

**KANSAS CITY, MISSOURI – KCATA
AGREEMENT FOR
2024-2025 TRANSIT SERVICE, PARATRANSIT SERVICE AND ON-DEMAND FLEX
SERVICES
(May 1, 2024 – April 30, 2025)**

This Agreement, entered into this ____ day of April 2024, by and between the **Kansas City Area Transportation Authority** (hereinafter referred to as the “KCATA”), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, and the **City of Kansas City, Missouri** (hereinafter referred to as the “City”).

WITNESSETH that:

WHEREAS, a sound, efficient, and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District (hereinafter referred to as the “District”), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, The Kansas City Area Transportation Authority (Authority) is a political subdivision, body politic and corporate created by a bi-state Compact of the state of Kansas, K.S.A §12-2514 (1957), and the State of Missouri, R.S. MO. §238.010 (1965) and approved by the United States Congress, Pub.L.No. 89-599, 60 Stat. 825 (1966) and Pub. L. No. 90-395, 80 Stat. 826 (1968), and is authorized by the law to plan, own, operate, manage, and generally deal with public transportation systems and facilities in the District; and

WHEREAS, KCATA owns, operates, and manages public transportation facilities in the District for the benefit of all the citizens who reside therein; and

WHEREAS, the City desires to provide a reliable, efficient, and regional public transportation system which meets the mobility needs of its residents within the limits of available funds; and

WHEREAS, Section 92.418.1. of the Revised Statutes of Missouri authorizes the City to create and expend monies from the Public Mass Transportation Fund for the primary benefit of a public mass transportation system, motor pool operations and provision of special transportation services to elderly and disabled citizens of Kansas City (herein called “paratransit”); and

WHEREAS, the KCATA has requested authorization to expend monies from the Public Mass Transportation Trust Fund for public mass transportation services, motor pool operations and to provide special transportation services to elderly and disabled citizens of Kansas City; and

WHEREAS, as authorized by Section 94.605 of the Revised Statutes of Missouri, the City enacted a 3/8 percent City sales tax effective April 1, 2004 for a period of five years, renewed effective April 1, 2009 for a period of fifteen years and renewed effective April 1, 2024 for ten years for the purposes of operating, maintaining, equipping and improving the transit system provided by the KCATA for the City, and that all monies generated by the tax, that are not otherwise obligated by tax increment financing (TIF) statutes, should be remitted to the KCATA on a monthly basis;

WHEREAS, beginning in 2020 the City and the KCATA established and provided initial funding for the Zero Fare Transit Program which has and continues to provide economic, work-related, and transit benefits for the citizens of Kansas City; and

WHEREAS, the City desires to continue to support the continuation of all or part of the Zero Fare program or Functional Zero Fare program in keeping with an approved implementation plan

NOW, THEREFORE, for and consideration of the premises and the mutual covenants and Agreements hereinafter contained, the parties hereto agree as follows:

I. PUBLIC MASS TRANSIT SERVICE

- A. The City desires public transportation services (hereinafter referred to as "Contract Services"), set forth in **Attachments A.1, A.2, A.3 and A.4**, to be operated by the KCATA for the period May 1, 2024, through April 30, 2025 (hereinafter referred to as "Contract Period"), unless sooner revised or terminated by both Parties to this Contract.

The level of service, as generally set forth in **Attachments A.1, A.2, A.3 and A.4**, shall not be changed or be modified without the consent of the City. Should the KCATA or the City desire to modify the Contract Services, it shall give the other party notice of the proposed modification in writing in accordance with the procedure in **Attachment D**. If no objection is offered by the party receiving notice, said proposed modification shall become effective thirty (30) days after the date of notice. If an objection is offered, the parties will meet to reach a mutual agreement concerning the proposed modification.

The computations and, more specifically, the methodology documented in **Attachment C** attached hereto and made a part hereof are the accepted methods for determining the operational cost of the Contract Service and estimated deficit of the City for Fiscal Year 2024-2025.

- B. The KCATA and the City estimate the City’s total payment for the Fiscal Year 2024 – 2025 service to be up to **\$72,204,708.00**. **The Local Share that will be encumbered under this Agreement is \$70,851,783.00** (hereinafter referred to as the “**Encumbered Local Share**” (Section V.A.2). This estimate is based on the following components of cost and revenue applied to this Agreement and is further summarized in **Attachment A.4**:

Service Cost:

Fixed / Flex	\$ 90,333,393.00
Paratransit	\$ 13,200,000.00
IRIS On-Demand (Included also in FY22-23 Amendment 1)	\$ 9,100,000.00
IRIS On-Demand Marketing (Included in FY22-23 Amendment 1)	\$ 300,000.00
Full Employment Council	\$ 160,000.00
Total Service Cost (estimated)	\$ 113,093,393.00

Revenue:

Public Mass Transportation Fund	\$ 24,783,942.00
Zero Fare (Public Mass Transportation Fund)	\$ 4,800,000.00
KCATA 3/8 Cent Sales Tax	\$ 41,267,841.00

City of Kansas City, MO (FY25 “Encumbered Local Share”)	\$ 70,851,783.00
Applications of IRIS Savings from FY 2023-2024 Contracts	\$ 1,352,925.00
City of Kansas City, MO Subtotal	\$ 72,204,708.00
Other Revenue Sources	
Passenger Revenue	\$ 300,000.00
State of Missouri	\$ 1,000,000.00
Federal Preventive Maintenance	\$ 1,500,000.00
COVID (ARP and CRRSAA) or CMAQ	\$ 6,000,000.00
Other Funds	\$ 1,255,074.00
Total Estimated Revenue	\$ 92,259,782.00

The above estimates do not reflect any special one-time event services (e.g., special parade or event shuttles) which if operated in and for KCMO will be negotiated and defined separately if needed.

- C. The City and the KCATA hereby agree that KCATA shall provide the Contract Service to meet the following minimum service guarantees, unless otherwise approved by the City:
1. A portion of fixed route bus service (measured in vehicle platform hours) shall be provided using large buses, defined as a 40-foot transit or BRT bus or coach. The assignment of bus size to fixed-route bus service shall be directly proportional to each route’s ridership.
 2. All (100%) of the service identified as currently operating in **Attachments A.1, A.2 and A.3** shall be in service.
 3. Seventy-five percent (75%) of the City’s total payment for the *service* (the "Encumbered Local Share") must be used for direct operation expenses and also maintenance costs, and vanpool expenses. This calculation is done in keeping with the definitions in **Attachment E**.

II. RIDEKC FREEDOM (PARATRANSIT) ADMINISTRATION

- A. The City and the KCATA hereby agree that the KCATA shall perform all functions necessary for the administration, management and operation of paratransit for the period beginning May 1, 2024 and ending April 30, 2025.
- B. All major paratransit policy changes must receive the approval of the Director of Transportation prior to their implementation. The City shall have the right to inspect the books and records of the KCATA pertaining to paratransit at any time during regular business hours. The KCATA agrees to respond to requests of the City for reports of a general or special nature concerning paratransit.
- C. **Attachment A.2** summarizes the paratransit service provided by this agreement for May 1, 2024 through April 30, 2025.

III. ON DEMAND SERVICE

The City and KCATA have worked together to develop and implement the IRIS On-Demand transit service in the City of Kansas City, MO.

Fare revenue generated by the IRIS On-Demand service will be directed to cover IRIS service costs.

As per the FY 2023-2024 contract, for FY 2024-2025 the City will no longer fund RideKC Flex services.

Attachment A.3 summarizes the existing and anticipated on-demand service provided by this agreement for May 1, 2024 through April 30, 2025.

IV. SPECIALIZED SERVICES

The City and the KCATA hereby agree that the KCATA shall contract with the Full Employment Council in an amount not to exceed \$160,000 for the purpose of developing, contracting, implementing and providing operational support for services that are established to meet transportation needs not being met by public transit in the Kansas City area.

V. MAXIMUM OBLIGATION, METHOD OF REIMBURSEMENT AND REMAINING MONIES

A. MAXIMUM OBLIGATION

1. The operating expenses to be incurred by the KCATA in providing Contract Services under the terms of this Agreement is estimated to be not more than **\$113,093,393.00**.
2. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the City under this Contract shall be the total local share of **\$70,851,783.00 to be encumbered under this Agreement (“Encumbered Local Share.”)** If the actual total deficit and other factors are such that the KCATA deems the full Encumbered Local Share is not required, the KCATA may require payment of less than the total Encumbered Local Share or reimburse the City for a portion of the Encumbered Local Share previously paid.
3. The net operating revenue received by the KCATA hereunder will be used by the KCATA to operate and maintain the transit facilities and equipment used to provide the Contract Services.

B. METHOD OF PAYMENT

1. The method of payment of the Encumbered Local Share provided for in Section V.A.2 is as follows:
 - a. The City shall make a monthly payment (the “Monthly Payment”) to KCATA for each month of the Contract Period.
 - i. The KCATA will invoice the City for the Monthly Payment for fixed route, flex and paratransit by the fifth (5th) of the month service will be provided. IRIS and IRIS Marketing services will be invoiced each month separately.
 - ii. Following training, provided to KCATA staff on the City’s E-Builder system and KCATA’s satisfactory understanding of the E-Builder system, KCATA will submit invoices through E-Builder to the City. Invoices submitted by KCATA in E-Builder will include applicable fee adjustments due for previous months’ service consistent with Section VI.
 - b. The invoice amount of the Monthly Payment will be equal to one-twelfth (1/12) of the City’s portion of the Encumbered Local Share, plus any increase or less any deduction resulting from:
 - i. Adjustment due to Performance Measures for the preceding month(s), as defined by Section VI of this agreement; and
 - ii. Adjustment due to Local Share Reduction for the preceding month(s), as defined by Section V.D of this agreement.
 - c. Upon the City’s review and confirmation of the invoiced amount and its receipt and review of the corresponding Performance Measure monthly report, the City will provide the Monthly Payment to KCATA within 10 days of the City’s approval of the invoice and report data. Should the City find issues with an invoice they shall promptly notify KCATA CFO, Comptroller, and Deputy CEO.
 - d. Within one month of the execution of this agreement, the City and KCATA will meet to review the format and processes for invoicing and documentation of performance measures and any applicable fee adjustment.
2. The City and KCATA may mutually agree to amend this Agreement to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the Encumbered Local Share. When the Encumbered Local Share of the Operating Loss is reached, KCATA's obligation to furnish services shall terminate.
3. The KCATA recognizes that the contributing source of funds for the City’s payments hereunder is the Public Mass Transportation Fund and the KCATA 3/8 percent Sales Tax. Should the revenues available from these taxes prove insufficient to pay the Encumbered Local Share portion of the operating loss, this Agreement shall be amended to reduce the City’s obligation hereunder so as not to

exceed the amount available and that KCATA obligations may be reduced accordingly.

4. The City recognizes that the federal amounts attributable to services under this Agreement as identified in Section I.B is dependent on the amount of funding allocated by the Federal Transit Administration (“FTA”). Should the funding made available from the FTA be less than the estimate included in this Agreement, the parties understand and agree that this Agreement may be amended to increase the City’s obligation hereunder or reduce the amount of service provided so that the cost of the service does not exceed the total funding available.

C. REMAINING MONIES

If monies paid remain following the final April 2025 payment of any or all of the Encumbered Local Share for public mass transit service, or receipts from the 3/8-cent transportation sales tax, the KCATA may apply such remaining monies to any deficiency in either the Encumbered Local Share for public transit service or the City’s share of RideKC Freedom costs or place monies in a reserve fund for future expenses of City public transportation operated, maintained, equipped and improved by the KCATA. Passenger fare revenue generated by Iris shall be directed to cover Iris service costs.

D. LOCAL SHARE REDUCTION

Should KCATA reduce the number of public transportation service routes outlined in **Attachment A.1** (and as may be modified quarterly in keeping with the below) for more than one week (7 calendar days) or reduce the scheduled monthly revenue hours below what is established for each Quarter, the Encumbered Local Share provided by the City in the next Monthly Payment shall be reduced. The amount of reduction shall be proportional to the reduction in scheduled revenue hours as outlined in **Attachment A.1** and as may be revised on a quarterly basis in keeping with the below. As documented in **Attachment A.1**, the annualized total number of scheduled **revenue hours** accounted for by this agreement based on service beginning May 1, 2024 is **339,765**. The reduction may be determined using an allocation whereby the numerator is the actual number of scheduled revenue hours reduced from Contract Services contemplated within **Attachment A.1** and the denominator is the total number of scheduled revenue hours of service contemplated in **Attachment A.1**. This reduction will be applied to the City’s proportional share of the costs identified in Section V.B. on an annualized basis. If at the end of the Contract Period, the reported number of scheduled Revenue hours is less than the annualized total number of scheduled revenue hours in **Attachment A.1**, the reduction shall apply. If there is no forthcoming Monthly Payment within the Contract Period, the reduction shall be incorporated into the Transit Service Agreement for 2025-2026.

The quantity of scheduled revenue hours will be established for each quarter prior to the beginning of each new quarter and discussed with the City’s Director of Transportation and Transit Liaison. Any proposed modification to revenue hours shall be made in accordance with the procedures in **Attachment D**.

Any reduction in frequency of the routes (as opposed to reduction or elimination of the route) identified in **Attachment A.1** shall be governed in accordance with Section VI, Performance Measures and shall not be subject to an additional reduction associated with this Section.

VI. PERFORMANCE MEASURES

A. The City will monitor KCATA performance under this Agreement by jointly established criteria that seek to implement transit policy. KCATA shall report on the defined criteria (“Performance Measures”) listed in this section. KCATA shall report monthly to the City’s Director of Transportation as to KCATA’s compliance with each of the Performance Measures. By the twentieth (20th) of the month following the month in which service was provided, the KCATA will provide the City’s Director of Transportation and the Transit Liaison with reports as defined in **Attachment B**. Fee adjustment calculations to the invoiced Monthly Payment shall be made by KCATA based on compliance with the Performance Measures from the prior month(s), in accordance with Section V.B. KCATA will include in the report’s recommendations and/or actions taken to improve future performance. The City will promptly notify the KCATA if there are issues or questions regarding the performance measures or fee adjustment calculations and if there are impacts on invoice payments.

B. The established performance measures include the following:

1. Scheduled Service Not Provided – Fixed Route

KCATA’s goal is for all scheduled service to be operated and completed. The percentage of service operated shall be determined on a monthly basis as the actual number of revenue vehicle hours of service provided divided by the total number of revenue vehicle hours of service scheduled for that month. As documented in **Attachment A.1**, the annualized, anticipated number of scheduled **platform hours** based on May 1, 2024 service levels is **472,974**, and the annualized, anticipated number of scheduled **revenue hours** is **339,765**. However, the revenue hours of scheduled service may be adjusted on a quarterly basis as part of KCATA’s quarterly mark-up and a new monthly baseline developed for purposes of this performance measure based on each quarter’s mark-up and scheduled revenue hours. Any proposed modification to platform hours shall be made in accordance with the procedures in **Attachment D**.

KCATA shall maintain records of revenue vehicle hours of service performed and scheduled and provide monthly reports to the City showing this information. Service that is not provided due to circumstances beyond KCATA’s ability to control shall be noted, and that service removed from calculation of fee adjustment with City approval. It is agreed that on days when there are significant events beyond KCATA’s control that impact the transit system as a whole (e.g., major events, parades, severe weather, etc.) data for these days may be excluded and noted in the report to the City.

If the City does not agree with the service removed from the calculation of fee adjustment, the City will notify KCATA, at which time, the Parties will meet and mutually agree to what shall be excluded to calculate this fee adjustment.

The following performance adjustments shall be applied to the contract monthly invoicing of the Monthly Payment:

Percent of Revenue Hours of Scheduled Service Provided	Monthly Fee Adjustment
97% and above	None
Below 97%	\$181 per scheduled revenue hour not operated

Payment of the submitted Monthly Payment in the invoiced amount shall serve as notice that the City agrees with KCATA’s calculations associated with this performance standard, absent willful misconduct, falsification of records, fraud, mistake or negligence by KCATA.

2. On-Time Performance – Fixed Route

The services in **Attachment A.1** are to be operated on-time and within an operating schedule and plan developed by KCATA, which plan may be changed or amended by KCATA from time to time, consistent with the terms of this agreement.

“On time” is defined for the purposes of this fee adjustment to be no more than 2 minutes early or 6 minutes behind schedule.

Service is late if it is more than 6 minutes behind schedule at a time point.

The achieved on-time percentage shall be determined on a monthly basis as the percentage of time points crossed on time.

KCATA shall maintain daily records of on-time performance and prepare monthly reports for the City.

The monthly reports need not report on late trips which were beyond KCATA’s control that impacted performance. Such circumstances include - but are not limited to - special events, passenger-related delays, route blockages or detours, accidents, natural disasters, vandalism, police or other emergency activities, labor interference (excluding labor interference by KCATA employees or subcontractors), adverse weather (e.g. snow emergencies), road and utility construction or any other cause beyond KCATA’s control which were not directly or substantially caused by KCATA’s negligence or mistakes and which impact a trip performance, and services so impacted shall be removed from the calculations of fee adjustment. Causes beyond KCATA’s control do not include non-operational activities,

including but not limited to increased reporting requirements and insufficient operating capital.

If the City does not agree with the scheduled trips removed from the calculation of fee adjustment, the City will notify KCATA, at which time, both Parties will meet and mutually agree to the trips removed and the resulting on-time performance percentage operated for the given month. Any unresolved disputes shall be held in accordance with the dispute resolution provisions of Section IX.

The following performance adjustments shall be applied to the contract monthly invoicing of the Monthly Payment:

Services On-Time	Monthly Fee Adjustment
>95%	\$ 0.00
90% - 94.99%	\$ 3,500.00
85% - 89.99%	\$ 7,500.00
80% – 84.99%	\$ 15,000.00
< 80%	\$ 50,000.00

3. Paratransit Service Performance Report

The RideKC Freedom ADA paratransit service is defined in **Attachment A.2**. Performance will be reported monthly and annually. KCATA will supply the City with a Monthly Trip Summary and an On Time Performance Report for this service. KCATA will also provide the monthly and annual FTA NTD S-10 report.

This service is operated by third party vendors on behalf of KCATA. On time performance goals with the current operating vendors is set with expectation of 90% and a goal of 95% on time as on-time performance is a reflection of trip pickups that are more than fifteen (15) minutes after the time negotiated and stated to riders. This is defined in the KCATA ADA vendor contract as follows: “On-Time Performance: All contractors/providers shall strive and conduct operations to perform all pickups and drop-offs on-time. All pickups and drop-offs shall be completed on time or as close to on time as possible. Pickups will be considered "on-time" if drivers arrive at the pickup location no more than fifteen (15) minutes after the time negotiated and stated to riders. A minimum on-time pickup rate in any given month of 90% or better is required and a rate of 95% or better is desired.”

Paratransit Fee Adjustment

ADA Trips Completed	Monthly Fee Adjustment
Trip Pickup Completed On-Time (≤ 15 min. after the agreed-upon time)	\$0 per trip

ADA Trips Completed	Monthly Fee Adjustment
Trip Pickup Completed >15 min. to ≤30 min. after the agreed-upon time	\$10 per trip
Trip Pickup Completed >30 min. after the agreed-upon time	\$30 per trip
Trips Cancelled by the Vendor	\$50 per trip

4. On-Demand Flex Services (IRIS).

KCATA will report monthly on on-demand flex service metrics including ridership, average wait times, average trip duration, average trip rating and fare revenues collected.

5. Timely Report Submission

As detailed herein, KCATA shall submit reports demonstrating conformance with Performance Measures, capital and operating costs and revenue for Contract Services by route, as defined by the Reporting items identified in **Attachment B**. Such reports will provide data for the current month and year to date. KCATA shall ensure that reports are submitted in a timely manner and shall prepare a plan to implement such reporting requirements. A fee adjustment of \$100 for each workday that reporting is late shall be imposed for every report which is not timely submitted, as defined by this agreement.

Payment of the submitted Monthly Payment in the invoiced amount shall serve as notice that the City agrees with KCATA’s calculations associated with this performance standard, absent willful misconduct, falsification of records, fraud, mistake, or negligence by KCATA.

6. Service Modifications without City Notice

As detailed herein, the level of service, as generally defined in **Attachments A.1, A.2 A.3 and A.4**, shall not be changed or modified without the consent of the City. This includes service frequency for each route. Any proposed modification to the Contract Services shall be made in accordance with the procedures in **Attachment D**. Any service modification requiring emergency notification must be approved by the City’s Director of Transportation. A \$250 fee adjustment shall be imposed for any and each service modification implemented by KCATA without City consent, as defined by this agreement.

Payment of the submitted Monthly Payment in the invoiced amount shall serve as notice that the City and KCATA are in agreement on the Contract Services

performed in the month relative to the notification and procedures required for this performance standard, absent willful misconduct, falsification of records, fraud, mistake, or negligence by KCATA.

VII. ROUTINE REPORTING

- A. If KCATA forms a citizen’s or customer advisory committee, a representative of the City shall serve on such committee.
- B. In addition to the Performance Measures documented in Section VI of this agreement, KCATA will provide to the City reports covering operations and maintenance metrics and costs for the Contract Services in the timeframes indicated, as defined by **Attachment B**. Each report will be jointly reviewed by the City’s Transit Liaison and other interested City and KCATA representatives.

By the twentieth (20th) of the month following the month in which service was provided, the KCATA will provide the City’s Director of Transportation and Transit Liaison with reports as defined in **Attachment B**:

- 1. Reports will show performance measures, capital and operating costs and revenue for Contract Services by route. The report will also provide a reconciliation of subsidy amounts with the payment provided in keeping with Section I.B. The report will detail the Local Share and Federal and State Share amount used to cover the month's service deficit. For each route, the report will document the bus/vehicle type and/or size.
 - 2. RideKC Freedom, RideKC Freedom on Demand, and other On-Demand service (IRIS) reports will document the services performed under this contract, as defined by Section II, Section III and **Attachment B**.
 - 3. Other reporting metrics, defined by **Attachment B**, include safety and security, and customer satisfaction.
- C. The KCATA fiscal year ends December 31, 2024. KCATA will prepare a non-financial monthly report for December service by January 15, 2025. KCATA will close its FY 2024 books on January 27, 2025, and it will submit the complete December financial report by February 15, 2025, for City review and reconciliation.
 - D. The KCATA will present to City Council on its use of City funds (Local Share) at least once during the fiscal year, and more than that at the request of the City Council.

VIII. MISCELLANEOUS

- A. The City recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform with various regulations and requirements of the Federal Transit Administration (FTA) in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the City agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The City will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the City for the auditors upon reasonable request of the City.
- B. This contract contemplates, subject to approval by the KCATA Board, the use of funding from the KCATA Sales Tax Reserve Fund for Kansas City, Missouri to be applied over the life of the contract. Further, the City and KCATA will work together to develop a sustainable service and funding plan to be reflected in the next City and KCATA contract – 2025/2026.
- C. It is a condition of this Agreement that the KCATA, as a political subdivision of Missouri and Kansas is providing transit services as set forth herein for the City under this agreement agrees to comply with the Federal and State Employment laws as required by state and federal laws. KCATA also agrees that is has an Affirmative Action Program that is consistent with Federal law, the KCATA may defend vigorously against any claim that it has committed an unlawful employment practice, and an adverse judicial decision on such a claim shall not necessarily mean that KCATA has violated its obligations under this subsection

It is a condition of this Agreement that the KCATA, as a contractor doing business with the City, or any contractor, acting in any way as a subcontractor under this Agreement, agrees to refrain from any unlawful employment practice as presently defined in Section 38-103 , Code of Ordinances of Kansas City, Missouri; and further, the KCATA agrees to implement the Certificate of Compliance of Affirmative Action Program as submitted in connection with this Agreement and that, the KCATA shall be bound by the terms of Article II, Section 38-31 and Rules and Regulations promulgated for administration of Section 38-31.

1. The KCATA, or any subcontractor employed under this Agreement, is hereby deemed to agree to permit the Director of Civil Rights and Equal Opportunity, the Director's duly, authorized agents or employees, access at all reasonable times to all such persons, books, papers, records, reports or accounts in which the Affirmative Action Program is filed, and to furnish such further information as may be required by the Director of Civil Rights and Equal Opportunity all within ten (10) days of the date requested, in writing.
2. If the KCATA shall fail, refuse or neglect to comply with the terms of these Agreement conditions, such failure shall be deemed a total Breach of Agreement, and the KCATA or its subcontractor shall be subject to the provisions in Article II, Section 38-83 relating to failure to comply.

- D. The KCATA shall indemnify, save and hold the City harmless from any and all damage, loss or liability of any kind whatsoever, including, but not limited to, any loss occasioned by reason of any injury to property, or third persons occasioned in whole or in part by any act, omission, neglect or wrongdoing of the KCATA or any of its officers, agents, representatives or employees of the KCATA. At its own costs and expense, the KCATA will defend all losses arising there from in providing services described in Section I of this agreement.
- E. The KCATA and the City agree that the City is not a party in any of its labor negotiations with the Amalgamated Transit Union (Local 1287).
- F. KCATA shall engage a Certified Public Accountant (CPA) to conduct a financial audit. The CPA in turn shall submit the audit, a management letter and a response to the management letter, an internal control structure analysis and report to the City Auditor within six (6) months of the end of the year of the KCATA's fiscal year.
- G. Recognizing KCATA's valuable partnership with the City of Kansas City, Mo., KCATA will provide, at no additional expense, bus advertising to promote City programs, departments, events or other public service information: (1) full bus wrap per year; (100) interior signs per month; (10) kings or tails per month not to exceed \$5,000 at current KCATA market rates. City requests should be coordinated through the Public Works Department. This agreement applies to space only. All production and installation fees must be paid at the City's cost.
- H. The KCATA and the Kansas City Office of Emergency Management (OEM) cooperatively developed a mass evacuation operational plan for Kansas City that includes the use of KCATA's buses. The mass evacuation operational plan is included in the Kansas City Local Emergency Operations Plan (LEOP). The LEOP defines: 1) who may activate KCATA resources on behalf of the City; 2) KCATA contact information in case of activation of the plan; 3) the KCATA resources and routes to be utilized; 4) procedures for prioritizing KCATA resources when there are conflicting demands for service; and 5) a cost recovery plan recognizing that KCATA has limited funding resources. The KCATA shall provide a point of contact between the City and KCATA during large scale winter storms or other hazardous situations that may occur. If required by the City, KCATA will provide a representative to be physically located at the Emergency Operations Center, 635 Woodland, Suite 2107, Kansas City, Missouri who will serve as a liaison between the City of Kansas City, Missouri and the KCATA during large scale winter storms and other hazards as may be mutually agreed upon. The Office of Emergency Management will provide basic training to the KCATA liaison on Emergency Operations Center equipment and processes as necessary.
- I. Snow Removal Operations –KCATA and the City recognize the importance of keeping streets and roadways passable and safe for transit operations during winter snow and ice events. KCATA has three tandem dump trucks equipped with snowplows and salting equipment and three pick-up trucks similarly equipped that upon request of the City will be deployed by KCATA to plow and spread salt, as appropriate, on City roadways used for transit services. The City and KCATA will coordinate on such deployments and the City

will support KCATA in acquiring salt and/or other necessary materials so as to make the most productive use of these resources.

- J. The City, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA and the KCATA agrees to make all such records available to the City for the auditors upon the reasonable request of the City.
- K. The KCATA agrees to cooperate fully with any performance audit conducted by the City Auditor on behalf of the City.
- L. Should the KCATA or the City desire to modify this service agreement, it shall give the other party notice of the proposed modification in writing and representatives of each agency will meet to reach a mutual agreement concerning the proposed modification. Any amendments issued after execution of the Agreement shall be treated as though fully set forth herein.
- M. The City desires to provide zero fare for the transit rides in KCMO for City residents that meet agreed upon eligibility requirements. KCATA and City will cooperate on an implementation plan to provide Zero Fare or Functional Zero Fare for those needing such services.
- N. It is a condition of this Agreement that the KCATA, as a quasi-governmental agency or organization whose primary purpose is providing or performing governmental functions, activities or services on behalf or for the benefit of the City which receives twenty-five percent or more of its annual funds from the City, shall comply with the requirements of Section 2-1656, Code of Ordinances of Kansas City, Missouri, and ensure that any employee hired or promoted to serve at a director level, including but not limited to president, vice president, chief administrative officer, chief executive officer or chief financial officer be residents of the City as defined by said Code provision.

Notwithstanding the foregoing, pursuant to Section 2 of Committee Substitute for Ordinance No. 200473, As Amended, the provisions of Section 2-1656 of the Code of Ordinances of Kansas City, Missouri shall not apply to any current director level officer who was employed by KCATA prior to August 1, 2020, and continues to be a nonresident.

- O. It is a condition of this Agreement that the KCATA, as a quasi-governmental agency or organization whose primary purpose is providing or performing governmental functions, activities or services on behalf or for the benefit of the City which receives twenty-five percent or more of its annual funding from the City, shall comply with the Humane Wage Requirements of Section 2-1657, Code of Ordinances,

IX. DISPUTE RESOLUTION

In the event that the two parties to this Agreement are unable to resolve any dispute related to this Agreement, the two parties agree to resolve any such issue in this manner. Upon request by either party, the Director of Transportation of the City shall meet with an individual designated by KCATA. If those individuals are unable to resolve the issue, the City Manager of the City and

CEO/GM of KCATA shall meet. If the issue remains unresolved, the two parties agree to participate in mediation before a mediator agreed to by both parties. Costs of the mediation shall be shared equally between the two parties.

X. ATTACHMENTS

The following documents are attached hereto and are incorporated as though fully set forth herein:

Attachment A – Contract Services

A.1 – Fixed Route Service

A.2 – Paratransit Service

A.3 – On-Demand Services

A.4 – Service Cost Estimate

Attachment B –Reporting Requirements

Attachment C – Revenue and Cost Allocation Procedures

Attachment D - Procedure for Modifying Contract Services Provided by KCATA

Attachment E - Direct and Indirect Operating Expense Definitions

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

KANSAS CITY, MISSOURI
A MUNICIPAL CORPORATION
OF MISSOURI

KANSAS CITY AREA
TRANSPORTATION AUTHORITY

Jason Waldron
Director of Transportation
Department of Public Works

Reginald Townsend
Board of Commissioners Chair

Samantha Overman
Assistant Board Secretary

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

ATTACHMENTS