

## **AMENDMENT NO. 1 TO THE TRANSPORTATION SERVICE AGREEMENT WITH OATS**

This Amendment No. 1 to the Transportation Service Agreement with OATS ("Amendment") is entered into between the City of Lee's Summit, Missouri ("City") and OATS Inc. ("OATS") as of the Effective Date shown in this Amendment.

### **Recitals**

WHEREAS, the City and OATS entered into a Transportation Service Agreement effective January 1, 2022, to provide general public transportation for its residents ("Original Agreement"), and;

WHEREAS, the Parties desire to amend the Original Agreement as outlined below.

**NOW, THEREFORE**, the Parties to this Amendment, for good and valuable consideration, agree to the following:

1. Article 3(A)(2) of the Original Agreement is hereby amended to read as follows:

OATS will provide Non-Emergency Demand Response Transportation in accordance with the following scope of services: \$68.00 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 \$3.00 is collected for each one-way trip and will be administered by OATS to be used to fund the service.

2. Article 3(A)(7) of the Original Agreement is hereby amended to add the additional holidays of: Juneteenth, Columbus/Indigenous Peoples' Day, Veteran's Day, and Christmas Eve.

3. Article 5 of the Original Agreement is hereby amended to read as follows:

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. This rate includes ambulatory and wheelchair service and other various trip purposes.

OATS drivers shall record the cash fare of a \$3.00 collected for each one-way trip for each passenger on daily manifest.

4. Article 10 of the Original Agreement is hereby amended to delete Michael Park and add Susan Barry.

5. Except as otherwise amended by this Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect. This Amendment shall be deemed a contract in accordance with the laws of the State of Missouri.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties hereto have executed as of the date of the City Manager shown below ("Effective Date").

## CITY OF LEE'S SUMMIT

Mark Dunning  
City Manager

Date

**ATTEST:**

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**APPROVED AS TO FORM:**

Office of City Attorney

**OATS, Inc.**

By Dorothy Geager

Print Name Dorothy Yeager

Title Executive Director