

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE UP TO THREE MONTHLY AGREEMENTS BETWEEN THE CITY OF GLADSTONE, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY TO PROVIDE IRIS PUBLIC TRANSPORTATION SERVICES BEGINNING JULY 1, 2025.

WHEREAS, the City Council of Gladstone, Missouri, has determined that executing up to three (3) monthly contracts with the Kansas City Area Transportation Authority (KCATA) for IRIS public transportation services beginning July 1, 2025, 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 \$8,000 per month for the first 400 rides originating within the city limits, than \$20.00 per ride after that.

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 up to three (3) month to month agreements with the Kansas City Area Transportation Authority (KCATA) for IRIS public transit services in accordance to the terms described above.

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 23RD DAY OF JUNE 2025.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk

First Reading: June 23, 2025

Second Reading: June 23, 2025



Request for Council Action

RES # City Clerk Only

BILL # 25-21

ORD # 4.705

Date: 6/16/2025

Department: General Administration

Meeting Date Requested 6/23/2025

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing the City Manager to execute up to three (3) monthly agreements with the Kansas City Area Transportation Authority to provide IRIS public transportation services beginning July 1, 2025.

Background: The current contract with the KCATA expires on June 30, 2025. The fee schedule for IRIS rideshare services has changed significantly and has increased to \$8,000 per month for the first 400 rides, then \$20 per ride after that. KCATA has provided data to show that approximately 900 rides per month originate in Gladstone. The proposed Ordinance will authorize the City Manager to execute up to three (3) monthly contracts with KCATA for IRIS rideshare services, which will provide an opportunity for staff to explore other rideshare services and/or allow residents ample time to identify alternative transportation options.

Budget Discussion: This potentially obligates the City to \$20,000 per month (which doubles our current rate); funding is provided from the Transportation Sales Tax Fund.

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

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

Bob Baer
Department Director/Administrator

CW
City Attorney

BB
City Manager

COMMUNITY TRANSPORTATION SERVICE AGREEMENT

This Contract is entered into this 30th day of June, 2025, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as “KCATA”), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **GLADSTONE, MISSOURI**, a municipality (hereinafter referred to as “Partner”).

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (“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, and maintain public transportation systems and services in the district;

WHEREAS Gladstone, Missouri desires to promote the convenience, comfort, prosperity, and general welfare of its employees, constituents, or customers through access to KCATA services;

WHEREAS Gladstone requests access to IRIS transportation services operated by KCATA through its third-party service provider WHC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Service Provision

KCATA shall provide IRIS transportation services (hereinafter “Contract Service”) as generally set forth in **Attachment A – Scope of Services**, for the period beginning **July 1, 2025** and ending July 31, 2025.

2. Service Adjustments

The level of service as outlined in Attachment A may not be reduced or modified without the mutual consent of both parties. Requests for service increases shall trigger negotiations for revised pricing and contract terms based on current market rates.

3. Payment Terms

Partner agrees to the following cost structure:

a. **Monthly Minimum Fee**

Partner shall pay a minimum monthly fee of \$8,000. This fee entitles the partner to up to four hundred (400) trips originating within the community during that month.

b. **Per-Trip Fee**

Trips originating in the community beyond the four hundred (400) included in the monthly minimum shall be billed at a rate of \$20.00 per additional trip.

c. **Monthly Billing**

At the end of each calendar month, the total number of trips originating in the community shall be calculated. If the number of trips exceeds 400, the community shall be invoiced for the overage based on the \$20.00 per-trip rate. If the total number of trips does not exceed 400, no additional charges shall apply beyond the \$8,000 minimum. The community's monthly bill will not exceed \$20,000. All trips originating in the community after 1000 trips will incur a \$20 fare to be paid by the individual utilizing the IRIS service.

d. **Definition of Originating Trip**

For purposes of this agreement, a trip shall be considered to "originate" in a community if the initial pickup location falls within the geographical boundaries of that community.

KCATA shall invoice Gladstone, Missouri at the beginning of each month for the prior month's service. Payment is due within thirty (30) days.

4. Termination

a. **Termination for Default:**

In the event of material non-performance, including failure to deliver services or remit payment, either party may terminate this Contract by providing written notice specifying the nature of the default. The defaulting party shall have fifteen (15) days to cure the breach before termination becomes effective.

b. **Immediate Termination by KCATA:**

Notwithstanding the above, KCATA reserves the right to terminate this agreement immediately, with or without cause, upon written notice to the Partner. In such event,

KCATA shall be entitled to payment for services performed up to the effective date of termination.

5. Federal Transit Administration (FTA) Compliance

As federal funds or resources may be used, the following clauses apply:

- **No Federal Government Obligation to Third Parties**
- **Program Fraud and False Statements** (31 U.S.C. §3801–3812)
- **Civil Rights** (Title VI, EEO, ADA compliance)
- **Disadvantaged Business Enterprise (DBE)** (49 CFR Part 26)
- **Debarment and Suspension** (2 CFR Part 180)
- **Buy America** (where applicable)
- **Lobbying Certification** (Byrd Amendment)

All parties shall comply with federal and state rules and maintain appropriate records subject to audit.

6. Record Retention and Audits

KCATA and Partner shall retain financial and service records for a period of three (3) years following contract expiration or termination. Records shall be made available for audit or inspection by authorized representatives.

7. General Provisions

- a. This contract shall benefit and bind the successors and permitted assigns of both parties.
- b. This contract may be executed in counterparts and via electronic means.
- c. This agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements.
- d. All modifications shall be made in writing and signed by both parties.

- e. Any provisions which by nature extend beyond termination shall survive.
- f. Any required consents shall not be unreasonably withheld or delayed.

8. Governing Law

This Contract shall be governed by the laws of the **State of Missouri**, and any legal action shall be brought in the **Circuit Court of Jackson County, Missouri**.

9. Notices

All notices under this Agreement shall be delivered to the following:

If to KCATA:

Director of Mobility Services
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

If to Gladstone:

City Manager
Gladstone, Missouri
7010 N Holmes St, Gladstone, MO 64118

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

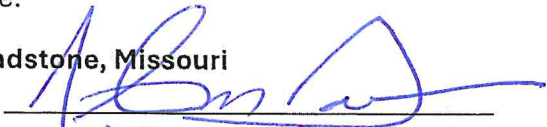
KCATA

By: 

Name:

Title:


Gladstone, Missouri

By: 

Name: *Robert M. Baer*

Title: *City Manager*

Approved as to form:


Ryan B. Park
KCATA Board Attorney

Attachments:

- **Attachment A:** FTA Clauses (if necessary, as standalone)
- **Attachment B:** Scope of Services

ATTACHMENT "A"

Essential FTA Clauses for Community Service Contracts

Clause	When Required	Purpose
No Federal Government Obligation to Third Parties	All contracts	Clarifies that the federal government is not a party to the contract.
Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. §§ 3801-3812)	All contracts	Requires compliance with federal fraud laws.
Access to Records and Reports (49 U.S.C. § 5325)	Contracts over \$100,000	Grants FTA and other oversight agencies access to project-related records.
Federal Changes Clause	All contracts	Requires compliance with changes in federal requirements.
Termination (for Convenience and for Default)	Contracts over \$10,000	Specifies procedures for ending the contract early.
Civil Rights Requirements (Title VI, EEO, ADA)	All contracts	Prohibits discrimination based on race, color, national origin, sex, age, or disability.
Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)	All contracts with sub-contracting potential	Encourages DBE participation and compliance with federal goals.
Debarment and Suspension (2 CFR Part 180)	Contracts over \$25,000	Requires that contractors and subcontractors are not excluded from federal programs.
Incorporation of FTA Terms	All contracts	Ensures FTA provisions flow down into sub-agreements.

Clause	When Required	Purpose
Lobbying Restrictions (Byrd Anti-Lobbying Amendment)	Contracts over \$100,000	Prohibits use of federal funds for lobbying; requires certification.

ATTACHMENT "B"

CITY OF GLADSTONE, MISSOURI CONTRACT SERVICE

IRIS will provide daily demand-responsive transportation service from 6:00 AM to 10:00 PM. Trips that originate and terminate within the boundaries of the City of Gladstone will be fare-free (\$0). For trips that either begin or end outside the city limits of Gladstone, the standard IRIS fare structure applicable within Kansas City, MO will apply. All fare revenue collected through this service will be retained by the Kansas City Area Transportation Authority (KCATA).