

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE CITY OF TUPELO AND GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

WHEREAS, Northeast Mississippi Community Services, Inc. Transportation Program is a federally funded 5311 Rural General Public Transportation Program through Mississippi Department of Transportation.

WHEREAS, Northeast Mississippi Community Services, Inc.'s administrative location is in Prentiss County, Mississippi. NEMCS, Inc. is located at 801 Hatchie Street Booneville, Mississippi. NEMCS, Inc. operates public transportation in the areas of Lee, Prentiss, Alcorn, Tishomingo, Marshall, Itawamba, and Desoto counties.

WHEREAS, There exists an independent relationship between Northeast Mississippi Community Services, Inc. and the government of the City of Tupelo and Governing Board; and

WHEREAS, the executive branches of the City of Tupelo and Governing Board ("City of Tupelo") and Northeast Mississippi Community Services, Inc., have issued executive orders to begin contractual services for transportation within the City of Tupelo. These services shall be implemented and begin on October 1, 2021, and will follow a twelve month contract.

WHEREAS, the City of Tupelo and Governing Board, and Northeast Mississippi Community Services, desire to work together in coordination and cooperation with each other in government-to-government relationship for the benefit of both parties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this memorandum of Understanding is to formalize the terms and conditions Northeast Mississippi Community Services, Inc. and the City of Tupelo will employ to effectively provide transportation services to the citizens of Tupelo, Mississippi.

II. CONTACT PERSONS

Unless otherwise stated, the appropriate contact person for the City of Tupelo and Governing Board for matters pertaining to this Memorandum of Understanding shall be:

Don Lewis
COO, City of Tupelo
City of Tupelo
71 E Troy St,
Tupelo, MS 38804
(662) 840-2059
Don.Lewis@tupeloms.gov

The appropriate contact person(s) for the Northeast Mississippi Community Services, Inc. shall be:

Steve Gaines
Director, Northeast Mississippi Community Services, Inc.
NEMCS, Inc.
P. O. Box 930, 801 Hatchie Street
Booneville, MS 38829
(662) 728-2118; Fax (662) 728-8720
sgaines@maxxsouth.net

The City of Tupelo shall contact the above-designated individual(s), or successor(s), for NEMCS, Inc., and NEMCS, Inc. shall contact the above-designated individual, or successor, for the City of Tupelo when either party has any questions related to this Memorandum of Understanding.

III. IMPLEMENTATION, OBJECTIVES AND RESPONSIBILITIES

A. IMPLEMENTATION

This Memorandum of Understanding shall be immediately effective upon the signature of the parties hereto.

B. OBJECTIVES

The parties hereto agree to providing residents of the city of Tupelo daily access to transportation to and from community Medical Facilities, Educational Institutions, social activity sites, and other destinations determined by the city, which they currently are not able to travel to. Northeast Mississippi Community Services, Inc. has the ability and the means to enhance and improve the quality of life to the citizens of Tupelo by providing mobility through coordinated, safe and affordable transportation.

C. RESPONSIBILITIES

1. NEMCS, Inc. and the City of Tupelo agree as follows:

- a. That NEMCS, Inc. shall provide transportation services to the residents of Tupelo for a maximum of 13 hours per day, five (5) days per week, utilizing a demand response transportation system. The parties further agree that trips will be provided within the limits of the City of Tupelo.
- b. That NEMCS, Inc. shall provide these services for a twelve (12) month program period beginning on or about **October 1, 2021** and ending on or about **September 30, 2022**.
- c. That the City of Tupelo shall pay the sum of **\$144,900** to be billed by NEMCS, Inc. and paid on a monthly basis for said twelve (12) month period.

- d. That the parties agree that, upon written agreement, the period for providing transportation services can be renewed as well as expanded on an annual basis for a sum to be negotiated for said services.
- e. NEMCS, Inc will provide 1 bus and 5 vans actively running and 2 backup vehicles if needed to run during day time hours of 6:00 a.m. until 7:00 p.m. on 5 days of the week Monday through Friday.
- f. NEMCS, Inc. will provide maintenance on these vehicles by outsourcing through local vendors.
- g. The City of Tupelo will notify Law Enforcement of the set transit routes so that protection will be available at all times for the daily routes.
- h. The City of Tupelo has adopted the name of the transit service to be called "Tupelo Transit".
- i. The City of Tupelo has expressed that NEMCS, Inc. will be the primary and sole agency in charge of this venture.
- j. The City of Tupelo has agreed to wrap four of the buses and three vans with its own designs and will work with Toyota to open up a venue for advertising and marketing by local businesses to be used to gain revenue for NEMCS, Inc.

- k. Northeast Mississippi Community Services, Inc. will charge a fare to ride the demand response general public transit service of \$2.00 per one-way trip.

V. SOVEREIGNTY

The parties hereto have entered into this Memorandum of Understanding for the sole purpose of enhancing government-to-government cooperation between the City of Tupelo and the Northeast Mississippi Community Services, Inc. The Memorandum of Understanding does not, and shall not be construed to change, enlarge, diminish, or waive the sovereignty or jurisdiction of either party or the rights, privileges or immunities of either party or any person. In addition, this Memorandum of Understanding does not, and shall not be construed to create any right to administrative or judicial review, or any other right, benefit or responsibility, substantive or procedural, enforceable by any person against Northeast Mississippi Community Services, Inc., the City of Tupelo, their officers or employees, or any other person, except as expressly agreed to herein.

VI. INSURANCE

Northeast Mississippi Community Services, Inc. agrees to provide the following insurance coverage and limits.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Employer's Liability	\$1,000,000
Bodily, Injury Liability	\$1,000,000 per occurrence (\$3,000,000 aggregate)
Property Damage Liability	\$500,000 per occurrence (\$500,000 aggregate)
Automobile Bodily Injury Liability	\$1,000,000 per occurrence (\$3,000,000 aggregate)
Excess Umbrella Liability	\$4,000,000 per occurrence

Northeast Mississippi Community Services, Inc. agree to indemnify the City against any and all claims, damages, losses, liabilities, fees, fines and penalties and other losses and expenses arising out of or related to the conduct of the Service Provider at no cost to the City of Tupelo.

VII. REPORTING

A. Northeast Mississippi Community Services, Inc. shall provide on not less than a quarterly basis the following data as either part of its invoicing to the City or as a periodic report attached to its invoice:

- Cost of route
- Total miles of each trip
- Total vehicle hours and miles of each trip
- Total fares collected for each trip
- Routes and stops for each service vehicle

B. Northeast Mississippi Community Services, Inc. shall provide a monthly report of any clientele complaints made and the response provided by the Service Provider.

C. Northeast Mississippi Community Services, Inc. shall provide a quarterly report of any vehicle accidents or incidents involving riders. Northeast Mississippi Community Services, Inc. shall also provide an immediate incident report within twenty-four (24) hours to the City of Tupelo of any injuries to clientele during the provision of service.

VIII. ADDITIONAL REQUIREMENTS

Northeast Mississippi Community Services, Inc. will demonstrate the capability to fulfill the following professional and administrative requirements.

- Remain abreast of and abide by current, local, state and federal laws, regulations and policies affecting the provision of services. Northeast Mississippi Community Services, Inc. will propose services in accordance with Federal Transportation Administration (FTA) guidelines for drug testing of employees, safety/security, reporting, DBE program, certification and assurances, and vehicle maintenance.
- Northeast Mississippi Community Services, Inc. will provide records access upon City request.
- Northeast Mississippi Community Services, Inc. will provide a system of handling and resolving customer complaints as expeditiously as possible, including responding to all complaints within twenty-four (24) hours and maintaining a log of all complaints.
- Northeast Mississippi Community Services, Inc. is a private non-profit community action agency that offers several programs for the elderly, disabled, low income, and general public including transportation. Our agency began transportation services in 1978 in the counties of Alcorn, Prentiss, Tishomingo and Marshall. We operate a 5310 and 5311 transportation contract program with Mississippi Department of Transportation. We offer general public transportation in the counties of Alcorn, Prentiss, Tishomingo, Itawamba and Marshall. We offer a fixed and flex route system as part of contract services for Region IV Mental Health in the counties of Alcorn, Prentiss, Tishomingo and Desoto. With the support of MDOT, our contract partners, and our local elected officials, we have successfully provided transportation services within our service area.
- As part of the 5311 General Public Transportation program offered by NEMCS Inc., we provide curb to curb transit service to individuals within Alcorn, Prentiss, Tishomingo, Itawamba and Marshall Counties. This service requires the coordinated efforts of our staff in the functions of receiving, scheduling, and dispatching, of transportation personnel in order to provide not only adequate, but exceptional, transportation service

IX. AMENDMENTS

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties.

X. TERMINATION

This Memorandum of Understanding may be terminated by either party at the end of the agreed upon ending date of September 30, 2022.

XI. EXECUTION

The parties agree that this Memorandum of Understanding shall be submitted to both the executive branches of the City of Tupelo and Northeast Mississippi Community Services, Inc., and that nothing contained in this Memorandum of Understanding or any amendments thereto shall become effective until executed both by Northeast Mississippi Community Services, Inc. and the City of Tupelo.

WE, THE UNDERSIGNED, HEREBY AGREE TO THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO AND ITS GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.



STEVE GAINES, EXECUTIVE DIRECTOR
NEMCS, INC.

DATE 9/30/21

CITY OF TUPLEO AND GOVERNING BOARD

TODD JORDAN, MAYOR
CITY OF TUPELO

DATE