

**CITY CLERK
ORIGINAL**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**C-8197
10/09/2012**

**THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS)
AND THE CITY OF GLENDALE POLICE DEPARTMENT
REGARDING COMMERCIAL VEHICLE ENFORCEMENT MATTERS**

This agreement supersedes all previous agreements related to these topics.

The purpose of this agreement is to establish procedures for

- 1 Using Commercial Vehicle Safety Alliance (CVSA) decals.
- 2 Using the ASPEN software program

This agreement becomes effective on the last date of the signature page and shall remain in effect for (5) years or when THE CITY OF GLENDALE POLICE DEPARTMENT disbands their commercial vehicle enforcement program. Either party may cancel this agreement on thirty (30) days written notice to the other party. Notice of such cancellation shall be sent registered mail to the other party. This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511.

THE CITY OF GLENDALE POLICE DEPARTMENT shall appoint one person as the contact with DPS for all matters addressed in this document.

THE CITY OF GLENDALE POLICE DEPARTMENT shall indemnify and hold harmless DPS for the actions of THE CITY OF GLENDALE POLICE DEPARTMENT employees. THE CITY OF GLENDALE POLICE DEPARTMENT shall at all times be acting as an independent contractor and not as an agent or joint venturer of the State of Arizona.

THE CITY OF GLENDALE POLICE DEPARTMENT shall not assign or transfer any of its duties under this agreement.

Neither party shall charge the other for any administrative fees for work performed pursuant to this agreement.

To the extent required by A.R.S. §§12-1518(B) and 12-133, the parties shall resolve any dispute arising out of this agreement by arbitration.

The parties shall comply with Arizona Executive Order 2009-09 and any other Federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Pursuant to A.R.S. §§35-391.06 and 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

1 Using CVSA Decals

CVSA is an association of state/provincial/territory, federal and commercial vehicle industry officials. CVSA is responsible for setting enforcement standards in the United States, Canada and Mexico to improve commercial vehicle safety.

DPS is a member of CVSA.

CVSA permits member agencies to enable local agencies to issue and affix state-owned CVSA decals to vehicles which meet specific safety standards following an inspection.

DPS has the authority to provide such decals to local agencies

THE CITY OF GLENDALE POLICE DEPARTMENT shall follow all current procedures for affixing decals as documented in the CVSA Operations Manual, Section 5 available at www.cvsa.org. A copy is attached hereto

DPS shall provide the decals at no cost to THE CITY OF GLENDALE POLICE DEPARTMENT upon request. DPS will mail them to THE CITY OF GLENDALE POLICE DEPARTMENT on a quarterly basis as DPS receives them from CVSA

At the end of each quarter, THE CITY OF GLENDALE POLICE DEPARTMENT shall return unused decals to DPS or destroy unused decals, whichever is requested by DPS

THE CITY OF GLENDALE POLICE DEPARTMENT shall secure decals in such a way that they will not be lost or stolen.

THE CITY OF GLENDALE POLICE DEPARTMENT shall notify DPS if the THE CITY OF GLENDALE POLICE DEPARTMENT no longer has Level I certified officers who conduct motor carrier inspections.

2. ASPEN Software Program

ASPEN is a federally developed software program which is used nationwide by officers who conduct motor carrier inspections. Inspection data is downloaded from ASPEN computers to the SAFER data mailbox which enables the data to be incorporated into DPS' SAFETYNET system and Federal Motor Carrier Safety Administration's (FMCSA) Motor Carrier Management Information System (MCMIS)

The following are basic principles of this program

- DPS is the lead agency for collecting, storing and uploading motor carrier inspection information
- Only inspections documented using ASPEN software can be downloaded directly to SAFER
- ASPEN software shall be current to be compatible with SAFER/SAFETYNET
- ASPEN does not preclude the use of handwritten inspection reports

THE CITY OF GLENDALE POLICE DEPARTMENT shall be responsible for maintaining its own ASPEN program from the standpoint of hardware and software issues, as well as officer training

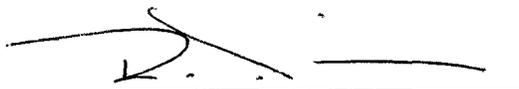
- a) THE CITY OF GLENDALE POLICE DEPARTMENT shall designate a computer specialist to handle the following functions:
- Maintain software and hardware to keep it compatible with SAFER
 - Resolve software and hardware problems that officers may encounter with the program
 - Set up software to make it agency-specific
 - Update THE CITY OF GLENDALE POLICE DEPARTMENT computers with new versions of the software and new editions of the Inspection Selection System (ISS)

- Resolve download and data entry problems after officers submit their inspections to SAFER
 - Attend ASPEN-related training conducted by DPS
- b) THE CITY OF GLENDALE POLICE DEPARTMENT shall purchase all hardware and software necessary to run ASPEN. Hardware shall comply with minimum standards required to run the program
 - c) DPS shall conduct training for THE CITY OF GLENDALE POLICE DEPARTMENT officers.
 - d) DPS shall, at no charge, provide THE CITY OF GLENDALE POLICE DEPARTMENT with one copy of new releases of ASPEN software, as well as the most current versions of ISS. THE CITY OF GLENDALE POLICE DEPARTMENT shall install this software on all machines per FMCSA requirements, which will be provided by DPS.
 - e) THE CITY OF GLENDALE POLICE DEPARTMENT officers shall download data daily via modem. If officers use air cards or other methods of field transmission, inspections shall be downloaded after each inspection is completed.
 - f) A printed copy of the signed inspection report shall be sent to DPS after download has been completed. This copy must have the officer's and driver's signatures. Reports shall be mailed to:

Commercial Vehicle Enforcement
 Arizona Department of Public Safety
 Mail Drop 1240
 PO Box 6638
 Phoenix, AZ 85005

STATE OF ARIZONA

THE CITY OF GLENDALE POLICE DEPARTMENT


 Robert Halliday, Director


 Agency Head

11/06/12
 Date

10-2-12
 Date


 Approved as to Form (9-3-12 email)

ATTEST:

 City Clerk

Approved as to form:


 Craig Tindall
 City Attorney

BRAKE MEASUREMENTS

It shall be the policy of CVSA to record on inspection forms all brake measurements during North American Standard Level I and Level V Inspections.

NOTE: The marking and measuring of pushrod travel is not required if a performance-based brake test (PBBT) has been completed.

QUALIFYING FOR CVSA DECALS

The North American Standard Level I and/or Level V are the only inspections that may result in issuance of a CVSA decal. To qualify for a CVSA decal, a vehicle must not have any Critical Vehicle Inspection Item violations contained in CVSA Operational Policy.

Inspections must be performed by and CVSA decals affixed by North American Standard Level I and/or Level V certified inspectors. The term "certified" as used in this section means the government employee performing inspections and/or affixing CVSA decals must have first successfully completed a training program approved by the Alliance. CVSA decals, when affixed, shall remain valid for a period not to exceed three consecutive months. Vehicles displaying a valid CVSA decal generally will not be subject to re-inspection.

However, nothing shall prevent re-inspection of a vehicle or combination of vehicles bearing valid CVSA decals, under the conditions specified in the section titled, "Vehicle Re-inspections".

CRITICAL VEHICLE INSPECTION ITEMS

- Brake Systems
- Coupling Devices
- Exhaust Systems
- Frames
- Fuel Systems
- Lighting Devices (Headlamps, Tail Lamps, Stop Lamps, Turn Signals and Lamps/Flags on Projecting Loads)
- Securement of Cargo
- Steering Mechanisms
- Suspensions
- Tires
- Van and Open-Top Trailer Bodies
- Wheels, Rims and Hubs
- Windshield Wipers
- Emergency Exits and/or Electrical Cables and Systems in Engine and Battery Compartments (Buses)

CVSA DECALS ON CARGO TANKS

When a U.S. DOT/Transport Canada specification cargo tank inspection is completed in conjunction with North American Standard Level I and/or Level V Inspection CVSA decals shall not be issued to U.S. DOT/Transport Canada specification cargo tank vehicles found to have violations of the following:

- Retest requirements
- Cargo Tank Authorization
 - Does not include specification shortages
- Manhole Covers
- Internal Valves
- Discharge Valves
- Cargo Tank Integrity
- Supports and Anchoring
- Double Bulkhead Drains
- Ring Stiffeners
- Rear End Protection
- Emergency Flow Control
- Piping and Protection
- Overturn Protection
- Venting

VEHICLE INSPECTIONS

Each vehicle (i.e. motorcoach, school bus, other bus, truck, truck-tractor, semi-trailer, trailer, converter dollies, etc.) used singularly or in combination may qualify for a CVSA decal if it passes inspection, and a CVSA decal shall be applied. "Pass Inspection" means that during a North American Standard Level I or Level V Inspection no defects are found in the Critical Vehicle Inspection Items.

For the purpose of a CVSA decal issuance, if no violation is detected during a North American Standard Level I or Level V Inspection due to a hidden part of the listed Critical Vehicle Inspection Items, CVSA decal shall be applied. An inspector can still apply a CVSA decal even though his/her jurisdiction does not allow for the inspection of gaseous fuel systems.

The CVSA decal criteria apply only to the condition of the vehicle, not the driver. It is possible for a driver to be out-of-service and still have vehicle(s) qualify for a CVSA decal.

Example #1:

A vehicle may have a clearance lamp out, (which is a violation) and still qualify for a CVSA decal. This is because clearance lamps are not specifically listed in the Critical Vehicle Inspection Items.

Example #2:

If a vehicle has one headlamp out, it does not qualify for a CVSA decal. This is because headlamps are specifically listed in the Critical Vehicle Inspection Items.

Example #3:

If a vehicle is missing one wheel fastener, it does not qualify for a CVSA decal. This is because wheel fasteners are listed in the Critical Vehicle Inspection Items.

Example #4:

A vehicle has two brakes with required self-adjusting brake adjusters that are out-of-adjustment. The brakes are adjusted at the time of inspection. Because only the brake adjustment problem was corrected, there is still a violation with the brake not adjusting automatically. As a result, the vehicle does not receive a CVSA decal.

Example #5:

A truck-tractor and semi-trailer is inspected. The tractor passes the inspection, but the semi-trailer has one flat tire. The tractor receives a CVSA decal, but the semi-trailer does not.

Example #6:

When you inspect a vehicle, you find that about 10% of the brakes are defective. This is a violation. The vehicle does not receive a CVSA decal because this is a violation of the Critical Vehicle Inspection Items.

Example #7:

When you inspect a truck-tractor and semi-trailer combination, you find that 10% of the brakes are defective. All defects are on the semi-trailer. The semi-trailer would not qualify for a CVSA decal; however, the truck-tractor would qualify for a CVSA decal.

LOCATION OF CVSA DECALS

The location for affixing a CVSA decal on a power unit shall be on the lower right corner of the exterior surface of the passenger's windshield.

The location for affixing a CVSA decal on trailing units (i.e. trailers, full trailers, semi-trailers, converter dollies, etc.) shall be on the lower right corner as near the front as possible.

The location for a CVSA decal on a cargo tank semi-trailer shall be at eye-level near the right front of the cargo tank and on the lower right corner of the exterior surface of the passenger's windshield of a straight truck.

The location for a CVSA decal on passenger vehicles shall be on the glass portion (window) of the passenger door as close to inspector's eye-level as possible.

Any expired CVSA decal shall be removed before a new CVSA decal is affixed.

CVSA DECAL APPLICATION

The quarter in which an inspection is performed is indicated by the color of the CVSA decal issued.

Inspection Period	Color Code
January, February, March	Green
April, May, June	Yellow
July, August, September	Orange
October, November, December	White

The year of issuance shall be indicated by using the last number of the calendar year (i.e. 2010 shall be indicated by the number "0") and shall be printed at the top portion of the sticker, with the CVSA trademark printed directly below.

CVSA decals affixed on the first month of a new calendar quarter must have both upper corners removed. Those issued during the second month of the same quarter must have the upper right corner removed. No corners are removed from those CVSA decals issued during the last month of a calendar quarter.

CVSA decals, affixed, will remain valid for the month of issuance plus two months. For example, a CVSA decal issued on July 28 will expire September 30.

In general, vehicles displaying a valid CVSA decal are not subject to re-inspection. However, if a Critical Vehicle Inspection Item violation is detected on a vehicle with a current CVSA decal, nothing prohibits inspection of the vehicle.

Should inspection of a vehicle displaying a valid CVSA decal disclose vehicle maintenance inconsistent with the minimum inspection criteria, the CVSA decal must be removed. However, if the Critical Vehicle Inspection Item(s) found are repaired at the scene, the CVSA decal would not have to be removed. In those instances where a complete re-inspection is performed and no Critical Vehicle Inspection Item(s) are detected, or if the item(s) are corrected at the scene, a new CVSA decal should be applied.

CVSA LEVEL VI DECAL

All Level VI inspectors will honor the display of a valid Level VI decal. En-route Level VI inspections should be conducted only if an obvious defect is observed or suspected by a certified Level VI inspector. This does not prohibit jurisdictions that have laws, mandates, or orders requiring en-route inspections prior to transportation through the jurisdiction, from conducting such inspections.

A CVSA Level VI decal will be issued only to a vehicle and/or vehicle combination that is “defect free” of the North American Standard Level VI Inspection for Transuranic Waste and Highway Route Controlled Quantities (HRCQ) of Radioactive Material at the point of origin.

If at the point of origin a vehicle and/or vehicle combination passes a “Level VI defect free” inspection, the CVSA Level VI decal should be placed on the passenger side edge of the windshield near the top so that the bottom edge of the decal is not more than 6” from the top of the windshield. It must be out of the sweep of the wiper and not be affixed where it would interfere with the driver's view. Refer to the Federal Motor Carrier Safety Regulations, 49 CFR §393.60(e)(1) & (2) for windshield decal placement restrictions. In addition, a regular or standard CVSA decal will also be applied in accordance with this Operational Policy if one is missing or not valid. Unlike the regular or standard CVSA decal, the CVSA Level VI decal will be for the entire vehicle and/or vehicle combination.

The CVSA Level VI decal will be hole-punched with the correct year, month, and day the North American Standard Level VI Inspection was completed and will be valid for a single trip.

Any vehicle and/or vehicle combination in violation of the *North American Standard Out-of-Service Criteria for Transuranic Waste and Highway Route Controlled Quantities (HRCQ) of Radioactive Material* will be declared out-of-service and the CVSA Level VI decal will be removed. Once in compliance and re-inspected following the defect free North American Standard Level VI Inspection for Transuranic Waste and Highway Route Controlled Quantities (HRCQ) of Radioactive Material, a new CVSA Level VI decal will be applied. The CVSA Level VI decal is not valid after the shipment for which it was issued is completed. If there is an equipment change while enroute, the vehicle and/or vehicle combination will be re-inspected and a new CVSA Level VI decal applied.

Any expired, regular or standard CVSA decal and any CVSA Level VI decal will be removed before a new CVSA Level VI decal is affixed. In addition, it is the driver's responsibility to remove the Level VI decal at the conclusion of the trip.

VEHICLE RE-INSPECTIONS

For the purposes of uniformity in the application of this section and maximum maintenance of the reciprocity standard, re-inspection of a vehicle bearing a current and valid CVSA decal is contemplated under the following circumstances:

1. A North American Standard Critical Vehicle Inspection Items or out-of-service violation is detected;
2. When a North American Standard Level IV (Special Inspection) exercise is involved;
3. When a statistically based random inspection technique is being employed to validate an individual jurisdiction or regional out-of-service percentage;

Or,

4. When re-inspections are conducted to maintain CVSA North American Standard Inspection quality assurance.

REQUIRED REPAIRS FOR OUT-OF-SERVICE NOTICES

The following shall be the policy regarding required repairs for out-of-service notices:

No motor carrier shall require nor shall any person operate, or any inspector release any commercial motor vehicle declared "out-of-service" until all repairs required by the "out-of-service notice" have been satisfactorily completed to where a violation no longer exists.

When a vehicle is declared out-of-service for a condition resulting from an accumulation of violations, all violations that contributed to the specific out-of-service condition must be repaired (e.g. a vehicle, or vehicles in combination declared out-of-service for 20 percent defective brake violations must have all the 20 percent defective brake violations repaired prior to being released; or, a vehicle declared out-of-service for two tires at less than 1/32 inch (.8mm) tread depth must have both tire violations repaired prior to the vehicle being released, etc.).

An out-of-service condition cannot be corrected by creating a new violation (e.g. if a vehicle is declared out-of-service for three missing wheel fasteners on one wheel, wheel fasteners from other wheels cannot be removed to correct this out-of-service condition, etc.).