

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). This agreement also makes reference to the Kansas City Area Transportation Authority (hereinafter called ATA).

WITNESSETH:

WHEREAS, CITY desires general demand response 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;

WHEREAS, CITY intends to enter into an agreement with ATA to provide management of this agreement on behalf of CITY.

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 April 1, 2017.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONTRACTOR

A. Service Delivery Plan

1. OATS shall provide Non-Emergency Demand Response Public Transportation for the City of Lee's Summit. OATS recognizes that transports covered by this Agreement will only be made within the city limits of Lee's Summit corporate boundary except that transports to and from the Truman Medical Center that begin or end within the Lee's Summit city limits are included. This shall constitute the description of Service Area.

2. OATS will provide Non-Emergency Demand Response Public Transportation in accordance with the scope of services herein for compensation defined in Article 5. . Trip purpose includes various needs to and from various locations within the Service Area. 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.
3. The public transportation service shall be operated under the name provided by CITY to OATS.
4. West Region Office Staff will take reservations from people located within the Service Area by 3:00 p.m. the previous day and this constitutes a minimum 24-hour advance reservation. Trips can be scheduled no more than 2 weeks in advance.
5. OATS service shall be available within the Service Area from 7:00 a.m. to 5:30 p.m. Monday through Friday, except for OATS recognized paid holidays, on a space available basis. This shall constitute the description of Service Schedule
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 and ATA with ridership data from services performed under this Agreement, a Certificate of Good Standing and Annual Registration Report.

B. Vehicles

1. OATS shall provide a fleet of no less than seven (7) vehicle(s) for the Service Delivery Plan of which five (5) or six (6) vehicle(s) shall be in operation on a daily basis according to the Service Schedule as trip demands require and one (1) or two (2) vehicles(s) may be available in reserve capacity as needed.

2. Six (6) new vehicles are required in the existing vehicle fleet to provide this service and shall be procured by the Kansas City Area Transportation Authority (ATA) using Federal Transit Administration (FTA) grants. City shall provide the local share as required by FTA grants in payment to the ATA according to applicable terms of separate contract between the CITY and ATA covering the ATA administration of OATS services provided by this Agreement. City will own these vehicles, and lease to OATS.
3. ATA shall be the lien holder on the vehicles procured under Article 3, Section B.2 with the CITY the 2nd lien holder.
4. OATS agrees to pay City the sum of one dollar (\$1.00) per year per vehicle procured under Article 3, Section B.2, to lease these vehicles. The lease term shall be consistent with the terms of this contract described in Article 5.
5. All vehicles including those procured under Article 3, Section B.2, necessary to provide this service 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 to provide public transportation service shall be limited to those uses specifically authorized by the CITY and none other.
6. 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.
7. Normal operating costs, vehicle maintenance and upkeep will be the responsibility of OATS for all vehicles used to provide service under this Agreement.
8. Vehicles procured under Article 3, Section B.2, shall be returned to the City at the termination of the lease in the same condition as received except for normal usage.
9. ATA and the CITY grant OATS the right to install on the vehicle any safety equipment required under the rules and regulations of the OATS. Such safety equipment shall remain the property of the OATS. OATS shall have the option to purchase said safety equipment upon termination of the lease.
10. 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.
11. OATS will not be held responsible for any depreciation during the lease period.
12. OATS is responsible for licensing all vehicles used to provide service under this Agreement.

13. 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. OATS shall provide drivers and support services in order to operate the aforementioned vehicles on a daily basis in accordance with the Service Delivery Plan as trip demands require.
2. 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.
3. 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.
4. 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.
5. All drivers shall wear a picture badge while on duty and any issued uniform clothing with the OATS logo or applicable logo for the service if named and identified differently than OATS under Article 3, Sections A.3

ARTICLE 4 - CONTRACT TERM AND RENEWAL

This contract shall commence on the effective date and end on December 31, 2017. 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 November 1 and OATS agrees to the extension prior to the end of any term.

ARTICE 5 – FINANCIAL TERMS

A. Compensation

1. For services performed, OATS will provide an itemized billing on a thirty (30) day cycle to CITY and ATA for services provided to the CITY for non-emergency demand response public transportation. ATA will pay OATS a rate of \$28.00 per hour per vehicle in operation of transit service during the Service Schedule within the Service Area 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. This rate includes ambulatory and wheelchair service and other various trip purposes. This rate is based on a gasoline price of \$2.00 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.)

2. OATS drivers shall record the cash fare of a \$1.50 collected for each one-way trip for each passenger on daily manifest.
3. The total amount of compensation for services to be provided under this Agreement is not to exceed \$185,000, of which approximately 50% will be funded from Federal Transit Administration Section 5307 Funds, CFDA 20.507 administered by the ATA and approximately 50% will be funded from City. Additional estimated funds to pay for this service such as fare collections, special contracts, etc. have been deducted from the total amount represented above. The total amount of compensation is based on a maximum operational capacity consisting of six (6) vehicles in demand 10.5 hours per day Monday through Friday, except recognized holidays, for the full contract term.

B. Payment Method

1. OATS will submit an original and one copy of the invoice including any supporting documentation to ATA at the address listed below. Invoice will be reviewed and accepted by ATA in conjunction with the CITY. ATA will invoice the CITY for local match. Upon receipt of 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: Jameson Auten

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 –FEDERAL TRANSPORTATION ADMINISTRATION REQUIREMENTS

A list of federal requirements generally applicable to the service is attached and is incorporated for all purposes in Appendix A.

ARTICLE 10 -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.

The execution of this Agreement shall terminate any and all existing effective agreements between the CITY and OATS that provide similar demand-response public transportation, unless specifically considered otherwise.

ARTICLE 11 - 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 12 - 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 13 - 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 _____