

Memorandum of Understanding (MOU)
GACP & Baldwin County Sheriff's Office

Crash Data Reporting System

Project ID: GA-2021-F.A.S.T. 405c M3DA-077 (Grant #)
\$25,000 Grant

Recipient Department: Baldwin County Sheriff's Office

Date: May 26, 2021

Purpose: To facilitate the electronic reporting of crash data by municipal, county and university law enforcement agencies to the Georgia Department of Transportation (GDOT) through LexisNexis, Inc.

Terms:

1. Recipient department does not have mobile data units, or the mobile units are over three (3) years old in their patrol vehicles for recording and reporting crash data electronically.
2. Recipient department must obtain and maintain Internet service and a valid email address for 36 months from the date of receipt. Any cost associated with this service is the responsibility of the recipient department. In addition, recipient department is required to notify the Georgia Association of Chiefs of Police (GACP) of receipt of Internet service and provide the email address by sending an email to operations@gachiefs.com. Should changes occur in the department's Internet service or with the department's email address, the recipient department shall notify GACP within 7 days.
3. Recipient department is responsible for the cost of air cards when and if needed.
4. Recipient department is responsible for the cost of access to the GCIC network (LIMS), when needed.
5. Recipient department agrees to submit crash data electronically to GDOT (via Georgia Electronic Accident Reporting System - GEARS) through LexisNexis, Inc. in a timely manner and to inform parties involved in a crash of the ability to purchase crash reports online at www.buycrash.com
6. Recipient department agrees to sign the contract that LexisNexis, Inc. will provide through the GACP related to GEARS. This contract will be sent to your agency as soon as it is available. Contact and support information will also be provided at that time.

NOTE: If your agency allows for the distribution of free accident reports, those reports may still be provided free as per your policy; however, out-of-county or out of state individuals usually are not able to acquire copies of accident reports expeditiously, since the accident reports typically must be reviewed and approved by a supervisor. This agreement will allow individuals and insurance companies to obtain copies of accident reports electronically by contacting the Georgia Department of Transportation's selected vendor, LexisNexis. When LexisNexis sells electronic copies of accident reports via their website (www.buycrash.com) the agency that originally submitted the accident report will be reimbursed up to the state allotted amount of \$5.00 per report. Consequently, this agreement will enable your administrative staff to focus on other duties without any loss of revenue.

7. Equipment provided is to be used solely for law enforcement purposes. Equipment cannot be transferred or otherwise re-assigned for non-law enforcement use. Equipment provided is the property of the Baldwin County Sheriff's Office and not the property of the Sheriff/designee. The equipment is to be installed in marked law enforcement vehicle(s) that are used for routine traffic enforcement and/or patrol.

8. Recipient department is responsible for maintaining equipment in good working order and shall not make any modification, alteration, or other changes to the equipment that would or could potentially void the warranty from the vendor for the equipment. (NOTE: Appropriate software packages are provided free for the purposes of this grant.) Recipient department agrees to provide the GACP with a spreadsheet showing the purchase of each individual item that will cost \$1,000.00 or more per item. Recipient department also agrees to immediately notify the GACP of any computer that stops working and must be surplus or replaced.

9. Recipient departments agree to participate in programs and activities of their designated GOHS Traffic Enforcement Network, report enforcement data in a timely manner, provide updates and allow for equipment inspections as determined by the GACP and/or GOHS, by them or designated agents.

10. Equipment purchased by the recipient department must be of ruggedized construction and meet or exceed the following specifications:

O/S Requirements:

- Windows 7 or above
- Memory Requirements:
- 256 MB RAM minimum, 512 RAM recommended.
- Storage Requirements:
- 600 – 2 GB Storage, depending on above components selected.

Neither the GACP nor the GOHS are responsible for the repair or replacement of issued equipment: instead, the county, municipal or college police department (recipient department) is responsible for all repairs or replacement.

11. Consult a vendor regarding the equipment as specified in Section 8 of the MOU. The grant recipient department can choose any vendor to make their purchases and installations of equipment through. Should you have any questions regarding items eligible for reimbursement, please contact me. **The maximum reimbursement amount for the mobile data units, including all peripheral equipment, will be stated in your agencies MOU. Please note that you may not purchase any single item with a cost of \$5,000.00 or more for that one item. This is to be in compliance with Federal Grant guidelines. You must also provide individual information, in the provided spreadsheet, in reference to the purchase of any item that will cost \$1,000.00 or more per individual item.**

12. The terms of this agreement are valid for thirty-six (36) months from the date received.

13. Should the Baldwin County Sheriff's Office wish to cancel this agreement prior to the end of the thirty-six (36) months, the agency will refund GACP the entire grant award of \$25,000.00.

14. Recipient department's CEO, or designee, is responsible for providing GACP, via fax or email, with confirmation that the equipment has been delivered and installed within the timeframe specified. Any violation of these terms, or if it is determined that the equipment is not being used for the purposes intended, will result in the department forfeiting the equipment and being held responsible for any damages.

By signing below, you acknowledge that you are the recipient department's CEO and have read, understood, and agree to abide by the terms of this agreement.

Signature: Wm Massee Jr Date: 6/2/21

Printed Name/Title: Wm MASSEE JR Sheriff, Baldwin County Sheriff's Office