

Kansas City Area Transportation Authority and the City of Independence, Missouri
A contract for Fixed Route, Paratransit (Inter-jurisdictional and Intra-jurisdictional) and
Transit Management Services

THIS CONTRACT entered into this ____ day of _____, 2022 between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **THE CITY OF INDEPENDENCE, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

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 KCATA is a public agency authorized by law to plan, own, operate, manage and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

WHEREAS KCATA directly operates inter-jurisdictional fixed-route transit services on Route 24, Independence Ave and portions of the route operate within the Community and the Community is desirous of having the KCATA continue to provide this service on Routes 24 within the City of Independence; and.

WHEREAS KCATA provides paratransit services via contract providers; and

WHEREAS, the Community desires for KCATA to provide inter-jurisdictional and intra-jurisdictional paratransit services; and,

WHEREAS, the Community contracts directly for fixed-route public transportation services within the City of Independence with a third-party contractor (First Transit Corporation); and

WHEREAS, the Community desires for KCATA to provide transit management services that include managing the Community's contract with First Transit Corporation for fixed-route public transportation within the Community;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Services To be Provided By KCATA

KCATA will provide the following services to the Community:

A. Fixed-Route Inter-jurisdictional Transit Service

1. The Community requests inter-jurisdictional fixed route public transportation services (hereinafter referred to as "Fixed Route Service"), as set forth in Attachment "B," be operated by the KCATA for the period July 1, 2022, through June 30, 2023 ("Initial Term"), unless sooner terminated per the provisions of this contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or modified without the consent of the Community.
3. The costs of the fixed route inter-jurisdictional services provided by KCATA are governed by the formula set forth in Attachment "A" adopted in April, 1976, modified in August, 1977, revised in April, 1983, and December 1997. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the Fixed Route Service directly provided by KCATA (hereinafter referred to as "Local Share") to be **\$18,788** for the term. This estimate is based on the following components of cost and revenue to be applied to the Fixed Route Services:

Estimated Fixed Route Service Cost	\$364,730
Estimated Passenger Revenue	(\$ 0)
Estimated Total Deficit	<u>\$364,730</u>
Federal PM	(\$50,272)
COVID Funds Zero Fare	(\$66,611)
COVID Funds Additional	(\$235,412)
State of Missouri Funds	<u>(\$ 2,376)</u>
Local Operating Contribution – Fixed Route	\$10,059
Local Capital Contribution	\$ 8,730
Local Share	<u>\$ 18,788</u>

5. The Community's estimated passenger revenue for Fixed Route Service is \$0 for the Initial Term. If the estimated passenger revenue is less than the estimation of \$0, the Community shall be responsible to provide additional local contributions to cover any difference. It is the understanding of the parties that, with the exception of passenger revenue falling below \$0 the maximum obligation of the Community for these inter-jurisdictional fixed route transit services under this contract shall be the sum of **\$18,788**.
6. The method of payment of the Local Share provided for in Paragraph A4 is as follows:
 - a. The Community's monthly Local Share will be one-twelfth of the estimated

Community portion of the total deficit amount.

b. The KCATA will invoice the Community for 100% of Community monthly estimated Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.

c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Fixed Route Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share required by the reconciliation will be invoiced at this time, to be paid within twenty days.

d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit.

e. The KCATA will provide the Community with a final reconciliation of fixed-route service and any outstanding amount due at the end of the Initial Term. The Community shall pay the amount due within twenty days of receipt of the final invoice.

7. When the estimated total deficit of \$364,730 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this contract to provide additional Local Share or to adjust the level of service so that the cost of Fixed Route Service will not exceed the contractual Local Share.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph A4 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share or to adjust the level of service. If a satisfactory amendment providing additional funding is not agreed to by both parties within 30 days of the KCATA's notification to the Community of the loss of federal or state funding, KCATA's obligation to furnish Fixed Route Service will terminate and be of no further effect under this contract.

B. ADA Inter-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to take ADA inter-jurisdictional trip reservations and to provide ADA complementary paratransit services for inter-jurisdictional trips federally required as a result of fixed-route service operated by KCATA and the Community and/or the Community's third-party contractor for fixed-route transit services.

2. The reservation telephone line for trips for inter-jurisdictional paratransit service is 816-842-9070.
3. The Community will provide KCATA electronic map files with schedule times in the form and format specified by KCATA for all intra-City fixed routes operated by the Community's contractor(s) in order to identify trip requests qualifying as ADA required accurately. The updated electronic map with scheduled times will be provided to KCATA no later than 45 days before the initiation of service under this contract and no later than 45 days before any fixed-route service changes (changes include routing and time schedules). If the Community changes its intra-city fixed-route alignment and/or schedules, KCATA may charge \$1,000 for each additional change required updating KCATA's electronic files in order to determine ADA trip requirements. Any additional charges incurred by KCATA as the result of the service charge will be invoiced to the Community for reimbursement.
4. If the Community fails to provide the electronic information specified in paragraph B.3., above, in the form specified and/or within the time specified, KCATA may terminate its obligations under this contract to provide ADA complementary paratransit service. If the Community's failure to provide the electronic information as specified results in violations of ADA regulations or guidelines, the Community will be solely liable for any claims, penalties, fines, or other liability and shall wholly indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs, and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of such failure to provide the electronic information as specified.
5. Cost for the operation of ADA inter-jurisdictional paratransit service provided by KCATA is based on two components:
 - a. Base cost per trip, exclusive of fuel, at the cost of \$44.00 during the contract period.
 - b. Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at \$2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.
6. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.
7. The Community and KCATA agree that in the event the Community fails to remit

funds when due to KCATA, the Community shall have breached the agreement, and a notice of Breach of Contract may be issued by the KCATA per this agreement.

8. Invoices shall be based on billable passenger trips, which will be 50% of actual inter-jurisdictional passenger trips provided that have either the pickup or dropoff in the City of Independence. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph B5 above.

The total cost for ADA Inter-jurisdictional Paratransit Service shall not exceed \$172,698. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be \$0. This estimate is based on the following components of cost and review to be applied to the contract:

ADA Inter-jurisdictional Paratransit Service Cost

Estimated Service	\$164,296
Fuel Cost	\$8,402
Estimated Passenger Revenue	(0)
Estimated Net Service Cost	<u>\$172,698</u>

Source of Funds

Federal Medicaid	(\$ 1,500)
CARES Act Funding	<u>(\$171,198)</u>
Local Share - ADA Inter-jurisdictional	<u>\$ 0.</u>

9. When the total estimated service cost of \$172,698 for ADA inter-jurisdictional services stated in paragraph B8 is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services. If the Community fails to provide additional monies, resulting in violations of ADA regulations or guidelines, the Community will be solely liable for any claims, penalties, fines, or other liability and shall wholly indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs, and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the Community's failure to provide sufficient funding to comply with ADA complementary paratransit regulations and guidelines.
10. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph B8 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share. If a satisfactory amendment is not agreed to within 30 days of KCATA's notice of the need for additional Local Share, KCATA's obligation to furnish ADA Inter-Jurisdictional Paratransit Services pursuant to this contract shall terminate and be of no further effect.

C. Intra-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to provide intra-jurisdictional paratransit services – both Intra-jurisdictional ADA complementary paratransit and Intra-jurisdictional Non-ADA paratransit services.
2. These services will be branded as Ride KC IndeAccess Services, and vehicles will be marked as such, and the service marketed as such.
3. The reservation telephone line for trips for intra-jurisdictional paratransit service is 816-842-9070.
4. The ADA complementary paratransit services will be operated in compliance with FTA and ADA complementary paratransit requirements. The non-ADA paratransit service will be operated per the requirements of the City of Independence.
5. The Community will provide KCATA electronic map files with schedule times in the form and format specified by KCATA for all intra-city fixed routes operated by the Community and/or its third-party contractor in order to identify trip requests qualifying as ADA required accurately. The electronic map with scheduled times will be provided to KCATA no later than 45 days before the initiation of service under this contract and no later than 45 days before any fixed-route service changes (changes include routing and time schedules) thereafter. If the Community changes its intra-city fixed-route alignment and/or schedules, KCATA may charge \$1,000 for each additional change required updating KCATA's electronic files in order to determine ADA trip requirements. Any additional charges incurred by KCATA as the result of the service charge will be invoiced to the Community for reimbursement.
6. If the Community fails to provide the electronic information specified above, in the form specified and/or within the time specified, KCATA may terminate its obligations under this contract to provide ADA complementary paratransit service. If the Community's failure to provide the electronic information as specified results in violations of ADA regulations or guidelines, the Community will be solely liable for any claims, penalties, fines, or other liability and shall wholly indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs, and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of such failure to provide the electronic information as specified.
7. Cost for the operation of intra-jurisdictional paratransit service provided by KCATA is based on two components:

- Base cost per trip, exclusive of fuel, at the cost of \$44.00 during the contract period.
 - Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at \$2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.
8. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.
9. Invoices shall be based on billable passenger trips. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph C.7 above. ADA certifications will be billed based on the actual number of certification requests reviewed each month. For the Fixed Costs, one-twelfth of the stated cost will be billed each month.

A. **ADA Complementary Service within the Community (Intra-jurisdictional ADA).** The total cost (direct, fuel, fixed, and certification) for intrajurisdictional ADA complementary services shall not exceed \$365,474 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$40,211**. This estimate is based on the following components of cost and review to be applied to the contract:

Intra-jurisdictional ADA Service Cost

Estimated ATA Intra-jurisdictional Service Cost	\$348,070
Certifications	\$2,789
Fuel	\$ 14,615
Fixed Cost	\$ 0
Estimated Passenger Revenue	<u>\$ (0)</u>
Estimated Net Operating Cost	\$365,474

Source of Funds

Federal Section 5307 funds	(\$ 70,000)
COVID Funding	<u>(\$255,263)</u>
Local Share	<u>\$ 40,211</u>

When the total estimated service cost of \$365,474 for ADA intra-jurisdictional services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services within 30 days. If the Community fails to provide additional monies,

resulting in violations of ADA regulations or guidelines, the Community will be solely liable for any claims, penalties, fines, or other liability and shall wholly indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs, and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the Community's failure to provide sufficient funding to comply with ADA complementary paratransit regulations and guidelines.

B. Non-ADA Paratransit Service within the Community (Intra-jurisdictional Non-ADA paratransit). The total cost for intrajurisdictional Non-ADA services shall not exceed \$58,835 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$29,418**. This estimate is based on the following components of cost and review to be applied to the contract:

Non-ADA Intra-jurisdictional Paratransit Service Cost

Estimated Intra-jurisdictional Non-ADA Paratransit Service Cost	\$56,712
Fuel	\$ 2,123
Fixed Fee	\$ 0
Estimated Passenger Revenue	(\$0)
Estimated Net Operating Cost	\$58,835

Source of Funds

Section 5310 (Federal)	(29,417)
Local Share	\$29,418

When the total estimated service cost of \$29,418 for Intra-jurisdictional Non-ADA services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services. If the Community fails to provide additional monies, resulting in violations of regulations or guidelines, the Community will be solely liable for any claims, penalties, fines, or other liability and shall wholly indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs, and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the Community's failure to provide sufficient funding.

D. Transit Management Services

1. KCATA will manage the Community's contract with First Transit Corporation for the provision of intrajurisdictional fixed route transit and related services within the

Community for the Initial Term. The Community's First Transit contract is included in Attachment C. In addition to the provision of direct services by First Transit, the Community's contract requires First Transit to provide related services that include but are not limited to pass sales, marketing, real-time information, cleaning and maintenance of passenger amenities, maintenance of the IndeBus website, etc. KCATA will oversee contractor performance on all aspects of their contract.

2. KCATA will access federal grant funds for the ADA Complementary paratransit services identified in this contract.

3. KCATA will monitor First Transit Corporation's compliance with the requirements of the contract, and that service is provided in compliance with the Community's contract. The contract will remain between the Community and First Transit, and this Contract with KCATA will not alter this arrangement. KCATA will be responsible for notifying the Community of any contract violations, contract issues, or the need for new procurements or renewals. The Community will cooperate with the KCATA on an as-needed basis to enforce the contract with First Transit.

4. KCATA will provide Fixed Route customer service functions, including call center services (using schedule data provided by the Community or the Community's Contractor), route information, and trip planning. The Community will regularly provide or cause their contractor to provide KCATA such information as is necessary for KCATA to provide customer information. KCATA will coordinate with the Community's contractor (First Transit) to record, investigate, and respond to customer complaints and inquiries from the public and the Community about Intra-jurisdictional transit services.

5. KCATA will review monthly invoices from the Community's contractor and make recommendations to the Community regarding payment of the invoice by the Community.

6. KCATA Management Services Invoicing. KCATA will provide the Community monthly invoices for the contract management functions. Each invoice will include a brief report on activities provided by the KCATA.

7. The Community will take the following actions regarding the contract management portions of this contract:

- a. Designate a transit liaison that will serve as the initial point of Community contact for KCATA regarding the transit management services.
- b. The Community will provide KCATA access to and/or copies of all relevant contracts, agreements, planning documents, or other documents relative to the provision of fixed-route transit services via a contract with First Transit.
- c. Notify the City's contractor(s) that KCATA will be serving as the Community's representative with regard to these contracts or agreements for transit services.

- d. Respond quickly to issues raised by KCATA and provide necessary guidance as requested by KCATA regarding Community transit services and transit management
- e. Remit payment to the KCATA for services rendered under this contract within thirty (30) days of receipt of invoices submitted

8. **KCATA COMPENSATION.** KCATA will provide the transit management services of this section for \$46,925 per year during the agreement term.

E. Summary of Community Share of Costs

1.	Inter-jurisdictional Fixed Route Services	\$ 18,788
2.	Inter-jurisdictional ADA Paratransit	\$ 0
3.	Intra-jurisdictional ADA Paratransit	\$ 40,211
4.	Intra-jurisdictional Non-ADA Paratransit	\$ 29,418
5.	Transit Management Services	\$ <u>46,925</u>

Total Community Share of Costs **\$ 135,342.**

Section 2. General Provisions of this Contract

A. Either party may terminate this contract without cause by giving a sixty (60) day written notice to the other party, specifying such cancellation, and the effective date of the cancellations will be the first Sunday of the calendar quarter following the quarter of notification.

B. The Community recognizes that the KCATA, as the regional transit authority and principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance. In this regard, the Community 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.

C. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS.

As a condition of receiving 5307 funds from the FTA, the KCATA and Community must comply with 49 U.S.C. § 5307. The Community will provide any information or certification the KCATA deems necessary to comply with any FTA request, state or federal law, rule or regulation, including but not limited to 49 CFR § 673.11(d), 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13. The Community provide a copy and certify that it has drafted a public transportation agency safety plan, and that safety plan that has been approved by the provider's Accountable Executive and Board of Directors or Equivalent Authority (as those terms are defined at 49 CFR § 673.5).

Per the FTA, the subrecipient/Community shall timely allow the KCATA to monitor the activities of the subrecipient/Community as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The Community will:

- (1) Allow the KCATA to timely review financial and performance reports;
- (2) take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Community from the KCATA that are detected through audits, on-site reviews, and written confirmation from the Community highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Accept the KCATA issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 and take any required action.
- (4) Participate in (monthly) meetings for hazard mitigation updates and review.
- (5) Send to the KCATA regular documentation validating timely mitigations and general performance regarding ASP compliance detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (6) Allow the KCATA to perform scheduled and unscheduled site visits.
- (7) Allow the KCATA to participate and approve actions addressing applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521.
- (8) Timely send to the KCATA any other related or information, inspection, or audits its deems appropriate, including but not limited to safety and financial information it deems necessary to comply with auditing and safety measures.

D. The Community at its expense shall have the right to cause an audit to be made of the books and records of the KCATA relative to this contract, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

E. The Community and KCATA hereby agree that if the Community fails to appropriate funds needed to make payments, the Community shall provide 60 days written notice indicating funding will not be allocated for services provided by KCATA.

F. The KCATA will provide the Community fixed route ridership reports twice per contract year, including July through December and January through June. The reports will include a summary of ridership activity with comparison to the same time period of the previous year. The reports will be provided to the Community no later than 45 days after the end of the Initial Term. KCATA will provide the Community one report per year, reflecting the average annual ridership on an hourly basis for all fixed routes the Community contracts with KCATA. This report will be provided no later than 45 days

after the end of the calendar year.

G. The Community and KCATA hereby agree that in the event the Community fails to remit funds due to KCATA, the Community shall be in breach of this contract. Notice of Breach of Contract will be issued per paragraphs below.

H. In the event the Community fails, refuses or neglects to comply with the terms of this contract, the Community shall be in breach of this contract, and the KCATA shall be entitled to legal recourse against the Community, including the recovery of its costs and other damages and reasonable attorney fees, whether or not suit is commenced.

I. In the event of a breach of the contract by the Community, the KCATA shall notify the Community of a default under this contract, and the Community shall have 30 days in which to cure the default. In such a case, the written notice of termination will state the time period in which a cure is permitted and other appropriate conditions. If the Community fails to remedy to the KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the 30 days, the KCATA shall have the right to terminate the contract without any further obligation to the Community. The KCATA shall also have all other remedies at law and in equity.

J. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

K. All notices and communications on all matters regarding this contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Robbie Makinen, CEO/President
Kansas City Area Transportation Authority
1200 E. 18th St.
Kansas City, Missouri 64108

With copies to Chuck Ferguson and Jameson Auten at the same above address

If to Community: Zachary Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

With a copy to Tom Scannell, Community Development Director at the same above

address

L. The parties are entering into this contract with an expectation that KCATA shall manage these services for the foreseeable future. As stated above, the term shall commence on July 1, 2022, and shall expire on June 30, 2023; provided; however, this contract shall automatically renew for successive 1-year terms, beginning July 1, 2022, unless either the Community or the KCATA provides written notice of termination on or before 60 days prior to the Initial Term.

M. Missouri law shall apply to the interpretation and enforcement of this contract.

N. The parties agree to obtain and keep in force during the term of this contract the policies of insurance with the coverage set forth on Attachment D.

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

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Melissa Bynum
Board of Commissioners Chair

ATTEST:

By: _____
Witness

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker
City Manager

ATTEST:

By: _____
Rebecca Behrens
City Clerk

ATTACHMENT "A"

**REVENUE AND COST ALLOCATION PROCEDURES
KCATA INTER-CITY FIXED ROUTE SERVICES**

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passenger's ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that Community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

C. Indirect Operating Expenses - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction if agreed to by both parties.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.
- E. **Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- F. **Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- G. **Service Added after December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect to Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc

ATTACHMENT B –

CITY OF INDEPENDENCE

INTER-COMMUNITY ROUTES

(Effective July 1, 2022, through June 30, 2023)

Service to Independence will be provided by one route –the 24 Independence Avenue Route via Winner Road.

For the purposes of this contract, rush hour shall be defined generally as that period of the morning and evening when demand for transportation is at its peak from persons commuting to and from their places of business. These times are generally between 6:00 a.m. and 8:30 a.m. during the morning rush hour and between 4:00 p.m. and 6:30 p.m. in the evening.

The one inter-community route will operate as described below:

#24 INDEPENDENCE ROUTE – MONDAY THROUGH SATURDAY

The route will operate between downtown Kansas City, Missouri, and the Independence Metro Center via Independence Avenue/U.S. 24 Highway, Winner Road, Spring Street, White Oak Avenue, Noland Road, and Truman Road. In addition to the Independence Metro Center, this route would provide service to Van Horn High School, the Englewood Shopping District, and the RLDS Auditorium. On weekdays there will be 15 one-way trips on this line, providing service approximately every sixty minutes from 5:35 a.m. to 7:15 p.m. *Saturday service provides 14 one-way trips approximately every sixty-minutes from 5:59 a.m. to 6:56 p.m.

*COVID Service adjustments follow the Saturday service hours.

ATTACHMENT C –

CITY CONTRACT WITH FIRST TRANSIT

(Any changes to this contract will be communicated to KCATA as soon as they are made)

ATTACHMENT D

The Community and KCATA shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by the insurer(s) lawfully authorized to write insurance in the state of Missouri, of the minimum types and limits as set forth below. Self-Insurance and/or high Retentions, as determined by each party and disclosed to the other party may be substituted for insurance:

- A. Commercial General Liability:
\$1,000,000 will be the Combined Single Limit for bodily injury, personal injury, and property damage liability per occurrence, and \$2,000,000 annual aggregate. Coverage must include Premises and Operations and Products and Completed Operations Liability coverage.
- B. Workers' Compensation and Employer's Liability:
 - 1. Statutory
 - 2. Employer's Liability: \$100,000 / \$500,000 / \$100,000 Limits.
- C. Commercial Automobile Liability:
\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles.

The Community, its Mayor, Council Members, employees, and volunteers shall be named as Additional Insured under the KCATA Commercial General Liability policy, including any Self-Insurance and/or Retentions.

The Kansas City Area Transportation Authority, its Commissioners, officers, employees, and volunteers shall be named as Additional Insured under the Community General Liability policy, including any Self-Insurance and/or Retentions.

Prior to contract execution, each party shall furnish the other party Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this contract. Self-Insurance, deductibles, and retentions must be stated on the Certificate(s) of Insurance. Within five (5) business days of the expiration of any insurance coverage, each party shall provide to the other party renewal Certificate(s) of Insurance as required by this contract. The Certificate Holders shall be as follows:

Zachary C. Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

Robbie Makinen, CEO/President
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, Missouri 64108