter into this agreement on behalf of the agencies involved.

Evidence of Political Subdivision  
Acceptance By City of West Branch

Evidence of State Agency Acceptance  
By Iowa DOT

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Roger Laughlin

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
4-5-14  
Date

\_\_\_\_\_  
Date