

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COLUMBUS CONSOLIDATED GOVERNMENT AND
MUSCOGEE COUNTY SCHOOL DISTRICT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Columbus Consolidated Government (the “City”) and the Muscogee County School District (“MCSD”).

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which a school zone automated speed enforcement (“ASE”) program will function.

3. **Term.** This MOU shall be effective upon the date when last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for five years or for the contract term as specified in the contractual agreement between the City and RedSpeed.

4. **Conditions.**

Responsibilities of the City:

- a. Implement the ASE program through a contract with a third party service provider for ASE services;
- b. Be responsible for approval and issuance of all speeding citations regarding the ASE program;
- c. Be responsible for adjudication of all speeding citations through the municipal court system;
- d. Take part in a press conference designed to notify the public of the ASE program; and
- e. Work with MCSD on Public Information & Education efforts (“PI&E”).

Responsibilities of MCSD:

- a. Complete and sign in a timely manner all required documents to obtain DOT permits for ASE in the school zone(s);
- b. Conduct a press conference to notify the public of the upcoming ASE program to include safety information, program duration, etc.;
- c. Work with the City to distribute pamphlets, & brochures to parents regarding the program; and
- d. Issue ongoing press releases throughout the duration of the program related to its effectiveness.

5. **Responsibilities of ASE Service Provider]**

The City has contracted with RedSpeed for ASE services. The City shall ensure that Red Speed shall:

- a. Assist in obtaining DOT permit(s)
- b. Be responsible for all equipment installation/deployment, maintenance and repair
- c. Supply brochures, and pamphlets containing safety and program information;
- d. Assist in PI&E efforts throughout the program; and
- e. Provide all services as outlined in contract between RedSpeed and the City

6. Revenue Share

MCSD shall receive five percent (5%) of the revenue received by the City from the ASE program. Such payment to MCSD shall be paid by the City by the 15th of the month for the previous month's receivables.

All funds received by the City and MCSD shall be used for law enforcement and public safety initiatives as defined under O.C.G.A. § 40-14-18(m).

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Muscogee County, Georgia.

D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

COLUMBUS CONSOLIDATED GOVERNMENT

By: _____

Name: Isaiah Hugley _____

Title: City Manager _____

Date: _____

MUSCOGEE COUNTY SCHOOL DISTRICT

By: _____

Name: David Lewis _____

Title: Superintendent _____

Date: _____