

SECAP PROGRAM PARTICIPATION AGREEMENT

This State Employee Commuter Assistance Program (“SECAP”) Agreement (“the Agreement”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by the State Road and Tollway Authority (“SRTA”) and _____ (“Client”). Client and SRTA may be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, SRTA, through its SECAP program, provides transit products, including monthly transit passes, tickets and the Breeze Card to employees; and

WHEREAS, the Client desires to participate in the SECAP program to purchase transit passes from SRTA.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) Ordering Fare Products: Client must abide by and place orders for all transit passes and other fare media products with the State Road and Tollway Authority in accordance with the Partnership User Manual (“Manual”), found at <http://www.srta.ga.gov/programs-projects/state-employee-commuter-assist/>, as may be updated from time to time and effective upon such posting. Transit passes and other fare media products must be ordered by no later than the 10th of the month preceding the month in which the transit passes and other fare products are expected to be active for use. Orders may not be modified or cancelled after the order is placed.
- 2) Delivery of Fare Products: SRTA shall deliver, as applicable, MARTA Breeze inventory cards to Clients on or around the 25th day of the month in which the order was placed.
- 3) Unsold/Unused Fare Products: Transit passes and fare media products are non-refundable once Client places the order.
- 4) Payment: Client shall pay all invoices within thirty (30) days of receipt. SRTA shall send all invoices to:

Attn: _____

Email: _____

- 5) Late Payment: If Client has any amounts outstanding, future orders under the SECAP program will not be processed until all amounts past due are paid in full. If payment problems persist, SRTA reserves the right to cancel all activity with Client. The person executing this Agreement of behalf of Client certifies that they have the authority to guarantee payment from Client. SRTA’s remedies set forth herein are in addition to the remedies set forth in law or in equity.

- 6) Assignment: Client shall not assign, delegate, sublet or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of SRТА, which may be withheld for any reason.
- 7) Term and Termination: This Agreement shall begin on the Effective Date and shall continue for one year thereafter (the “Initial Term”). SRТА and Client may elect to renew this Agreement on the same terms and conditions for up to four (4) renewal periods with a term of up to one (1) year each (each a “Renewal Term”). Any extension of the Term of the Agreement must be in writing and signed by the Parties to the Agreement. SRТА or Client may terminate this agreement at any time by providing thirty days’ written notice to the other Party.
- 8) Governing Law and Venue: This Agreement is a Georgia agreement made under the laws of the State. It will be enforced according to Georgia law without regard to its conflict of laws of rules or any other rules directing referral to foreign law or forums. Any action related to this Agreement in any way shall be brought exclusively in the Superior Court of Fulton County, Georgia, and each Party hereby consents to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objections that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. Each Part hereby agrees to execute an acknowledgment of service of process at the request of the other Party in any litigation related to this agreement. In the event that a Party does not provide an acknowledgment of service as agreed, each Party consents to service of process at that Party’s address as set forth in Section 9 (Notices).
- 9) Notices: All notices, notifications, approvals, acceptances, requests, permission or other communications (excluding invoices that will be handled as set forth in Section 4 (Payment)) shall be in writing via hand delivery, overnight courier, or certified mails to the Parties at the respective addresses set forth below. Invoices may also be sent by U.S. mail, postage prepaid. Notice may also be given by email, provided that a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

For SRТА:

Interoperability Services
 245 Peachtree Center Avenue, NE, Suite 2200
 Atlanta, GA 30303
 Phone: 404-893-6196
 Email: pass_sales@srta.ga.gov
 Cc: Merryll Mandus, General Counsel

For Client:

 Phone: _____
 Email: _____

- 10) Entire Agreement. 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.

[Signatures to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

State Road & Tollway Authority

Name: _____

Heather Aquino

Title: _____

Executive Director

EXHIBIT A
SECAP Partnership User Manual

EXHIBIT B
Client Information

Primary Contact (Required)

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Alternate Contact No. 1

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Alternate Contact No. 2

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____