

**Memorandum of Agreement**  
**Between**  
**The Ohio Department of Public Safety, Ohio Traffic Safety Office and**  
**Columbus Public Health**

This Memorandum of Agreement (hereinafter the “MOA” or the “Agreement”) is entered into by and between the Ohio Department of Public Safety, Ohio Traffic Safety Office (hereinafter “ODPS/OTSO”), 1970 West Broad Street, 5<sup>th</sup> Floor, Columbus, Ohio 43223 and Columbus Public Health (hereinafter the “Grantee”), 240 Parsons Avenue Columbus, Ohio 43215 (jointly, “the Parties”) based on the mutual promises herein.

**I. Background and Purpose**

One of ODPS/OTSO’s primary missions is to reduce traffic fatalities and injuries on Ohio’s roads through leadership; partnering with other individuals, organizations, and governmental entities that are also interested in traffic safety; and utilizing the most innovative and efficient methods to manage state and federal resources. Recent research data shows that there is a correlation between the completion of driver training by youth who obtain their driver’s licenses before the age of eighteen and a reduction in the number of traffic crashes during the first year of licensure. Clearly, driver training gives young drivers the knowledge and skills needed to safely operate motor vehicles, thereby reducing the number of youth traffic fatalities and injuries.

Unfortunately, many youth from low-income families do not have the financial means to obtain driver training. Teen driver training courses generally cost between \$300 to \$600, or even more. Given the tremendous benefits of driver training, ODPS/OTSO is committed to making driver training more accessible to young drivers regardless of their economic status. Accordingly, ODPS/OTSO established a competitive grant program to provide local jurisdictions (e.g., police departments, sheriff’s offices, health departments, etc.) with funding to establish teen driver training scholarship programs.

The Grantee was one of the local jurisdictions that met ODPS/OTSO’s eligibility requirements, submitted a grant proposal and application, and was awarded grant funding. Accordingly, the Parties hereby enter into this MOA to document their mutual understanding of their respective duties and obligations.

**II. ODPS/OTSO’s Duties and Responsibilities**

ODPS/OTSO agrees to:

- A. Pay the Grantee a lump sum of \$60,000 to award driver training scholarships to eligible, low- income youth in accordance with the Grant Proposal Overview and Guidelines (attached hereto as Exhibit A) and the Grantee’s application and grant proposal (jointly attached hereto as Exhibit B). ODPS/OTSO shall pay the aforementioned lump sum to the Grantee upon execution of this MOA by both Parties and prior to June 30, 2023;
- B. Distribute one or two brief surveys to all scholarship recipients upon the completion of their driver training. Such surveys will explore a variety of issues, including but not limited to, the extent to which: 1) the scholarship enabled the recipient to attend driver training and obtain licensure; and 2) a driver’s license helped the recipient with school and job commitments, family responsibilities, charitable activities, etc.; and

- C. Use any data and information provided by the Grantee and driver training scholarship recipients to gauge the effectiveness of the grant program (e.g., monitor the driving records of scholarship recipients and compare their safety performance with that of youthful drivers who did not complete driver training).

### **III. Grantee's Duties and Responsibilities**

Grantee agrees to:

- A. Award driver training scholarships to eligible, low-income youth in accordance with the Grant Proposal Overview and Guidelines (attached hereto as Exhibit A) and the Grantee's application and grant proposal (jointly attached hereto as Exhibit B) by remitting payment directly to licensed driver training schools;
- B. Assure through appropriate monitoring controls that grant funds are properly expended and documented in accordance with this MOA and Ohio law. Grantee further agrees that, if ODPS/OTSO determines that any grant funds were improperly expended or documented, it will refund an amount equal to the total amount of improperly expended or documented funds to ODPS/OTSO within thirty (30) days of ODPS/OTSO's request. Finally, Grantee agrees to return any unspent grant funds to ODPS/OTSO upon the expiration or termination of this MOA unless otherwise agreed upon by both Parties in writing;
- C. Prepare any required reports or information in a format prescribed by ODPS/OTSO and submit such reports or information to the Director, Ohio Department of Public Safety, Attention: Ohio Traffic Safety Office, 1970 West Broad Street, 5<sup>th</sup> Floor, Columbus, Ohio 43223. Required reports and information may include:
  - 1. Weekly submission of names, email addresses, and demographic information on students selected to receive scholarships;
  - 2. A semi-annual report containing updated information about each and every driver training scholarship recipient, including: a) full legal name as it appears on a driver's license; b) date of birth; c) full legal address; d) driver's license/permit number; and e) dates that the scholarship recipient began and completed driver training; and
  - 3. A final report documenting all grant project expenses;
- D. Assist ODPS/OTSO in the administration of the surveys referenced in Section II.B of this MOA; and
- E. Maintain complete records of all charges and expenses pertaining to the grant project and this MOA during the term of the MOA and for a period of five (5) years after its expiration or termination. The Grantee further agrees to make such records available to ODPS/OTSO upon request and at reasonable times.

### **IV. Term of Memorandum of Agreement**

This MOA will become effective upon the date of last signature by the authorized representatives of the Parties (hereinafter the "Effective Date"). The MOA will remain in effect up to and including June 30, 2025, until Grantee expends all of the grant funds, or until terminated by one of the Parties, whichever date is sooner. This MOA may be renewed upon mutual agreement of the Parties.

**V. Termination of Memorandum of Agreement**

This MOA may be terminated by either Party by providing thirty (30) days written notice to the other Party. In the event of termination, the Grantee shall return all unused grant funds to ODPS/OTSO within thirty days of the Grantee's written notice of termination or receipt of ODPS/OTSO's written notice of termination.

**VI. Relationship of the Parties**

It is fully understood and agreed that each Party's personnel shall not, at any time, and for any purpose under this MOA, be considered as agents, servants, or employees of the other Party. Nothing contained in this MOA should be construed as placing the Parties in a partnership, joint venture, principal-agent, or employer – employee relationship. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without that Party's prior written consent.

**VII. Amendments to Memorandum of Agreement**

This MOA may be amended by the Parties upon execution of a written Addendum approved by both Parties; such Addendum shall be attached hereto and incorporated as if fully written herein. The Addendum shall be effective upon the execution of the same by authorized representatives of both Parties.

**VIII. Liability and Indemnification**

The Parties to this MOA agree to neither indemnify nor hold harmless the other Party or any other person or entity with respect to any damages awarded in any action arising from any act or omission of their respective personnel.

**IX. Severability**

If any provision of this MOA is found illegal, invalid, unenforceable, or otherwise void, it shall be deemed severable. The remaining provisions shall not be impaired, and the MOA shall be interpreted, to the extent possible, to give effect to the Parties' intent.

**X. Notices**

Notices (including, but not limited to, notices of termination under Section V of this MOA) shall be mailed to the following individuals:

**Ohio Department of Public Safety, Ohio Traffic Safety Office**

Director, Ohio Department of Public Safety  
Attention: Ohio Traffic Safety Office (OTSO)  
1970 West Broad Street, 5<sup>th</sup> Floor  
Columbus, Ohio 43223

**Grantee**

Columbus Public Health  
240 Parsons Avenue, Suite 219  
Columbus, Ohio 43215

**XI. Assignment**

Neither Party may assign or transfer any rights or obligations under this MOA without the express, written authorization of the other Party.

**XII. Governing Law**

This MOA and any claims arising out of this MOA shall be governed by the laws of the State of Ohio. Nothing in this MOA shall require the Parties to litigate matters pertaining to or arising out of the MOA in any forum other than a court of proper jurisdiction in Franklin County, Ohio.

**XIII. Enforcement of Rights**

The failure of a Party to act with respect to a breach of this MOA by the other Party does not constitute a waiver and shall not limit the non-breaching Party's rights with respect to such breach or any subsequent breaches.

**XIV. Responsibility for Claims**

Each Party to this MOA shall be responsible for its own acts and omissions and those of its officers, employees, and agents. In no event shall a Party be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

**XV. Availability of Funds**

The obligations of ODPS/OTSO under this MOA are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to ODPS/OTSO for the purposes of this MOA and to the certification of the availability of such funds by the Director as required by O.R.C. Section 126.07. ODPS/OTSO may immediately suspend or terminate this MOA if the General Assembly fails to appropriate funds for the purposes of this MOA.

**XVI. Equal Employment and Anti-Discrimination Requirements**

The Grantee shall comply with the requirements under R.C. section 125.111. Furthermore, the Grantee shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status. The Grantee certifies that it is in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.

**XVII. Force Majeure**

If a Party is unable to perform any part of its obligations under this MOA by reason of force majeure, such Party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The Party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this MOA. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or any other severe weather; explosions; restraint of government and people; war; strikes; and other like events or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the Party.

**XVIII. Entirety of Agreement**

This MOA constitutes the entire agreement between the Parties on the subject matter of the MOA. This MOA supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of the MOA. Any changes or modifications of this MOA shall be made and agreed to in writing and signed by authorized representatives of both Parties.

**XIX. Signatures**

The Party representatives signing this MOA represent that they are duly authorized to execute the Agreement on behalf of the relevant Party.

**IN WITNESS WHEREOF**, the Parties hereby agree to the terms and conditions set forth within this Agreement.

OHIO DEPARTMENT OF PUBLIC SAFETY

GRANTEE

By: D. Andrew Wilson /kw

By: MWR by Anita Clark  
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Printed: D. Andrew Wilson

Printed Name: Mysheika W. Roberts, MD, MPH

Title: Director

Title: Health Commissioner

Date: 4-6-23

Date: 3/30/23

