

COUNCIL ACTION FORM

SUBJECT: EXTENSION OF THE MEMORANDUM OF UNDERSTANDING WITH ST. AMBROSE UNIVERSITY FOR THE ANALYSIS OF RACIAL PROPORTIONALITY OF TRAFFIC STOP DATA

BACKGROUND:

The City has a Memorandum of Understanding with St. Ambrose University to analyze the racial proportionality of police traffic stops. This agreement was established on October 4, 2017 and had an anticipated end date of March 31, 2019. St. Ambrose University has collected baseline data and is actively working with the Police Department to extract local data from police records and create a file suitable for analysis. The process of extracting this file and creating the records for this analysis is more complex than was originally anticipated.

In order to allow sufficient time to complete the data conversion, data analysis, and final report of this analysis, the completion date for this project must be extended. The attached Addendum extends the final deadline to December 31, 2019.

ALTERNATIVES:

1. Authorize the extension of the Memorandum of Understanding with St. Ambrose University for the analysis of police traffic stops until December 31, 2019.
2. Do not authorize extension of the Memorandum of Understanding with St. Ambrose University for the analysis of police traffic stops.

MANAGER'S RECOMMENDED ACTION:

The completion of this study will provide important information for the Police Department, City Council, and the community. Work to complete this study is underway.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby authorizing the extension of the Memorandum of Understanding with St. Ambrose University for the analysis of police traffic stops until December 31, 2019. It should be noted there is no cost change associated with this completion date change.

ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF AMES, IOWA
AND
ST. AMBROSE UNIVERSITY
REGARDING THE ESTABLISHMENT OF GRADUATE RESEARCH FELLOWSHIPS
IN MASTER OF CRIMINAL JUSTICE

This is an Addendum to the Memorandum of Understanding entered into on October 4, 2017.
The term of the Memorandum of Understanding was to end no later than March 31, 2019.

The research study outlined in the Memorandum of Understanding has not yet been completed.

The parties agree that the term stated in the Memorandum of Understanding will be extended to
December 31, 2019, to allow time for completion of the research study.

Agreed to and Signed by:

CITY OF AMES, IOWA

ST. AMBROSE UNIVERSITY

By: _____

By: _____

Its _____

Its Vice President, Academic & Student Affairs

By: _____

Its Director, Master of Criminal Justice

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") dated the 4th day of October, 2017, is made between the City of Ames, Iowa hereinafter ("City") and St. Ambrose University (hereinafter "SAU") for the purpose of establishing and funding Graduate Research Fellowships in Master of Criminal Justice, and the parties agree as follows:

- 1) The term of this Agreement shall begin on October 1, 2017 and continue through completion of the Graduate Research Fellowships in the Master of Criminal Justice Program at SAU, but no later than March 31, 2019.
- 2) The City will pay to SAU a one-time payment of \$25,000 for the sole purpose of funding Graduate Research Fellowships in the Master of Criminal Justice program offered by SAU. The City will make said payment of \$25,000 to SAU on or before October 30, 2017.
- 3) The Graduate Research Fellowships will be awarded competitively by SAU. SAU will determine the criteria for the receipt of the awards, what the recipient must do to retain the award, and the recipient of the award. The recipient must maintain full time status in the Master of Criminal Justice or MCJ 4+1 programs at SAU in order to remain eligible for the award. In the event a recipient becomes ineligible for the award, SAU will make the award to a new recipient.
- 4) Each Graduate Research Fellow will be a lead member of the Master of Criminal Justice research team of faculty and graduate students under the direction of Professor Chris Barnum who will be conducting the research study on "racial disproportionality in the stops and stop outcomes" commissioned by the City. The study involves using raw traffic stop and other applicable data provided by the Ames Police Department to create and manage research data sets.
- 5) The SAU research team will review the unstudied City traffic stop data for 2017. The review will include: (a) a calibration of a comparison benchmark using census data and traffic observations; (b) a comparison of police stop percentages to this observational and U.S. census benchmark; (c) an analysis of post stop outcomes (e. g., statistical analyses to look for disproportionality in tickets, arrests, and searches); (d) an analysis of individual officers using odds ratios; (e) and other applicable analyses. Published results of this work will not identify individual officers.
- 6) The research team will present its findings and interpretation to members of the City in written or oral form at least once during the term of this Agreement in a

format that will be agreed upon by the City and SAU. The research team will make one or more presentations to members of the Ames Police Department to ensure that officers understand the study, procedures, analyses, and the intended use of study data.

- 7) SAU will use best practices to ensure the statistical significance of the methods and results of its work and findings.
- 8) The City promises to release all relevant data to SAU faculty and students, and the City acknowledges and agrees that such data will be published, commented on, discussed and utilized in presentations at academic conferences, publication in research journals, and other scholarly outlets. As these data are secondary in nature and available to the public, Institutional Review Board approval is not necessary for analyses.
- 9) SAU understands and agrees the Graduate Research Fellows are not employees of the City and the City does not carry or maintain any health, medical, or disability insurance coverage on behalf of SAU or the Graduate Research Fellows.

SAU will maintain insurance in accordance with the attached insurance schedule.

The City will maintain Commercial General Liability insurance during the term of this Agreement.

- 10) Either party may terminate this Agreement at any time by providing one-hundred eighty (180) days written notice to the other party. Termination will apply prospectively only except that in the event that SAU terminates this Agreement, SAU agrees that it will pay the City a prorated refund of the \$25,000 payment from the City referenced in paragraph two above, and the prorated refund shall be calculated by SAU based on the amount of work completed on the project and the correlating costs incurred prior to the date the City's notice of termination is received by SAU. SAU agrees to provide the City with documentation showing the basis for the amount of the prorated refund. The parties further agree that if the City terminates this Agreement, SAU will retain the \$25,000 payment referenced in paragraph two above, and no refund will be due to the City.
- 11) The cumulative liability of the City to SAU, for any actual or alleged damages arising out of, based on or relating to this agreement, whether based upon

breach of contract, tort or any other legal theory shall not exceed the \$25,000 sum to be paid by the City to SAU under this Agreement.

- 12) This Agreement may not be assigned or transferred by SAU by voluntary act or otherwise without the City's prior written consent. Any attempted assignment or other transfer of this Agreement in violation of this section shall be void.
- 13) Nothing in this Agreement shall be construed as giving any person or entity, other than the parties hereto, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 14) SAU shall comply with all laws, regulations, and ordinances and SAU shall take reasonable steps to ensure that its Graduate Research Fellows comply with all laws, regulations, and ordinances.
- 15) SAU shall defend, indemnify, and hold harmless the City, its officers, employees and agents against any claim, loss or liability arising from or as a result of the death of any person or any accident, injury, loss, or damage caused to any person or to the property of any person which shall occur as the result of the Graduate Research Fellowships in Master of Criminal Justice due to the willful or negligent acts or omissions by SAU, its officers, employees, or agents, under this Agreement.

This indemnity provision shall survive the expiration or sooner termination of this Agreement.

- 16) If one or more of the provisions contained herein is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 17) Any notice which is required to be given hereunder, or which either the City or SAU desire to give the other, shall be in writing and may be personally delivered or mailed by registered or certified mail, postage prepaid, to the following addresses:

City of Ames
Attn: Chief Charles Cychosz
515 Clark Ave.
Ames, IA 50010

St. Ambrose University
Attn: Paul Koch
518 W. Locust
Davenport, IA 52803

- 18) This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding pertaining to any such matter shall be effective for any purpose.

No provision of this Agreement may be amended or otherwise modified, except by an agreement in writing signed by both Parties.

19) This Agreement will be governed by the laws of the State of Iowa.

CITY OF AMES, IOWA

By: Steven L. Schamber

Its City Manager

ST. AMBROSE UNIVERSITY

By: Paul C. Korb

Its Vice President, Academic & Student Affairs

By: Ch. Brown

Its Director, Master of Criminal Justice

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1800 River Drive Moline, IL 61265 309 764-9666	CONTACT NAME: Tere Holmes	FAX (A/C, No): 309-764-6321
	PHONE (A/C, No, Ext): 309-743-3044	E-MAIL ADDRESS: Tere.Holmes@usi.com
INSURED St. Ambrose University 518 W. Locust Street Davenport, IA 52803	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Comp	NAIC #: 25615
	INSURER B: Travelers Property Cas. Co. of	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6301J751545COF17	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Y8101J70967ACOF17	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP2J8298481714	04/01/2017	04/01/2018	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	YDD3JUB2J11060A17	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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