

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service and Management of OATS Contract and Vehicles

LEE'S SUMMIT, MISSOURI

THIS CONTRACT entered into this ___day of___, 2021, 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 both the States of Missouri and Kansas, and **LEE'S SUMMIT, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing 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, have 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, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, generally described in amounts and, more specifically, by the formula outlined in Attachment "A"; and

WHEREAS, the Community has an agreement with OATS to provide public demand-responsive service within the City of Lee's Summit and the Community desires for KCATA to continue to manage this contract on behalf of the Community.

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

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period January 1, 2022, through December 31, 2022, unless sooner terminated under Paragraph "7", "8", "9" and "10" of this Contract.

2. The level of service, as generally outlined in Attachment "B," shall not be changed or be modified without the consent of the Community.
3. 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 twelve-month service period (hereinafter referred to as "Local Share") to be **\$0**. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	\$ 171,373
Passenger Revenue	(\$ 0)
Estimated Total Deficit	\$ 171,373
COVID Funding LS	(\$ 171,373)
Local Operating Contribution	\$ 0*

Capital Cost for buses associated with Lee's Summit service	\$ 38,910
COVID Funding LS	\$ (38,910)
Local Capital Contribution	\$ 0*
Total Local Share	\$ 0*

*Lee's Summit has elected to use CARES Act (COVID) funds allocated to Lee's Summit (LS) for operating assistance to pay for the full cost of service and the total amount of the capital cost for buses associated with this service. Total CARES Act funds programmed to Lee's Summit for transit operating assistance was \$3,469,992 and \$281,733 for capital assistance to buy buses for OATS service in Lee's Summit. The current balance of CARES Act funds exceeds the total annual Service Cost and Capital Cost for buses for this service for the period of this Service Contract and its potential renewal.

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$0**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as

follows:

- a. The Community's monthly Local Share obligation will be one-sixth of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share. The Community is required to remit ninety percent (90%) 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 Contract 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 amounts used to cover the month's service deficit. Any balance of Local Share subsidy and/or federal formula funding obligation required by the reconciliation will be invoiced at this time, to be paid within ten 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. The invoice of November 15, provided for in Sub-paragraph "b," will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated operating loss of \$171,373 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
 8. This contract may be terminated prior to its expiration with a formal notice from the Community that is received by KCATA at least 75 days prior to the proposed termination date. The Community will be responsible for its share of all contract costs incurred by KCATA up to the termination date and for the provision of Lee's Summit UZA Section 5307 Funds. The Community will be responsible for public notice and customer notification and comment requirements of any service changes that result from the termination.
 9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, 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. At its own cost and expense, the KCATA will defend all losses arising therefrom.

10. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. 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. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
11. The Community, 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 Community for the auditors upon reasonable request of the Community.

B. Americans with Disabilities Act of 1990 Special Service Provision

Whereas a contractual relationship with Lee's Summit requires that the Community not require the KCATA to provide public transit services that conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The nature of the transit service operated and or managed within Lee's Summit by the KCATA precludes the requirement under the Americans with Disabilities Act to provide complementary paratransit service.

C. OATS Contract Management Services

1. KCATA will manage the City's transportation services agreement with OATS (a separate agreement from this agreement) for the provision of demand-responsive service in the City of Lee's Summit.
2. The City purchased and owns six (6) vehicles that are currently leased for this service to OATS. KCATA will procure additional vehicles upon written request, using Lee's Summit UZA Section 5307 funds (up to 85% of eligible costs) and the local match provided by the City for this service or CARES/COVID Funding. A separate agreement between the City and KCATA will contain details of the vehicle acquisition, and a separate agreement will also cover the City / OATS lease.
3. OATS will submit an original and one copy of the invoice, including any supporting documentation to ATA at the address listed below. An invoice will be reviewed and accepted by ATA in conjunction with the CITY. ATA will invoice the CITY for the local match. Upon receipt of the local match, ATA will make payment within thirty days to OATS for 100% of eligible operating expenditures. OATS will submit a final billing within forty-five days of completion of the termination of the Agreement.

Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, Missouri 64108
Attention: Bryce Shields

KCATA will charge a management fee of \$8,000 annually for this service. Lee's Summit is electing to have KCATA use Lee's Summit CARES Act funding allocated for transit operating assistance to cover the full cost of this service.

D. Summary of Community Share of Costs

Fixed Route Commuter Services	\$171,373 *
Capital Contribution for Buses Associated with this Service	\$38,910 *
Management of OATS Contract	\$8,000 *
Lee's Summit CARES Act funding	- <u>\$218,283</u>
Total Community Share of Cost	\$0 *

*This Cost will be paid using funding from Lee's Summit's CARES Act allocation

E. Contract Term Renewal

1. This contract shall be for a period of twelve months commencing on the effective date and ending on December 31, 2022. The contract term may be extended for an additional one-year period (January 1, 2023 to December 31, 2023) with a 5% increase, provided that the city gives written notice to the KCATA on or before October 1, 2022, and the KCATA agrees to the extension and confirms the availability of other financial resources for the option year (i.e. federal and state funding or CARES funding) prior to the beginning of the option period.

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: _____
David Bower, Chairman of the Board of Commissioners

ATTEST:

By: _____
Witness

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title:

ATTEST:

By: _____
City Clerk

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

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 passengers' 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 based on 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 Flex). Each route shall be charged fuel and tire expense for the same kind of coach used (Large, Small, or 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 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. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. 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.

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 based on 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.

- F. 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.
- G. 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.
- H. For Service Implemented 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 Attachment, 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 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 LEE'S SUMMIT

CONTRACT SERVICE

One route will provide express commuter service between Lee's Summit City and downtown Kansas City, Missouri. Service is as follows:

Route #550—Lee's Summit Express, This route will provide commuter express transit service during the A.M. and P.M. peak commute periods. This service will consist of three (3) AM and three (3) PM trips operated with forty-foot passenger buses. The three (3) AM trips will originate at the commuter park & ride lot at Chipman Road and 50 Highway and terminate in downtown/Crown Center Kansas City, Missouri, with the exception of one (1) trip doing the reverse trip. The three (3) P.M. outbound trips operated with forty-foot passenger buses, originating in downtown/Crown Center, Kansas City, Missouri and terminating at the commuter park & ride lot at Chipman Road and 350 Highway, with the exception of one (1) trip doing the reverse trip.

Passenger Fare, Pass, and Transfer Policy:

- One Adult Full Fare Trip: \$0
- One Adult Reduced Fare: \$0