
MEMO

APPROVED
5/28/2024



DATE: May 22, 2024

FROM: Lisa L. Moore
Assistant Procurement Director

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

TO: Board of County Commissioners

SUBJECT: Agreement – Oklahoma Turnpike Authority (OTA)

Submitted for your approval and execution is the attached application between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Administrative Services Department and the Oklahoma Turnpike Authority for access to Pikepass, an electronic toll payment system, to pay tolls and other authorized services as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The May 28, 2024 BOCC meeting agenda.

CME# 20240891

PIKEPASS APPLICATION

3500 Martin Luther King Ave, Oklahoma City, OK 73111-4221
1.800.745.3727 (1.800.PIKEPASS) Scan To: edocs@pikepass.com
www.pikepass.com

Please print using black or blue ink (incomplete applications cannot be processed)

For Office Use Only

Account #

Rep _____ Date _____ # PIKEPASSes _____

SECTION 1 - READ AND SIGN

I acknowledge the contents of the current License and Use Agreement and agree to comply with its terms and conditions. A current License and Use Agreement is available Online or at all PIKEPASS Stores / Agents. **PIKEPASS is a mark owned by the OTA and is not affiliated with Fine Airport Parking.**

Tulsa County
Responsible Party (Print)


Signature

Chairman, Board of County Commissioners
Title (Commercial Accounts Only)

5/24/2024

Date Signed

SECTION 2 - TYPE OF ACCOUNT Personal / Commuter Commercial Government

PIKEPASSes REQUESTED:

SECTION 3 - RESPONSIBLE PARTY INFORMATION (Please Print)

Company Name (if Commercial Account) _____ FEIN # _____

First Name _____ Last Name _____ MI _____ Driver's License # _____ State _____

Mailing Address _____ City _____ State _____ Zip _____

E-mail _____ Day Ph _____ Alt Ph _____

You **MUST** provide a 4 Digit # _____ (This will be your Account Access Code) (Include Area Code) (Include Area Code)

SECTION 4 - ITEMIZED STATEMENT OF TOLL USAGE

GO GREEN! Choose EMAIL to receive Statements and Notices electronically.

DELIVERY METHOD (CHOOSE ONE)

E-Mail

Regular Mail

Quarterly

None

Monthly

FREQUENCY (CHOOSE ONE)

SECTION 5 - REQUIRED VEHICLE INFORMATION (License Plate and Vehicle Description is Required)

Count total of all vehicle axles (not tire count), including trailer combinations. Example: Car or Motorcycle = 2 axles; Car + 1 axle Trailer = 3 axles

License Plate		Vehicle Description / Number of Axles (not tire count)				Office Use Only
State	Plate #	Year	Make	Model (or Commercial Unit #)	# Axles	PIKEPASS

Note: Please list additional vehicles on the back of this form or on a separate sheet.

SECTION 6 - PAYMENT METHOD (Choose One Option Below)

CASH - CHECK - MONEY ORDER

DIRECT DEBIT BANK DRAFT - EFT Auto Charge - OTA has authorization to automatically charge my bank account for the Prepaid Toll Amount as necessary at the bank detailed below. This authorization will remain in effect until OTA has received notice of its termination and has a reasonable opportunity to act upon it. The bank account holder must sign the application above.

BANK CARD (Credit/Debit) - Please Check One Auto Replenishment One Time Payment to Open Account

I authorize my credit/debit card number listed below to be charged to either Auto Replenish my account balance as required or as a One Time Payment.

VISA MASTERCARD AMERICAN EXPRESS DISCOVER

Amount Paid _____

Cardholder Name (as it appears on card) _____

Cardholder Signature (Required) 

Form 6003.rev1008.20140101.egl,dls

EFT Bank Name _____ Bank Routing # _____ Bank Account # _____

OR

Credit Card # - - - Expiration Date _____
Month / Year

CME# 20240891

OKLAHOMA TURNPIKE AUTHORITY
PIKEPASS LICENSE AND USE AGREEMENT

1. LICENSE:

Subject to the terms of this License and Use Agreement ("Agreement"), the Oklahoma Turnpike Authority ("OTA") grants you a non-exclusive, revocable license to use the OTA's electronic toll payment system ("PIKEPASS") on the OTA's Turnpike System ("Oklahoma Turnpikes") and at other OTA authorized facilities ("Authorized Facilities"). The purpose of this Agreement is to allow you to electronically pay tolls and other authorized services through an account ("Account") you open and maintain with the OTA.

This Agreement replaces and supersedes all previous agreements and is the sole instrument defining your use of PIKEPASS. If the terms of this Agreement are not acceptable to you, you should discontinue your use of PIKEPASS immediately and close your Account in accordance with Section 4.7.

Use, retention, or permitting others to use your PIKEPASS transponder constitutes acceptance of these terms and is equivalent to signing this Agreement. The OTA may alter, amend or otherwise change the terms and conditions of this Agreement at any time. If any part of this Agreement is determined invalid, all other parts remain in full force and effect. Failure to comply with the terms of this Agreement may result in the termination of your Account and this Agreement. The laws of the State of Oklahoma govern this Agreement. The Agreement currently in force may be viewed at www.pikepass.com.

2. USE OF PIKEPASS:

- 2.1. Your PIKEPASS transponder must be mounted directly to the front windshield inside your vehicle or to the bumper (when using an external PIKEPASS transponder). You may obtain mounting guidelines appropriate for the type of vehicle and type of PIKEPASS transponder (permanent internal sticker, internal portable or external) by contacting the PIKEPASS Customer Service Center ("CSC") or visiting www.pikepass.com. If you fail to properly mount your PIKEPASS transponder, it may not work properly and result in System Matched Transactions, Violation Tolls, citations and termination of this Agreement. The OTA will not provide adjustments to your Account for System Matched Transactions or Violation Tolls caused by an improperly mounted PIKEPASS transponder (see Sections 4 and 5). PIKEPASS transponders may not work in all makes and models of vehicles. You are responsible to ensure that the proper PIKEPASS transponder is utilized for your specific make and model vehicle. Contact the CSC or visit www.pikepass.com for further information regarding vehicles known to have compatibility problems with PIKEPASS transponders.
- 2.2. You agree to comply with all applicable traffic laws of the State of Oklahoma and the rules and regulations of the OTA while traveling Oklahoma Turnpikes.
- 2.3. If your Account does not have a sufficient balance to pay the toll, you agree to pay the toll via the automatic coin machine or toll collector (cash) lanes until your Account balance is replenished. When you pay your toll with cash while an active PIKEPASS transponder is installed on your vehicle, your Account may be charged a duplicate toll by the electronic toll collection system. It is your responsibility to notify the CSC of such instances. You agree to review your Statement of Toll Activity ("Statement") and notify the OTA of any duplicate toll charges within 30 days of the Statement Delivery Date (defined as the 15th day of the month following the period displayed on the Statement). The CSC will not credit your Account for duplicate tolls unless a valid cash receipt is provided to the CSC. Cash receipts are not available at all locations or at all times of day. No credit or refund will be given for duplicate tolls where cash receipts are not available.
- 2.4. Vehicle classification is determined by the number of axles on your vehicle. You shall only use your PIKEPASS transponder in the classification of vehicle for which it was registered. If you transfer a portable PIKEPASS transponder to a different vehicle classification, contact the CSC or visit www.pikepass.com for further details. If the OTA observes or detects that your vehicle is not identified with the appropriate classification associated with your PIKEPASS transponder, the OTA reserves the right to change the vehicle classification(s) for the associated toll transactions. Toll transactions involving such changes will be identified on your Statement. The OTA will notify you if a permanent reclassification of your vehicle is necessary. You agree to this method of calculating toll charges. You further agree to review your Statement and notify the OTA of any toll charges resulting from an inaccurate vehicle classification within 30 days of the Statement Delivery Date.
- 2.5. Certain Oklahoma Turnpikes require that your PIKEPASS transponder is read by the PIKEPASS system at both the entry and exit location points to calculate the toll charge based on your actual travel. These turnpikes include the Turner, Will Rogers, Creek, Kilpatrick and Cherokee Turnpikes. If your PIKEPASS transponder is not read at both the point of entry and point of exit on these turnpikes, the PIKEPASS system will complete the transaction utilizing the known read location(s) and will calculate the toll charge accordingly, up to and including the maximum toll for that turnpike based on the classification of your vehicle. These transactions are referred to as "System Matched Transactions" and will be identified on your Statement. You agree to this method of calculating toll charges. You further agree to review your Statement and notify the OTA of any toll charges inconsistent with your travels within 30 days of the Statement Delivery Date.

3. VEHICLE INFORMATION:

- 3.1. You are responsible to provide and maintain accurate vehicle information concerning your Account, including but not limited to vehicle make, model, year, number of axels, license plate number and issuing state.
- 3.2. You are responsible to ensure that your vehicle's license plate number is readable and not obscured.
- 3.3. You are responsible for all tolls assessed to vehicle(s) registered in your name or PIKEPASS transponder(s) assigned to your Account until such time as you notify the OTA that you have disposed of the vehicle and/ or that permanently mounted PIKEPASS transponder(s) should be deactivated from your Account.
- 3.4. You are responsible for any "failure to pay toll" citations issued by the Oklahoma Highway Patrol.
- 3.5. You are responsible for any civil penalties assessed by the OTA for failure to pay a toll charge attributed to a vehicle that is registered to you but not assigned to your Account.

4. THE ACCOUNT:

- 4.1. **Prepaid Toll Amount:** The Prepaid Toll Amount is not a deposit. It is a prepayment of tolls you will incur while traveling on Oklahoma Turnpikes. You agree to maintain the Prepaid Toll Amount to cover all authorized charges, service fees, and penalties charged to your Account. The OTA may periodically analyze your Account activity and reserves the right to adjust the Prepaid Toll Amount necessary to maintain your Account. You will not receive interest on your Account balance.

The applicable toll, established by the OTA, is calculated at the entry/exit points and mainline/barrier plazas and deducted from your Account each time your PIKEPASS transponder is used on the Oklahoma Turnpike System. You may obtain a current schedule of toll rates by contacting the CSC or visiting www.pikepass.com. The applicable fees associated with other OTA Authorized Facilities can be obtained by contacting those facilities.

- 4.2. **Credit/Debit Card and Direct Debit Bank Draft (Auto Charge) Accounts:** If your Account is paid with a Credit/Debit Card or Direct Debit Draft, your Account will be replenished automatically by a charge to your authorized credit/debit card or bank account when your Account reaches a minimum balance established by the OTA. The charge will be in an amount sufficient to replenish the Prepaid Toll Amount to your Account.
- 4.3. **Cash, Check, and Money Order (Manual Replenishment) Accounts:** If your Account is paid with Cash/Check/Money Order, you will receive a "Payment Request" when your Account reaches a minimum balance established by the OTA. Upon receipt of a "Payment Request", you are required to replenish your Prepaid Toll Amount by paying the amount requested. Your payment must be received and posted before your Account balance reaches zero. An overdrawn account may result in the termination of your Account and this Agreement. If you have provided a security credit/debit card, such card will only be charged when the Account is overdrawn for 44 consecutive days.

- 4.4. **Account Changes, Updates and Privacy:** You must inform OTA immediately, in writing, by phone, or internet of any changes to your PIKEPASS Account information, i.e. address, phone number, vehicle description, number of axles, vehicle license plate number, credit card expiration, etc. Failure to do so may result in Violation Tolls, citations, incorrect toll charges, service charges and/ or penalties. You can access www.pikepass.com to update your Account information. Use of www.pikepass.com for such updates shall be deemed consent to modify your information within the OTA record system, and in the case of a change in credit/debit card information, authorization for the OTA to charge that credit/debit card for the amounts necessary to satisfy your obligations under this Agreement. In order to protect the privacy of your information, the OTA will require that you provide an Account Access Code. The OTA may also require that you provide additional verifying information to access your Account. The OTA reserves the right to deny any requested changes to your Account if you are not able to provide the Account Access Code or verifying information.
- 4.5. **Negative Accounts:** If your Account balance is negative, you may not receive applicable discounted PIKEPASS toll rates. If your Account balance remains negative for more than 90 consecutive days, your Account will be terminated and your PIKEPASS transponder(s) will be deactivated. Such Accounts will be forwarded to external collections which may affect your credit rating. Collection fees may be assessed.
- 4.6. **Lost, Stolen or Damaged PIKEPASS:** If your PIKEPASS transponder is lost or stolen or if a vehicle assigned to your Account is stolen, it is your responsibility to notify the OTA immediately. Any use of a lost or stolen PIKEPASS transponder is your responsibility until you report the loss or theft to the OTA. The OTA will deactivate the PIKEPASS transponder upon such notification and you will not be responsible for future PIKEPASS activity. If it is later found that you are using a reportedly stolen and deactivated PIKEPASS transponder or reportedly stolen vehicle, the OTA reserves the right to reinstate the PIKEPASS transponder and charge your Account for all intervening activity. In the event a PIKEPASS transponder is recovered by you, the OTA reserves the right to apply toll charges to the Account that were incurred while the PIKEPASS transponder was reportedly lost or stolen. A damaged PIKEPASS transponder is not covered by any warranty. For purposes of this Agreement, damage is defined as the rendering of the PIKEPASS transponder defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. Removal of a permanently mounted PIKEPASS transponder sticker from the windshield renders it useless.
- 4.7. **Termination of License and Refunds:** OTA may terminate this Agreement at any time for any reason. You may terminate this Agreement at any time by making a request in writing. Upon termination of this Agreement, OTA will refund any remaining Account balance after toll payments and any other fees have been deducted. Refunds will be issued approximately 30 days after this Agreement is terminated and your Account is closed.
- 4.8. **Other Fees:** Service fees and other charges may be deducted from your Account for additional services that are required to maintain your Account. Other Fees established by OTA will be charged to your Account based on a fee schedule which may be obtained by contacting the CSC or visiting www.pikepass.com.
- 4.9. **Dispute of Charges:** Information regarding possible errors, System Matched Transactions, Violation Tolls, changes in vehicle classification or any other information about your Account may be obtained by contacting the CSC. Questions concerning your Account Statement or charges to your Account should be submitted to the CSC within 30 days of the Statement Delivery Date. Requests for information made 30 days after the Statement Delivery Date must be made in writing. Account adjustments may not be made for requests received later than 30 days after the Statement Delivery Date, including disputed charges relating to System Matched Transactions or Violation Tolls.

Questions concerning toll transactions posted on your PIKEPASS Statement as a result of using your PIKEPASS transponder at an Interoperable Toll Authority should be directed to the CSC of the specific Interoperable Toll Authority where the turnpike travel took place within 30 days of your PIKEPASS Statement Delivery Date. The Interoperable Toll Authority's CSC will resolve disputed transactions and submit necessary adjustments to the OTA for posting to your PIKEPASS Account.

5. VIOLATION TOLLS:

In cases where a PIKEPASS transponder is not identified at any toll location on the OTA Turnpike System but your vehicle's license plate is recorded, the OTA will complete the transaction utilizing your vehicle's recorded location(s) and will calculate the toll charge accordingly, up to and including the maximum cash toll rate for that turnpike based on the classification of your vehicle. These transactions ("Violation Tolls") will be identified on your Statement. You agree to this method of calculating toll charges. You further agree to review your Statement and notify the OTA of any toll charges inconsistent with your travels within 30 days of the Statement Delivery Date. Your Account is subject to administrative charges and other fees for the processing of Violation Tolls.

6. INTEROPERABILITY:

- 6.1. Your PIKEPASS transponder may be used at OTA Authorized Facilities and Interoperable Toll Authorities to electronically pay for tolls, parking and other services. In the event that your PIKEPASS transponder is not read by the Interoperable Toll Authority, your license plate may be used if it is assigned to a valid transponder issued to your account. You authorize the OTA to share your Account contact information with such facilities and authorities. Contact the CSC or visit www.pikepass.com for a listing of such facilities and authorities or to request that your PIKEPASS account be opted-out of interoperability.
- 6.2. Toll charges incurred from using your PIKEPASS transponder or license plate at an Interoperable Toll Authority will be deducted from your Account Prepaid Toll Amount. These transactions will be identified on your Account Statement separately from your Oklahoma turnpike travel and will not qualify for the PIKEPASS Volume Discount program. You must maintain your Account Prepaid Toll Amount to cover all toll charges to your Account.
- To use your PIKEPASS transponder to pay for parking and other miscellaneous services at an Authorized Facility, your Account must be set up for Credit/Debit Card automatic replenishment. These transactions will be charged directly to that credit/debit card and will not be deducted from your Account Prepaid Toll Amount.
- 6.3. Use of your PIKEPASS transponder at an Authorized Facility or travel on an Interoperable Toll Authority's turnpike system subjects you to the terms/conditions and rate structure set by such facility or authority. The Authorized Facility or Interoperable Toll Authority, in its sole discretion, may refuse to accept your PIKEPASS transponder as a method of payment.
- 6.4. In the event that you maintain a separate account with an Interoperable Toll Authority and use a toll transponder issued by that authority in your vehicle at the same time as your PIKEPASS transponder, it is possible that you will incur duplicate toll transactions charged to each Account for the same turnpike travel. You agree to review your respective toll statements, identify any duplicate charges and bring them to the attention of the CSC of the appropriate Interoperable Toll Authority for correction.
- 6.5. You agree to contact the specific Authorized Facility or Interoperable Toll Authority CSC to dispute any charge to your PIKEPASS Account or credit/debit card for tolls, parking or other services resulting from the use of your PIKEPASS at such facility.

7. MISCELLANEOUS:

- 7.1. OTA is not liable for the performance of your PIKEPASS transponder. You agree to indemnify the OTA against all damage, loss, cost, expense or liability that in any way relates to the use or the performance of your PIKEPASS transponder, including any System Matched Transactions or Violation Tolls.
- 7.2. ~~You agree to pay all costs, including but not limited to attorney's fees, court costs, etc., incurred by the OTA to enforce the terms and conditions of this Agreement.~~
- 7.3. If you become the subject of any bankruptcy proceeding under the Bankruptcy Act or become insolvent, the OTA may terminate this Agreement and deactivate your PIKEPASS transponder(s). You remain liable for the payment of all unpaid toll charges and Other Fees, exclusive of any other remedy provided by law.
- 7.4. Incomplete PIKEPASS Account applications may not be processed. A valid state issued document with photo identification in good standing may be required to open an Account. The OTA reserves the right to reject any PIKEPASS Account application.