

MEMORANDUM OF UNDERSTANDING
Between
IDAHO TRANSPORTATION DEPARTMENT, OFFICE OF HIGHWAY SAFETY
And
THE MERIDIAN POLICE DEPARTMENT

PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to formalize a cooperative relationship to increase the number of new students completing the Alive at 25 classes each consecutive year between the Idaho Transportation Department, Office of Highway Safety (ITD/OHS) and the Meridian Police Department with principal offices located at 1401 E Watertower St, Meridian, ID 83642.

ITD/OHS provides young adult drivers an educational opportunity to become a more defensive driver. The goal is to increase the number of new students completing the Alive at 25 classes each consecutive year by having certified law enforcement present Alive at 25 (Alive at 25) classes to those 15-24 years of age. These efforts are directed to eliminate deaths and serious injuries of youthful drivers. Interactive discussions, videos and role playing teach young adults about traffic safety topics relating to unanticipated events of driving, becoming more aware and responsible as drivers, and understanding the Collision Formula: recognize the hazard, understand the defense, and act correctly, in time.

AUTHORITY:

The authority for ITD to enter into this MOU include, but are not limited to the following: Idaho Code Section 67-2326 through 67-2333 and 67-2339, and any other provisions of state or federal law or regulation directly pertaining to this memorandum.

RESPONSIBILITIES AND PROCEDURES:

Meridian Police Department Shall:

1. Complete, sign, scan and submit the signed Agreement to ITD;
2. Maintain National Safety Council current instructor certification:
 - a. All instructors shall be certified by the National Safety Council;
 - b. All instructors shall present a minimum of 2 classes per year;
 - c. Complete Alive at 25 mandatory curriculum update training; and
 - d. Instructors shall maintain current employment with the Meridian Police Department, and be in good standing.
3. Submit reimbursement claims in WebCARS within one month of completion of the course.
4. Instructor shall be evaluated by the OHS Alive@25 coordinator one time every three years.
5. Promote the Alive at 25 Program to young adult drivers, their parents, prosecutors and judges, law enforcement colleagues, and within the local and surrounding communities.
6. Agency shall encourage instructor involvement with young adults in local community youth groups and area schools for events, conferences and activities. Such involvement shall focus on responsible traffic safety of drivers and passengers.

Class requirements are as follows:

1. The primary instructor shall be the responsible party for scheduling the class on the Alive at 25 website, printing the Certificates of Completion and closing a class.
2. Classes shall be held for 4.5 hours to provide adequate time for all required NSC and CSPFF approved curriculum.
3. Utilize the Alive at 25 website for setting up all classes, updating student enrollments, printing certificates of completion and closing the class.
4. All students shall use the <https://aliveat25.us> website to register for classes.
5. Classes shall not be set up for other instructors unless written permission has been provided by the Alive at 25 Program Coordinator.
6. Classes shall have no more than 30 students attending the class unless the Alive at 25 Program Coordinator provides prior written approval. The minimum number recommended for a class is 8 students with one instructor, 12 with two instructors; however if at least 5 students have registered, one instructor may seek Alive at 25 Program Coordinator written approval to offer the class.
7. Classes shall not be cancelled unless absolutely necessary. Every effort shall be made by the primary instructor to find a replacement instructor, if unable to attend a scheduled class.
8. Notify the Alive at 25 Program Coordinator if you are unable to find a replacement instructor, who will attempt to find a replacement instructor.
9. If a class is changed or cancelled, the primary instructor shall contact via email, text or telephone message, each registered student to ensure the student is notified of the cancellation and provided the opportunity to be placed in another class. Failure to comply may result in the termination of this Agreement.
10. Present a professional image and demeanor at all times. Instructors shall not engage in any activities that may offend or harass any student for any reason.
11. Police uniforms and or visible duty weapons are highly discouraged. It has been determined that police uniforms can create barriers to learning.
 - a. If a uniform is worn, the instructor shall have prior Agency approval.
 - b. Instructor dress shall be clean, neat and professional.
12. Request class location set up on the Alive at 25 website by emailing the Alive at 25 Program Coordinator. Include the location address, city, zip code, contact name, and telephone number responsible for the class, if different from the instructor.
13. Instructors are responsible for the care and maintenance of all equipment, course products and videos which have been funded by the OHS and issued by the CSPFF and NSC to the Agency:
 - a. For DVD replacement due to normal wear, the Agency shall notify the Alive at 25 Program Coordinator.
 - b. The Agency shall reimburse the CSPFF the current replacement cost for any materials lost, damaged (not including normal wear and use), or stolen due to negligence. Notify the Alive at 25 Program Coordinator of the loss or damage. For stolen property, the Agency shall complete a police report for the stolen property and submit a copy of the report to the Alive at 25 Program Coordinator.

ITD/OHS SHALL:

1. Reimburse Agency as follows:
 - Primary Instructors = a stipend of \$350 for 4.5 hours of instruction and all other administrative tasks involved in setting up a class, printing and providing certificates to students, and closing a class. Instructors shall participate throughout the 4.5 hours.
 - Secondary Instructors = a stipend of \$300 for 4.5 hours for class sizes of 12 to 30 students, and shall team instruct throughout the 4.5 hours.

2. All stipend compensation claims shall be certified as to:
 - a. Name(s) of instructor(s);
 - b. 4.5 hours for each class with hours over 4.5 documented as a total;
 - c. Number of students completing the class; and
 - d. Submitted via the electronic reimbursement system for Alive at 25 on WebCARS known as "e Alive at 25".
 - e. All stipend compensation claims, documentation and reports shall be submitted monthly. **Final stipend compensation claims** shall be submitted no later than **July 30** each state fiscal year, or claims may not be reimbursed.
 - f. OHS does not reimburse for vehicle mileage, equipment or supplies used in presenting the Alive at 25 classes, unless otherwise approved by the Alive at 25 Program Coordinator.
3. Provide statewide coordination of the Alive at 25 Program by the Alive at 25 Program Coordinator or designee.
3. Provide the Instructor with Alive at 25 Course Guides and Certificates of Completion.
4. Pay the National Safety Council annual dues for each certified instructor.

ASSURANCES, REQUIREMENTS, TERMS, CONDITIONS AND LIMITATIONS

1. Code of Conduct: No employee, officer, or agent of the Agency shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:
 - o The employee, officer or agent.
 - o Any member of his or her immediate family.
 - o His or her partner.
 - o An organization which employs, or is about to employ any of the above-listed.
 - a. Instructors shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - b. Agency guarantees there is no entry into any form of collusion with anyone or involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).
2. Conferences, Inspection of Work, Grant Monitoring: Conferences may be held at the request of either party to this Agreement. A representative of OHS and/or the Idaho Transportation Department can visit the site for the purpose of inspection and/or assessment of work being performed at any time.
3. Travel: Travel for approved training, the Highway Safety Summit or out-of-state travel shall conform to ITD policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees, and reimbursements shall be made to the Agency for grant project travel. ITD policy requires economical and practical modes of travel, lodging, as well as moderate dining, reimbursed at state approved rates.
4. Personally Identifiable Information (PII). Pursuant to this Agreement, the Agency may collect or the State may disclose to the Agency, Personally Identifiable Information (PII), which the State has in conformance with Title 49, Chapter 2 Idaho Code and the Federal Driver Privacy Protection Act, regards as confidential. PII is information that identifies an individual, including, but not limited to, an individual's photograph, social security number, driver identification number, name, address, telephone number, and any medical or disability information. PII shall belong solely to the State, and the Instructor shall use such information only in the performance of its services under this grant. The Instructor shall not disclose PII to any third party except with the State's prior written consent, or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon

timely notice to the State. The State may require the Instructor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. All PII shall be returned to the State within twenty (20) working days of termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this grant. The Instructor shall notify the State within 24 hours of any loss, theft or inadvertent disclosure of PII.

5. Agency Point of Contact: The person preparing and submitting reports and reimbursement claims is (NAME, TITLE, telephone, Fax, email, physical address and warrant mailing address)
6. Responsibility for Claims and Liability: Agency or Instructors shall be required to save and hold harmless OHS/ITD from all claims and/or liability due to the negligent acts of Instructor or Instructor's subcontractor(s), agents, or employee(s).
7. Future Funding: Failure to comply with any of the terms of this Agreement may jeopardize the agency in receiving future funding from OHS.
8. Indemnification: Agency or Instructor agrees to indemnify, defend and hold harmless ITD, its officers, agents, employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from or by the use of any grant including but not limited to the Alive at 25 grant.
9. Dispute Resolution: Any dispute, disagreement or question of fact concerning this Agreement shall be decided by the OHS Highway Safety Manager. The decision shall be in writing and shall be distributed to the parties concerned. If the Agency disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of the Idaho Transportation Department. The appeal must be made in writing within 30 days of the OHS decision, and served by certified mail.
10. Entire Agreement: This Agreement, including any attachments, constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations (oral or written), not specified herein regarding this Agreement. Any amendments to this Agreement shall be in writing.
11. Contract Term: shall be July 1, 2021 through June 30, 2024, three year agreement.
12. Future Appropriations: Nothing in the Agreement between ITD and Meridian Police Department shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved Instructor or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this Agreement is subject to the laws and regulations of the State of Idaho and of the United States.
13. Termination: Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

This agreement is in effect from date of signature until June 30, 2024.

Meridian Police Department

By Printed Name of Law Enforcement Agency

[Signature]

Director or delegate

Printed Law Enforcement Agency Representative

Effective Date

Agency Representative Signature