

**LAW ENFORCEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE ROAD AND TOLLWAY AUTHORITY
AND
City of Powder Springs**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of 12/01/2022 ("Effective Date"), is made by and between the State Road and Tollway Authority, a body corporate and politic and instrumentality of the State of Georgia, whose address is 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303 ("SRTA") and Powder Springs Police a law enforcement agency whose address is 1114 Richard D. Sellers Pky (the "Agency"). SRTA and the Agency may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, pursuant to O.C.G.A. § 32-10-60 et. seq., SRTA is the transportation infrastructure financing arm of the state of Georgia and is authorized to operate toll facilities in Georgia; and

WHEREAS, the Agency provides law enforcement services to its community; and

WHEREAS, in performing its law enforcement services, the Agency may have a need to utilize one or more toll facilities operated by SRTA (each such toll road may be referred to individually, as "Toll Facility" and collectively, as "Toll Facilities"); and

WHEREAS, pursuant to this MOU, SRTA agrees to allow an Agency employee operating an official, registered Agency vehicle, when on official law enforcement business, to be exempt from toll payment on a Toll Facilities;

WHEREAS, SRTA agrees to allow an Agency employee operating an official Agency vehicle when off duty to be exempt from toll payment on a Toll Facility with occupancy requirements ("HOV Requirements") only if the number of occupants in the Agency vehicle meets the HOV Requirements of that Toll Facility; and

WHEREAS, SRTA and the Agency wish to set forth the details of the Agency's toll-exempt use of the Toll Facilities.

NOW THEREFORE, SRTA and the Agency agree that when not paying a toll, the terms and conditions below govern the Agency's use of the Toll Facilities.

I. Emergency Non-Revenue Account.

- A. The Agency shall open an Emergency Non-Revenue Account with SRTA (the "Account"). The Agency shall complete the Peach Pass application and vehicle information and furnish to SRTA information required by SRTA in order to establish the Account. The Agency shall furnish this information electronically in Microsoft Excel format using the form attached hereto and incorporated herein as **Exhibit A** or another format as reasonably requested by SRTA. SRTA shall issue Agency a Peach Pass transponder ("Peach Pass") for each vehicle registered under the Account.

application approved by SRTA on or after January 1, 2018, such recertification shall not be due until June 30th of each subsequent year.

- II. **Maintenance of the Information on the Account.** Before a vehicle associated with the Agency's Account uses any Toll Facility, the Agency must notify SRTA within thirty (30) days of any changes to the information previously provided for vehicles associated with this Account, including vehicular information changes (make/model, license plate information). Failure to update this information may result in a Toll Violation.
- III. **Term/Termination.** The initial term of this MOU shall be from the Effective Date until June 30, 2023 ("Initial Term"). This MOU shall automatically renew upon SRTA's receipt of the Certification for the previous term and Agency's compliance with the terms of this MOU (each such renewal period may be referred to as "Renewal Term"). The Agency may cancel this MOU at any time upon thirty (30) days written notice. SRTA may cancel this MOU, upon thirty (30) days written notice, if Agency fails to comply with the terms and conditions of this MOU. SRTA may terminate this Agreement, in whole or in part, immediately, without prior notice, if SRTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect SRTA's personnel, facilities or services, or Agency fails or refuses to comply with the written policies or reasonable directive of SRTA or breaches any material provisions of this MOU.
- IV. **Payment of Transponders.** During the Initial Term, SRTA shall furnish the Peach Passes at no charge to Agency.
- V. **Confidentiality.** The Parties will comply with SRTA's Privacy and Security Statement, as the same may be amended by SRTA from time to time. A copy of SRTA's most recent Privacy and Security Statement may be found at www.peachpass.com.
- VI. **Notices/Communication**
 - A. Each Party shall specify a single point of contact ("POC") set forth in this subsection with whom the other Party shall communicate concerning all matters arising under this MOU, excepting those matters that may arise under Section V (Confidentiality) above. Either Party may change the POC upon written notification to the other Party. All notices, approvals, acceptances, requests, permission, waivers or other communications hereunder shall be in writing and transmitted via hand delivery, overnight courier, or mail to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received. Notices may also be sent by email provided that the recipient acknowledges receipt of the notice. Notwithstanding the above, notices sent by email after 5:00 p.m. (local Atlanta time) and all other notices received after 5:00 p.m. (local Atlanta time) shall be deemed received on the first Business Day following delivery.

strictly against any Party because it drafted a particular provision, or the provision was for a Party's benefit, or the Party enjoyed a superior bargaining position.

- H. Assignment. This MOU shall not be assigned by any Party to another person or entity whatsoever unless agreed to by the Parties.
- I. Governing Law. This MOU is made and entered into in Fulton County, Georgia and shall be governed by the laws of the state of Georgia.
- J. Entire Contract; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

The Parties agree to the terms and conditions set forth in this MOU as of the Effective Date.

State Road and Tollway Authority

Agency: City of Powder Springs
Police Dept.

Heather Aquino
Executive Director

Albert Thurman
Name: Albert Thurman
Title: Mayor

(OFFICE USE ONLY: Number of Cards Issued _____

Account Number Assigned _____ Clerk ID _____ Date: _____

ANNUAL CERTIFICATION

The Undersigned, being the Chief of the Powder Springs Police Dept.
(TITLE) (AGENCY NAME)

hereby make this certification pursuant to the Memorandum of Understanding between the Agency and SRTA, dated ("MOU"). Any capitalized terms not specifically defined in this Certification will have the same meanings assigned in the MOU to that term. The Undersigned hereby certifies under oath the following:

1. that the list of vehicles on **Attachment 1** attached to this Certification and incorporated herein are the only Agency Vehicles associated with the Account that utilized the Toll Facilities without paying a toll, and
2. that each time each Agency Vehicle listed on **Attachment 1** utilized a Toll Facility without paying a toll, such vehicle was driven by a law enforcement officer while on a Toll Facility with HOV Requirements only when the number of occupants in the vehicle met the HOV Requirements of that Toll Facility.

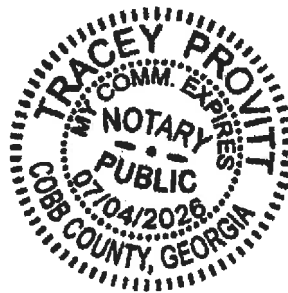
IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of December, 2022

Agency Name: Powder Springs Police Dept.

By: [Signature]
Name: Lane Cadwell
Title: Chief of Police

Witness:

By: [Signature]
Name: Tracey Provitt
Title: Executive Assistant



Attachment 1