

BILL NO. 24-02

ORDINANCE NO. 4.658

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE IRIS PUBLIC TRANSPORTATION SERVICES FROM JANUARY 1, 2024, THROUGH MARCH 31, 2024.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with the Kansas City Area Transportation Authority (KCATA) for IRIS public transportation services during the period of January 1, 2024, through March 31, 2024, will be beneficial to Gladstone residents; and

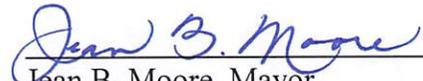
WHEREAS, the cost of IRIS public transit services to be provided by KCATA to the City of Gladstone, Missouri, will be \$7,000.00 per month or \$21,000.00 for the three (3) month term.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager is hereby authorized to execute a three (3) month agreement with the Kansas City Area Transportation Authority (KCATA) for IRIS public transit services at a cost not to exceed \$21,000.00.

FURTHER, THAT, expenditure of such funds is hereby authorized from the Transportation Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JANUARY 2024.



Jean B. Moore, Mayor

ATTEST:



Kris Keller, City Clerk

First Reading: January 8, 2024

Second Reading: January 8, 2024



Request for Council Action

RES # City Clerk Only

BILL # 24-02

ORD # 4.658

Date: 12/14/2023

Department: General Administration

Meeting Date Requested: 1/8/2024

Public Hearing: Yes Date: Click here to enter a date.

Subject: An Ordinance authorizing the City Manager to execute an agreement between the City of Gladstone, MO and the Kansas City Area Transit Authority (KCATA) to provide IRIS public transportation services from January 1, 2024 through March 31, 2024.

Background: Beginning on July 1, 2023, the City of Gladstone and KCATA entered into a series of monthly agreements for IRIS public transportation services for a monthly obligation of \$7,000.00. The purpose for the monthly agreements was to provide a period of time to establish ridership numbers so that more accurate pricing could be identified. KCATA has asked that the \$7,000.00 per month pricing continue another three (3) months, which would end on March 31, 2024. Because KCATA has established a full three (3) month period of pricing, it is more efficient to sign a single three (3) month agreement for \$21,000.00 rather than continue the month to month agreements.

Budget Discussion: Funds are budgeted in the amount of \$ 21,000.00 from the TST Fund. Ongoing costs are estimated to be \$ NA annually. Previous years' funding was \$ NA.

Public/Board/Staff Input: Staff recommends approval of the proposed Bill.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer
Department Director/Administrator

CW
City Attorney

BB
City Manager

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service

GLADSTONE, MISSOURI

THIS CONTRACT entered into this 9th day of Jan, 2024, 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 the **CITY OF GLADSTONE, 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;

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 Community requests IRIS transportation services from the KCATA through its third-party service provider WHC.

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

1. The Community requests IRIS transportation services (hereinafter referred to as “Contract Service”), set forth in Attachment “A,” be operated by the KCATA for the period January 1, 2024, through March 31, 2024.
2. The level of service, as generally set forth in Attachment “A,” shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.
3. The KCATA and the Community estimate the Community’s total payment for the service (hereinafter referred to as “Local Share”) to be **\$21,000** paid in advance of the start of any service each month or (based on current contract amount, Community will pay \$7,000 to KCATA on the 1st of each month).

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

IRIS Service	<u>\$ 21,000</u>
Total Local Share	\$ 21,000

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **\$21,000**.
5. The method of payment of the Local Share provided for in Paragraph “3” is as follows:
 - a. The Community’s monthly Local Share will be one-third of the Community’s portion of the estimated total local share for the six-month period.
 - b. The KCATA will invoice the Community for Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first of the month service will be delivered.
6. General Provisions:
 - A. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
 - B. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
 - C. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
 - D. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
 - E. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

it is requested in writing.

- F. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- G. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- 7. This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.
- 8. The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.
- 9. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. 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: Bryce Shields, Community Engagement and Affairs Partner
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

If to City: _____

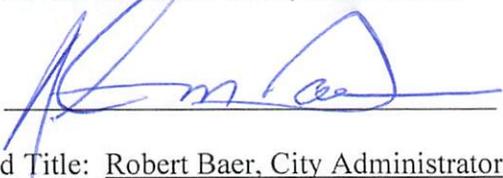
City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024

THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Melissa Bynum, Chair

Date: 12-20-23

THE CITY OF GLADSTONE, MISSOURI

By: 
Name and Title: Robert Baer, City Administrator

Date: 01/09/24

Attachments

Attachment A: Contract Service

**City of Gladstone – 3 Month Contract
January 1, 2024 – March 31, 2024**

ATTACHMENT “A”

CITY OF GLADSTONE, MISSOURI CONTRACT SERVICE

IRIS provides a daily demand responsive service from 4 AM to 11 PM. Trips within the boundaries of the City of Gladstone will have a fare of \$0. Trips leaving or coming from boarders outside of Gladstone will follow the IRIS pricing structure within Kansas City, MO. All fare revenues will be retained by KCATA.