

**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. Sailer 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.

- B. The Agency understands that each Peach Pass issued is assigned to a specific vehicle (each an "Agency Vehicle"); therefore, the Agency shall ensure that each Peach Pass provided pursuant to this MOU is properly affixed to the Agency Vehicle to which SRTA assigned such Peach Pass.
- C. The Agency, and the Agency's employees using Agency Vehicles, shall comply with the terms and conditions of this MOU and those set forth on **Exhibit B**, attached hereto and incorporated herein. The Agency's failure to comply may result in the Agency being responsible for the unpaid toll and an administrative fee, as that amount is set forth in O.C.G.A. §32-10-64(c)(1), for each unpaid toll (each such instance may be referred to as a "Toll Violation").
- D. The Agency shall only allow employees certified in law enforcement, and not civilians, to utilize Agency Vehicles associated with an Account.
- E. The Agency agrees that only the following uses of an Agency Vehicle will be exempt from toll payment under this MOU:
- a law enforcement officers operating an official Agency vehicle when on official law enforcement business, or
 - b off duty law enforcement officers operating an official Agency Vehicle on a Toll Facility with HOV Requirements only if the number of occupants in the vehicle meets the HOV Requirements of that Toll Facility. The exemption in this subsection ii. is inapplicable to a Toll Facility with no HOV Requirements.
- F. The Agency shall advise its employees that they may only utilize Toll Facilities toll free while on official business on behalf of the Agency or if HOV Requirements are applicable a Toll Facility. If these requirements are met, then an off duty law enforcement officer may utilize the Toll Facility toll free only if the number of occupants in the Agency Vehicle meets the HOV Requirements of that Toll Facility.
- G. Certification & Recertification. Annually, and no later than June 30 of each year, the Agency shall furnish to SRTA a certification properly executed by the head of the Agency and on the same form attached hereto and incorporated herein as **Exhibit C** (each a "Certification"), certifying compliance with Section E above.
- a Notwithstanding changes made pursuant to Section II (Maintenance of the Information on the Account), for any applications approved prior to January 1, 2018, recertification of this Agreement shall be due no later than June 30, 2018 and thereafter, on or before June 30th of each subsequent year.
 - b Notwithstanding changes made pursuant to Section II (Maintenance of the Information on the Account), where the Agency has had an

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.

POC for SRTA:

POC for the Agency:

State Road and Tollway Authority
Fleet Manager
245 Peachtree Center Avenue, Suite 2200
Atlanta, Georgia 30303
Phone: [REDACTED]
Email: [REDACTED]

CAPT. JASON HOLCOMBE
(770) 943 - 1616
Email: jholcombe@cityofpowdersprings.org

B. Any matters concerning Section V (Confidentiality) shall be referred to:

For SRTA:

For the Agency:

Attn: General Counsel
245 Peachtree Center Avenue, Suite 2200

Atlanta, Georgia 30303

Phone: [REDACTED]

Email: [REDACTED]

VII. Authority/Signature. The individual signing this MOU on behalf of the Agency represents and warrants that (s)he has the actual authority to sign this MOU on behalf of the Agency, and to bind the Agency to the terms and conditions of this MOU and all Exhibits and attachments hereto.

VIII. Miscellaneous.

- A. Recitals. The recitals set forth in the beginning of this MOU are true and correct and are hereby incorporated into this MOU.
- B. Counterparts. This MOU may be executed in counterparts.
- C. Amendments. The Parties may only amend this MOU in a writing signed by all Parties.
- D. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this MOU.
- E. Severability. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- F. Risk. Each Party shall conduct its own functions under this MOU in accordance with state law at its sole cost, risk and responsibility.
- G. Interpretation. The Parties stipulate that each has negotiated and thoroughly reviewed this MOU.

Should any provision of this MOU require judicial interpretation, it is agreed that a Court of competent jurisdiction interpreting or construing it shall not construe the MOU more

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: _____

Heather Aquino
Executive Director

Name: _____
Title: _____

EXHIBIT A

PEACH PASS APPLICATION FOR THE ACCOUNT



<p>Emergency Non-Revenue</p> <p>APPLICATION FOR PEACH PASS</p> <p>State Road and Tollway Authority</p> <p>State of Georgia</p> <p>P.O. BOX 2105, ATLANTA, GA 30301- 2105 Phone: [REDACTED]</p> <p>Fax: [REDACTED]</p>
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(PLEASE USE BLUE OR BLACK INK)

DATE: 12/1/2022

AGENCY NAME: Powder Springs Police Department

ADDRESS: 1114 Richard D. Sailors PKY
Powder Springs GA 30127

COUNTY: Cobb

COUNTY TAX ID#: _____

EMAIL: leadwell@cityofpowdersprings.org

PHONE: 770-943-1616

***** ALL INFORMATION MUST BE COMPLETED TO OPEN A PEACH PASS ACCOUNT *****

Vehicle Information should be submitted on the spread sheet provided.

Signature: _____ Date: _____/_____/_____

(OFFICE USE ONLY: Number of Cards Issued _____

Account Number Assigned _____ Clerk ID _____ Date: _____