

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE MONDAY, MARCH 1ST, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: Major John Waldenville x-1010

REQUISITION NO.: N/A

REQUISITION SHEET ATTACHED: YES X N/A

NAME OF FUNDS: N/A

FUND NUMBERS: N/A

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: One.

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve a Memorandum of Understanding between the Sheriff's Office and the National Sheriff's Association for the implementation of an Older Adult Driver Safety Program.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: YES N/A

COUNTY CLERK: YES N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY: _____


CHAIRMAN



NATIONAL SHERIFFS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

between

NATIONAL SHERIFFS' ASSOCIATION

ALEXANDRIA, VA

and

OKLAHOMA COUNTY SHERIFF'S OFFICE

OKLAHOMA COUNTY, OK (USA)

GENERAL

Background

The number of older Americans (age 65+) is expected to grow from 35 million persons in 2000 to more than 85 million by 2050. Based on a 2004 U.S. Census projection, the number of seniors in the United States will increase by more than 200 percent in the next 40 years. This dramatic increase will begin in the year 2011, when the first of the Baby Boomers start turning 65. With increasing numbers of older Americans on the road, the need for law enforcement services related to traffic safety is anticipated to increase, and the need to better understand how to address the needs and concerns associated with older drivers has become evident to the National Highway Traffic Safety Administration (NHTSA) and the National Sheriffs' Association (NSA). Assisting older drivers, identifying potential issues and hazards associated with older drivers, and how to respond in an appropriate manner by law enforcement is indicated.

Project Agreements

The terms of cooperation for each specific activity implemented under this Memorandum of Understanding (MOU), including financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOU and shall be attached hereto in Appendix A.

In order to facilitate national exchange within the office of sheriff, to develop law enforcement and public relationships within the older adult driving community and its support system, and in support of collaborative activities Oklahoma County Sheriff's Office (OCSO) and the National Sheriffs' Association's Traffic Safety Department (NSA) agree to establish this Memorandum of Understanding (MOU) as a framework for a cooperative program dealing with the issue of older adult driver safety.

Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of the Older Adult Driver Safety Program. The Older Adult Driver Safety Program is intended to assist law enforcement agencies, specifically, the office of sheriff, emulate all aspects of the pilot program in other full service communities concerning Older

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Adult Driver Safety education; the use and application of National Highway Traffic Safety Administration (NHTSA) programs for older drivers (e.g. vehicle fitting, dealing with potentially unsafe older drivers); to develop an older driver safety program; implement appropriate training and countermeasure activity; develop a model policy for implementation; provide periodic reports to NHTSA through the NSA on their progress; and develop a written model for other agencies to use in implementing older driver safety programs. To support this goal, the OCSO and the NSA will conduct the individual tasks as as described in the MOU and Statement of Work.

Both the OCSO and the NSA should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations.

The DOT NHTSA is the funding source for the Older Driver Safety Program. The Older Driver Safety Program is not a match program in which every dollar of County agency funds is paired with a dollar of NHTSA funds to pay expenditures. It is a reimbursement program in which the NSA pays approved, reasonable and necessary, costs and is reimbursed for those expenditures by NHTSA. All costs for the implementation of this program must be documented and submitted, and receive NSA approval before expending grant funds.

In particular, this MOU is intended to address:

- The delivery of NHTSA older driver training programs to law enforcement and older adults
- The development and implementation of departmental policies and procedures for the delivery of service to older drivers
- The development of relationships with social service and other appropriate parties for the delivery of law enforcement services to older drivers
- Establishing cross jurisdictional guidelines to address the needs of older drivers, and protocols for the delivery of law enforcement services
- The implementation of an agency-wide program to address older driver safety
- The establishment of controls and measures of accountability to capture service delivery to older drivers

ARTICLE I Scope of Work

For a period hereinafter set forth in this MOU, OCSO and the NSA, shall furnish cooperatively the necessary personnel, equipment, and facilities, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of the specific tasks) as set forth below:

Specifically:

A. NSA will:

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1. Provide funding in an amount not to exceed \$15,000, of which \$5,000 can be administered as a mini-grant to OCSO, with the additional funding being support services and materials.
2. Provide a Project Order Manager (POM) to participate in the planning and management of this agreement and to coordinate the activities specified in this agreement
3. Provide the necessary technical support, personnel; equipment and facilities needed while performing work under this agreement
4. Provide oversight and support to the OCSO, and ensure the requirements as outlined in this agreement are met
5. Reserve the right to terminate this agreement at any time, prior to its conclusion, for any reason(s) that are in the best interest of either party
6. Maintain on-going contact with the OCSO regarding the progress of this agreement

B. The OCSO shall:

1. Designate a principal program manager for the purposes of coordinating work under this agreement and maintaining on-going contact with the NSA Project Order Manager (POM). The program manager should be familiar with highway safety programs, training programs, and have program management experience
2. Develop and implement departmental policies and procedures for the delivery of service to older drivers
3. Deliver a NHTSA approved older driver training program to be emulated by other law enforcement agencies, specifically, the office of sheriff, which will be implemented agency-wide
4. Develop relationships with social services and other appropriate parties for the delivery of law enforcement services to older drivers
5. Establish cross jurisdictional guidelines to address the needs of older drivers, and protocols for the delivery of law enforcement services
6. The program manager will work with outside sources as appropriate to fulfill the objectives of this agreement and will establish controls and measures of accountability to capture service delivery to older drivers

ARTICLE III

Areas of Law Enforcement Interest

Every effort will be made to encourage productive relationships and exchanges in law enforcement and social service related fields identified by this project and are interested in disseminating information, e.g. local Triad programs.

ARTICLE IV

Exchange of Educational Materials

Collaborating parties agree to exchange as widely as is practicable such items as articles for publication, website material, products developed by the program, training materials, policies and procedures, and reference materials.

ARTICLE V

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Duration of Memorandum of Understanding

The effective date of this MOU shall be FEBRUARY 15, 2010 The MOU shall extend for a period of one year. The MOU may be modified by mutual written agreement. The MOU may be terminated by either party with notification to the other party two months prior to the effective date of termination. IV. Representatives of the OCSO and the NSA will, on a quarterly basis, jointly evaluate their progress in implementing this MOU and develop new plans or goals as appropriate.

ARTICLE VI Intellectual Property

Each party to this MOU shall not own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOU. IP conceived or first reduced to practice jointly or otherwise by employees or agents of both parties shall be owned by NHTSA and may be distributed.

ARTICLE VII Indemnification

Each Party shall be responsible for its own acts of negligence. Under statutory and constitutional laws of the State of Oklahoma, political subdivisions cannot indemnify other organizations, persons or agencies. (See Title 51 O.S. § 151 et seq.)

ARTICLE VIII Use of Name

Any use of the name NHTSA or NSA, or NHTSA or NSA related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to the prior approval of NHTSA or NSA.

ARTICLE IX Liability Insurance

Each party shall maintain its own insurance or be self-insured in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that Oklahoma County, the County of Oklahoma County, the Board of County Commissioners of Oklahoma County and the Oklahoma County Sheriff's Department, as a sub-part of the political subdivision of which Oklahoma County is, is self-insured. Each party shall be solely responsible for its own actions and such insurance or self-insurance shall not extend to protect any other party.

ARTICLE X Non-Assignment

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Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party. This MOU does not create a partnership or a joint venture, and neither party has the authority to bind the other.

ARTICLE XI Procedures

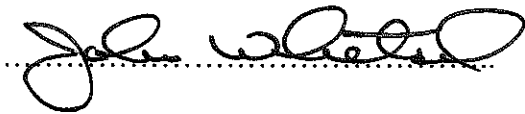
The administration of this MOU will be the responsibility of the NSA. Mr. Edward Hutchison, Project Director, will be the primary contact at the NSA. Mr. Hutchison will serve as the primary contact at (800) 424-7827 x326, or ehutchison@sheriffs.org.

In witness whereof the undersigned, representing their respective institutions, hereby sign and approve this Memorandum of Understanding in duplicate, one copy for every signing party.

SIGNED:

Oklahoma County Sheriff's Office

National Sheriffs' Association



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By: JOHN WHETSEL.....

Timothy Woods, J.D., M.A., LL.M.

Title: SHERIFF.....

Division Director, Research, Development
& Grants

Date FEB 2, 2010.....

Date

Chairman of the Board

Member

Member

Attested to by: _____
Carolynn Caudill, County Clerk or her deputy