


**ORDER: APPROVE CONTRACT WITH THE CITY OF OXFORD FOR ON DEMAND
TRANSIT SERVICES AND NULLIFY BOTH CONTRACTS APPROVED ON
AUGUST 17, 2023 AND SEPTEMBER 18, 2023**

Motion was made by David Rikard, duly seconded by Chad McLarty, to approve Contract with the City of Oxford for on Demand Transit Services and nullify both contracts approved on August 17, 2023 and September 18, 2023.

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 2nd day of October, 2023.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk

AGREEMENT BETWEEN LAFAYETTE COUNTY, MISSISSIPPI AND THE CITY OF
OXFORD, MISSISSIPPI FOR THE OPERATION OF AN ON-CALL PUBLIC
TRANSPORTATION SERVICE BY THE OXFORD UNIVERSITY TRANSIT

This AGREEMENT BETWEEN LAFAYETTE COUNTY, MISSISSIPPI AND THE CITY OF OXFORD FOR THE OPERATION OF AN ON-CALL PUBLIC TRANSPORTATION SERVICE BY THE OXFORD UNIVERSITY TRANSIT ("Agreement") is made and entered into and effective on October 1, 2023, by and between the City of Oxford, Mississippi and Lafayette County Mississippi, or collectively as the "PARTIES".

WHEREAS, Congress enacted 49 U.S.C. §5311 providing federal capital assistance to local governmental entities and private non-profit groups in meeting the transportation needs of communities by way of a formula grant program to be administered by each participating state; and

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

WHEREAS, the City of Oxford and Lafayette County have provided on-call transportation for the elderly and persons with disabilities since 2008 under the Federal Transit Act, being 49 U.S.C. §5310, being previously known as the City-County Transit under the operation of RSVP and Stronger Together Oxford; and

WHEREAS, the City of Oxford and Lafayette County desire to continue on-demand transportation to the elderly and persons with disabilities under the Federal Transit Act grant 49 U.S.C. §5311; and

WHEREAS, the City of Oxford and Lafayette County desire to transfer operations of on-demand transportation service for the elderly and persons with disabilities from Stronger Together Oxford to the Oxford-University Transit, and

WHEREAS, the City of Oxford, Mississippi and Lafayette County, Mississippi 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, will apply for federal grant funds available through the Mississippi Department of Transportation received through 49 U.S.C. §5311 for the purpose of providing transportation services for the elderly and persons with disabilities in need of transportation services, provided that the City of Oxford and Lafayette County, Mississippi further agrees to defray all costs associated with the provision of such services to residents within the Lafayette County community, as set forth herein; and

WHEREAS, the Oxford University Transit desire to enter into an agreement with the City of Oxford and Lafayette County, Mississippi for the purpose of coordinating their mutual efforts towards the operation of an on-call transportation service for the elderly and persons with disabilities residing within the Lafayette County community, the cost of said service to be defrayed by the City of Oxford and Lafayette County, Mississippi, including personnel, maintenance and all other costs associated with said service which is to be administered by the Oxford University Transit 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 in order to best effectuate the creation, development and operation of an on-call transportation service for the elderly, disabled and others residing within the Lafayette County community.

NOW, THEREFORE, Lafayette County, Mississippi and the City of Oxford, 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 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 operation of an on-call transportation service within Lafayette County, Mississippi for the benefit of the elderly, disabled and others in need of such services.

II. FINANCING

It is agreed that the Oxford University Transit 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 operations. It is further agreed that Oxford University Transit will invoice the City of Oxford for 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 City of Oxford, through the Oxford University Transit, will pay all maintenance, costs, insurance costs and any other costs associated with the provision of said on-demand transportation services for the elderly and disabled. Finally, Lafayette County, Mississippi agrees to reimburse the City of Oxford for all costs for the operation of the on-demand transportation services occurring outside of the city limits.

III. COORDINATION OF TRANSPORTATION SERVICES

A. Oxford University Transit Responsibilities

It is agreed that Oxford University Transit, and more, specifically the management team, will administer all Section 5311 grant funds received pursuant to this agreement. It is further agreed that the Oxford University Transit will provide administrative services as necessary to provide on-call transportation services for all eligible Lafayette County residents including: (1) receipt of all calls and requests for transportation services by Lafayette County eligible residents, (2) hiring of drivers, (3) arranging the delivery of requested services and (4) scheduling and supervising all necessary personnel.

Oxford University Transit will send an itemized invoice on a monthly basis to the City of Oxford for all program costs. The itemized invoice will include a line item for the cost of services occurring inside the city limits, and the cost of on-demand services occurring outside the city limits.

B. City of Oxford Responsibilities

It is agreed that all drivers will be employed by the Oxford University Transit. The City of Oxford will pay the Oxford University Transit for all operational costs, after defrayed Section 5311 program reimbursements, for on-demand transportation services. The City of Oxford will invoice Lafayette County for all costs associated with on-demand transportation services occurring outside the city limits.

C. Lafayette County Responsibilities

It is agreed that all drivers will be employed by the Oxford University Transit. Lafayette County will pay the City of Oxford for all operational costs, after defrayed Section 5311 program reimbursements, for on-demand transportation services occurring outside the city limits.

IV. REAL AND PERSONAL PROPERTY

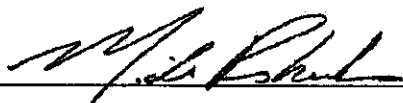
Title to all personal property procured pursuant to this agreement, including the vans previously purchased with the Section 5310 grant funds, if allowable by terms of the grant, will be vested to the Oxford University Transit. It is agreed and contemplated that one van will be equipped with a handicap lift.

V. TERM OF AGREEMENT

This agreement shall be deemed executed on October 1, 2023, and shall expire on October 31, 2025. This agreement shall renew automatically for each subsequent year unless the governing body of Lafayette County, Mississippi and/or the City of Oxford determine to terminate this agreement upon written notice providing for such termination on or before 30 days prior to the expiration of this agreement. The parties agree to jointly review program costs and revisit the terms of this agreement on a periodic basis for the purpose of considering modifications to the agreement and cost containment.

IN WITNESS HEREOF, I, MIKE ROBERTS, President of the Lafayette County, Mississippi Board of Supervisors, do hereby set and subscribe my signature to the above and foregoing Interlocal Agreement, fully ascribing to the terms thereof for and on behalf of Lafayette County, Mississippi.

WITNESS MY SIGNATURE, this 2nd day of October, 2023.



Lafayette County Board of Supervisors

IN WITNESS HEREOF, I, ROBYN TANNEHILL, Mayor of the City of Oxford, Mississippi, do hereby set and subscribe my signature to the above and foregoing Agreement, fully ascribing to the terms thereof for and on behalf of the City of Oxford.

WITNESS MY SIGNATURE, this 3rd day of October, 2023.



City of Oxford, Mississippi