

Transportation Service Agreement

This Agreement made by and between the City of Lee's Summit, Missouri a municipal corporation, (hereinafter called CITY) and OATS, Incorporated, a private not-for-profit Corporation organized under the laws of the state of Missouri, (hereinafter called OATS).

WITNESSETH:

WHEREAS, CITY requires general public transportation for its residents and;

WHEREAS, OATS is prepared to provide said professional services and shall give consultation and advice to CITY during the performance of said services;

Now, **THEREFORE**, CITY and OATS in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Missouri.

ARTICLE 2 - EFFECTIVE DATE

The effective date of this Agreement shall be January 1, 2019.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONTRACTOR

A. Service Delivery Plan

1. OATS shall provide Non-Emergency Demand Response Transportation for the City of Lee's Summit residents. OATS recognizes that transports will be made within the city limits of Lee's Summit.
2. OATS will provide Non-Emergency Demand Response Transportation in accordance with the following scope of services: \$34.00 per hour for six (6) vehicles in regular service in circulation on a daily basis according to the operational schedule described below. A fare of \$1.50 is collected for each one-way trip and will be administered by OATS to be used to fund the service and reduce the cost of service to CITY.

This rate is based on a gasoline price of \$2.50 per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by \$1.00. The average cost for gasoline will be evaluated monthly based on an analysis of the company-wide negotiated payment agreement (which is generally less than pump price.)

3. The service shall be operated under the name of RideKC Lee's Summit.
4. West Region Office Staff will take reservations from residents of the City of Lee's Summit by 3:00 p.m. the previous day. Trips can be scheduled up to 2 weeks in advance.

5. OATS service shall be available to and from addresses within the City of Lee's Summit from 7:00 a.m. to 5:30 p.m. Monday through Friday, on a space available basis.
6. OATS shall provide the following services:
 - (a) Curb-to-curb transportation. Door-to-door service is provided for riders who need the additional assistance (seniors, people with disabilities, etc.)
 - (b) Sequence, arrange and assign requests for delivery and will call returns.
 - (c) Maintain data as necessary
 - (d) Telephone service from 7:00 a.m. to 5:00 p.m. Monday through Friday will be provided by West Region Staff.
7. OATS shall recognize the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
8. Transportation services may be cancelled any time the Lee's Summit School District cancels classes due to weather. OATS staff shall notify the CITY directly in the case where OATS decides to cancel the transportation service when school is not in session during the inclement weather event.
9. OATS shall provide the CITY with a Certificate of Good Standing and Annual Registration Report.

B. Vehicles

1. Vehicles required to provide this service shall be procured by the Kansas City Area Transportation Authority (ATA) using Federal Transit Administration grants. OATS shall provide the local share (20%) to be reimbursed to OATS by the CITY.
2. ATA shall be the lien holder on the vehicles with the CITY the 2nd lien holder.
3. OATS agrees to pay ATA the sum of one dollar (\$1.00) per vehicle per year to lease the vehicles.
4. The vehicles will be used, maintained and repaired by OATS in accordance with the existing rules and regulations of OATS and the CITY. Usage of the vehicles by OATS shall be limited to those uses specifically authorized by the CITY and none other.
5. During the lease, any lettering on the exterior of the vehicles shall be done only upon mutual agreement of OATS and the CITY except that OATS, Inc. is required by law to affix a Missouri Division of Transportation sticker and a small sign denoting the vehicles are operated by OATS.

6. Normal operating costs, vehicle maintenance and upkeep will be the responsibility of OATS.
7. Vehicles shall be returned to the ATA at the termination of the lease in the same condition as received except for normal usage.
8. ATA and the CITY grants OATS the right to install on the vehicle any safety equipment required under the rules and regulations of OATS. Such safety equipment shall remain the property of OATS. OATS shall have the option to purchase said safety equipment upon termination of the lease.
9. OATS will not be responsible for any preexisting mechanical condition of the vehicles as mutually determined by inspection at the lease inception and agreed upon in writing as attached hereto.
10. OATS will not be held responsible for any depreciation during the lease period.
11. ATA is responsible for licensing the vehicles. After the initial licensing of any new vehicle to be leased, the cost of future licensing will be reimbursed by OATS.
12. This section of the Transportation Service Agreement constitutes the Vehicle Lease Agreement as required by the Federal Motor Carrier regulations. A statement as provided for in 376.11(c)(2) of the FMC regulations is carried on the leased vehicle(s) in lieu of a signed copy of the lease.

C. Drivers

1. All drivers shall be over the age of 25 years. No driver shall be employed or retained who has in excess of 4 points assessed to their State of Missouri Drivers License.
2. All drivers shall be required to pass a U.S. Department of Transportation physical prior to employment. The Medical Examiners Certificate card must be carried by OATS drivers at all times.
3. All drivers shall be required to have defensive driving self-instruction, blood borne pathogen, wheelchair securement, child restraints, anti-lock brakes, safe transportation under ADA, evacuation and Department of Transportation alcohol and drug rule training within the first 90 days of employment. All drivers shall be required to have first aid, CPR, evacuation, defensive driving, backing and passenger assistance techniques (PAT) training within the first year of employment and every year thereafter except CPR.
4. All drivers shall wear a picture badge while on duty and any issued uniform clothing with the OATS logo. [Or logo for the service if the name and or logo is different.]

ARTICLE 4 - CONTRACT TERM AND RENEWAL

This contract shall be for a period of one year commencing on the effective date and ending on December 31, 2019. The contract term may be extended at the CITY's discretion for additional one-year periods provided that CITY gives written notice to OATS on or before October 1 and OATS agrees to the extension prior to the end of any term.

ARTICLE 5 - COMPENSATION

For services performed, OATS will provide an itemized billing on a thirty (30) day cycle for services provided to the CITY for riders. ATA will pay OATS an hourly rate in accordance with Article 3 and CITY shall pay ATA the local share not covered by the CITY allocation of FTA Section 5307 Funds in accordance with terms of contract between the CITY and ATA. In the absence of contract between the CITY and ATA for administrative services by ATA to process the compensation of OATS services to CITY, the CITY shall be invoiced directly from OATS and CITY is obligated to pay OATS for services rendered to CITY. The hourly rate is subject to increase or decrease based on the price of gasoline as defined in Article 3. This rate includes ambulatory and wheelchair service and other various trip purposes.

OATS drivers shall record the cash fare of a \$1.50 collected for each one-way trip for each passenger on daily manifest. Fares collected shall be used by CITY to fund the cost of service.

ARTICLE 6 - STANDARD OF CARE

OATS shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances.

OATS drivers shall adhere to the OATS, Inc. Policy on Transporting Individuals using Wheelchairs or Other Mobility Aids as it now exists and as amended in the future, and comply with the Americans with Disabilities Act (ADA) to assure compliance while protecting both the rider and the driver.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

OATS shall indemnify and hold CITY harmless from and against any and all claims, and/or liabilities of any kind or nature whatsoever arising from actions connected with services provided by or at the direction of OATS, including the cost of reasonable attorney fees and other expenses incurred by or assessed against OATS or the CITY.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, OATS shall maintain insurance in all categories mandated by Federal, State and Local regulations. OATS shall provide CITY a Certificate of Insurance.

Lessee will provide insurance coverage on the vehicles with minimum limits as follows: \$2,000,000.00 – Auto Liability, Combined Single Limit and \$50,000 – Uninsured/Underinsured Motorist, Combined Single Limit.

ARTICLE 9 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

CITY may terminate or suspend performance of this Agreement for CITY's convenience upon written notice to OATS. OATS shall terminate or suspend performance of the Services on a schedule acceptable to CITY. If termination or suspension is for CITY's convenience, CITY shall pay OATS for all the Services performed until the date of the termination by the CITY or suspension expenses. Upon restart, an equitable adjustment shall be made to OATS's compensation.

ARTICLE 10 - NOTICES

Any communication required by this Agreement shall be made in writing to the address specified below:

OATS:
Dorothy Yeager
Executive Director
OATS, Incorporated
2501 Maguire Blvd
Columbia, MO 65201

CITY:
Michael Park
City Traffic Engineer
City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063

Nothing contained in this Article shall be construed to restrict the transmissions of routine communications between representatives of OATS and CITY.

ARTICLE 11 - WAIVER

A waiver by either CITY or OATS of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 12- ASSIGNMENT

Neither CITY nor OATS shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

IN WITNESS WHEREOF, CITY and OATS, by and through their authorized officers, have made and executed this Agreement.

CITY OF LEE'S SUMMIT, MO

OATS, INC.

By _____
Stephen Arbo, City Manager

By _____
Dorothy Yeager, Executive Director

Date _____

Date _____