

MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
THE IDAHO STATE POLICE

PURPOSE:

As part of its mission, the Idaho Transportation Department (hereinafter referred to as "ITD") provides Idaho State Police (hereinafter referred to as "ISP") with access to Idaho driver and vehicle data necessary for law enforcement activities. With the deployment of the ITD Digital Drivers License systems, digital information is now available. ISP has identified various law enforcement systems that can utilize this information and wishes to implement a "Spawning System" to extract ITD's driver images and demographics data and route to ISP using existing network infrastructure between ITD and ISP. To facilitate that end, ISP has secured funds to develop the application to be used for the data extraction process and has entered into a purchase order agreement with Digimarc ID Systems.

In support of ISP's request, ITD has authorized permission the installation the ISP Spawning System software on the ITD's Digital Drivers License Central Image Server.

RESPONSIBILITIES AND PROCEDURES:

ITD shall:

- Host the ISP Spawning System. The server shall reside at ITD on the ITD Central Image Server, so long as ISP and ITD are a party to this Memorandum of Understanding.
- Provide Central Image Server Support, monitor operational logs to ensure the Spawning System is functioning properly, and report issues to ISP.
- Coordinate all system changes for the Spawning System housed on ITD's Central Image Server.
- Provide no performance guarantees or redundancy relating to the ISP Spawning System. It is the responsibility of ISP to seek such assurances in the context of their vendor purchase order agreement.

ISP shall:

- Assume responsibility for technical support relating to the overall implementation, ongoing functionality, and repair of the Spawning System
- Coordinate through ITD any needed changes to the system.

Notices and ITD Contacts.

Title:	Name:	Phone Number:	E-Mail Address
ITD Technical Support	David Fulton	208-334-8257	dfulton@itd.state.id.us
ISP Technical Support	Ben Clements	208- 884-7164	ben.clements@isp.state.id.us

LIMITATIONS:

This agreement constitutes the entire agreement between ISP and ITD with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this agreement.

INDEMNITY:

The State Police agrees to release, indemnify, defend and hold harmless ITD from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of this contract. Specifically, ISP agrees to comply with Idaho Code 49-203 regarding the re-dissemination of any information gained from the ITD system as a result of this contract.

EFFECTIVE DATE:

This Memorandum of Understanding shall become effective upon completion of the signature process of this document by ITD representatives and ISP.

METHOD OF TERMINATION:

Termination without Cause Either party may terminate this agreement without cause upon thirty (30) days written notice to the other.

AMENDMENTS:

Amendments to this memorandum shall become effective upon mutual agreement and written approval by the Director of ITD and the signing authority of the Idaho State Police.

SIGNATURES:

THESE PROVISIONS ARE HEREBY INDIVIDUALLY AND MUTUALLY ACCEPTABLE TO THE IDAHO TRANSPORTATION DEPARTMENT AND THE IDAHO STATE POLICE

Idaho Transportation Department:
ITD Division Administrator:

By: Morris W. Detmar Date: 5/24/04
Morris W. Detmar, Motor Vehicles Administrator

ITD Legal – Approved as to Form

By: Patrick W. Fanning Date: 5/25/04
ITD Legal Counsel

Idaho State Police:
ISP Spawning System Owner:

By: Dawn A Peck Date: 5/30/04
Dawn Peck, (Administrator)