


**ORDER: APPROVE AGREEMENT WITH OXFORD UNIVERSITY TRANSIT FOR
ON DEMAND TRANSIT SERVICES IN LAFAYETTE COUNTY**

Motion was made by David Rikard, duly seconded by Larry Gillespie, to accept agreement with Oxford University Transit for on demand transit service in Lafayette County.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 18th day of September, 2023.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Clerancy Clerk

PROPOSED INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into and effective on October 1, 2023, by and between the City of Oxford, Mississippi, Lafayette County Mississippi, and the University of Mississippi, hereafter referred to as the CITY, COUNTY and the UNIVERSITY respectively, or collectively as the "PARTIES".

WHEREAS the expressed purpose and goals of said enactment with the Federal Transit Act, being 49 U.S.C. §5311, are to enhance access to healthcare, shopping, education, recreation, public services and employment when transportation services provided are unavailable, insufficient or inappropriate to meeting their needs; and

WHEREAS the service boundaries shall be within the Lafayette County including the City of Oxford and the University of Mississippi campus and may be changed in the future based on growth of the area, ridership patterns, or withdrawal of a local entity from this Agreement.

WHEREAS, the State of Mississippi, by and through- the Mississippi Transportation Commission, acting for and on behalf of the Mississippi Department of Transportation, Public Transit Division, has chosen to participate in said public transportation program by the adoption of a state management plan and incorporated the Section 5311 funds within the statewide transportation improvement program and has previously announced the availability of funds for said programs and purposes within the State of Mississippi; and

WHEREAS, the City of Oxford is a municipal government, was incorporated in 1837 and presently is composed of a mayor and seven Board of Alderman who make policy decisions in accordance with procedures and responsibilities set transit system in State law which provide transportation services within the City of Oxford and the Lafayette County community and the University of Mississippi; and

WHEREAS, the PARTIES have heretofore agreed to enter into an agreement whereby the Oxford University Transit, for and on behalf of the City of Oxford and Lafayette County, Mississippi, and the University of Mississippi will apply for federal grant funds available through the Mississippi Department of Transportation received through 49 U.S.C. §5311 (Rural Public Transit) for the purpose of procuring funds to be used in providing transportation services for all persons in need of transportation services, provided that the City of Oxford and Lafayette County, Mississippi and the University of Mississippi further agrees to defray all costs associated with the provision of such services to residents within the Lafayette County, City of Oxford and the University of Mississippi community, as set forth herein; and

WHEREAS, the Oxford Transit Management desire to enter into an agreement with the City of Oxford, University of Mississippi and Lafayette County, Mississippi for the purpose of coordinating their mutual efforts towards the establishment, development and operation of public transportation service and said service to be defrayed by the City of Oxford and Lafayette County, Mississippi, and the University of Mississippi including personnel, maintenance and all other costs associated with said

service which is to be administered by the Oxford Transit Management as provided herein; and

WHEREAS, the Board of Supervisors of Lafayette County, Mississippi finds that it is in the best interests of the citizens of Lafayette County to enter into this agreement to best effectuate the creation, development and operation of public transportation services for the residents residing within the Lafayette County community.

WHEREAS the Board of Trustees of the Institutions of Higher Learning of the State of Miss. Code Ann. §37-101-15 finds that it is in the best interests of the University of Mississippi to enter into this agreement to best effectuate the creation, development and operation of public transportation services for the University of Mississippi.

NOW, THEREFORE, Lafayette County, Mississippi, the City of Oxford, Mississippi, and the University of Mississippi agree as follows:

I. PURPOSE AND STATUTORY AUTHORITIES

The authority for this agreement is derived from Miss. Code Ann. §19-3-41(9) which authorizes the Board of Supervisors of any county and the State, Miss Code Ann §37-101-15 the Board of Trustees of the Institutions of Higher Learning to perform and exercise any duty, responsibility or function and to "enter into agreements and contracts," "provide and deliver any services or assistance" and to "receive, expend and administer any grants ... in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service."

The purpose of this agreement is to provide for and facilitate the establishment of public transportation service within Lafayette County, Mississippi, City of Oxford, and the University of Mississippi for the benefit of public transportation in need of such services.

II. FINANCING

It is agreed that Oxford Transit Management will make all requisite grant applications for and on behalf of the City of Oxford requesting Section 5311 grant funds to defray the cost of transportation services. It is further agreed that City of Oxford will pay all costs associated with the provision of said transportation service, including the cost of compensating assigned employees who will provide driver services at a rate of compensation and on a full or a part time basis as agreed by the PARTIES hereto. It is further agreed that the City of Oxford will pay all maintenance, administration, capital, operations, insurance, and any other costs associated with the provision of said transportation services. Finally, Lafayette County, Mississippi and the University of Mississippi agree to reimburse the City of Oxford for all administrative services provided in aid of said transportation services. A monthly invoice will be issued by Oxford Transit Management to the University of Mississippi and Lafayette County payable to the City of Oxford.

Payment for each section of the yearly budget will be defined by a percentage bases on total ridership/mileage on a yearly basis. Budgets will be projected and approved by the Commissioners and the board of all PARTOES in January of each year and finalized by MDOT in July/August prior to the new budget year in October.

III. COORDINATION OF TRANSPORTATION SERVICES

It is agreed that Oxford Transit Management will administer all Section 5311 grant funds received pursuant to this agreement. It is further agreed that the Oxford Transit Management will provide administrative services as necessary to provide public transportation services for all Lafayette County City of Oxford and the University of Mississippi including: (1) receipt of all calls and requests for transportation services, (2) hiring of drivers, (3) arranging the delivery of requested services and (4) scheduling and supervising all necessary personnel. Oxford Transit Management will send an itemized invoice monthly to all PARTIES for all program costs.

It is understood that all drivers will be employed by Oxford Transit Management. All employees will be subjected to all FTA Guidelines set forth for public transportation. The use of a GPS system will be used in scheduling transportation services. A maintenance system will be used for the maintenance of all vehicles based on FTA/MDOT guidelines.

IV. REAL AND PERSONAL PROPERTY

Title to all personal property procured pursuant to this agreement, including the vans purchased with the Section 5310, 5311, 5339 grant funds, will be vested in the City of Oxford, Mississippi. It is agreed and contemplated that vehicles will be equipped with ADA regulations as set forth in the FTA Guidelines.

V. GOVERNANCE

The public transportation system shall be governed by a 9-member commission (the "Commission") made up of three representatives from all PARTIES.; however, the authority maybe desegrated by the Board Agency, District, Non-Profit, or any other organization by unanimous consent by all PARTIES. Any reference to the Commission below refers to the Commission or the subsequent delegate of the PARTIES.

The City has been designated the lead agency/recipient and is authorized to act as the liaison with all contractors and state and federal regulatory agencies and contracts and grants on behalf of the PARTIES.

VI. RIGHTS AND DUTIES

The Commission, on behalf of the PARTIES, will choose the type, size, and number of vehicles to be used for transit services.

The Commission, on behalf of the PARTIES, will approve routes, the location of bus stops, service hours, days in which no service will be offered, if any, and any subsequent changes made to hours and location of operation, based on information given by Oxford Transit Management Team.

The PARTIES agree that those costs associated with operation shall be shared between the PARTIES, as outlined in Section II – Financing.

The Commission will initially approve any contracted services; however, the CITY will be responsible for entering into and overseeing all contractual agreements unless otherwise delegated to another with the approval of the University of Mississippi and Lafayette County.

All PARTIES agree to comply with all applicable state and federal laws and regulations concerning the provision of public transportation.

The PARTIES agree that the City Clerk will serve as the treasurer for receiving and disbursing funds related to the cooperation of Oxford Transit Management and the transit system. The CITY agrees to maintain records that will provide accurate, current, and complete disclosure of the status of the funds received under this Agreement and with any other applicable federal and state regulations establishing standards for financial management. The CITY's records system shall contain sufficient documentation to provide full support and justification for all expenditures.

VII. TERMS

The initial term of this Agreement will be for a period of 1 year from the date it is approved by all PARTIES and will be renewable upon the mutual consent of all PARTIES.

The PARTIES agree that any PARTY may, at the end of any calendar year during the initial or subsequent terms, terminate this Agreement by giving one-hundred twenty (120) days' notice. All PARTIES agree that, because the initial assets of the transit system were purchased primarily with funds from the Mississippi Department of Transportation ("MDOT"), should either the COUNTY, UNIVERSITY or the CITY elect to terminate this Agreement, the other PARTIES will be given the option of continuing to operate the transit system and will be given the right to use, without further consideration, all the assets of the transit system. Should, upon termination, the transit system will be disposed of in accordance with FTA and MDOT regulations, although any asset of the transit system purchased by one of the PARTIES may be retained by that party.

VIII. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The PARTIES mutually agree that whenever a dispute or disagreement arises under the terms of this Agreement, the PARTIES will enter a good faith negotiation to resolve such dispute. If the matter continues to remain unsolved after good faith negotiations by the parties, then the matter shall be referred to outside non-binding mediation. This provision is mandatory and shall be a condition precedent to the filing of any litigation by either and all parties hereto.

IX. NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery or fax; or shall be sent by registered mail or certified mail; or shall be sent by U.S. Mail, return receipt requested.

X. WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and always remain in full force and effect.

XI. AUTHORITY OF PARTIES

This agreement is made by and entered into by the duly authorized officials of the CITY UNIVERSITY and COUNTY. This Agreement was approved by the Board of Aldermen of the CITY on _____, and by the Board of Trustees of the Institutions of Higher Learning of the State of Mississippi on _____ and the Lafayette County Board of Supervisors on 9/18/23. The minutes of both meetings are attached hereto as Exhibits "A", "B" and "C" respectively.

IN WITNESS WHEREOF, I, MAYOR OF OXFORD, MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Interlocal Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of the City of Oxford, Mississippi, the same having been adopted by duly adopted resolution.

WITNESS MY SIGNATURE, this the ___ day of _____, 2023.

Robyn Tannehill, Mayor
City of Oxford

Attested

Clerk

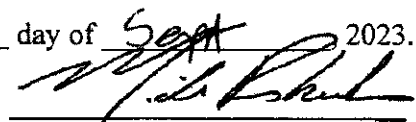
IN WITNESS HEREOF, I, CHANCELLOR OF THE UNIVERSITY OF MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Interlocal Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of the University of Mississippi.

WITNESS MY SIGNATURE, this the ____ day of _____, 2023.

UNIVERSITY OF MISSISSIPPI

IN WITNESS HEREOF, I, LAFAYETTE COUNTY SUPERVISOR, do hereby set and subscribe my signature to the above and foregoing Interlocal Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of the ~~University of Mississippi~~ *Laf. County*

WITNESS MY SIGNATURE, this the 18 day of Sept, 2023.



LAFAYETTE COUNTY