

**RESOLUTION NO. R-25-47**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GEST MISSOURI HOLDINGS, LLC, TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO GLADSTONE RESIDENTS AS OUTLINED IN THE AGREEMENT.**

**WHEREAS**, the City Council of Gladstone, Missouri, has determined that executing an Agreement with GEST Missouri Holdings, LLC for public transportation services beginning September 1, 2025, will be beneficial to Gladstone residents; and

**WHEREAS**, the cost of public transit services to be provided by GEST Missouri Holdings, LLC to the City of Gladstone, Missouri, will be \$12,500 for the first month and then \$10,000 for each subsequent month of the Agreement.

**WHEREAS**, the transit services provided will require a shared cost to the primary rider of \$3.00 and will include door to door transportation to any location in Gladstone, a partner city, the nearest bus stop, or any health care facility within the boundaries outlined within the northern region of the greater Missouri metropolitan area.

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

**THAT**, the City Manager is hereby authorized to execute a contract with GEST Missouri Holdings, LLC for public transit services in accordance to the terms described above and further outlined within the Agreement.

**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 11TH DAY OF AUGUST 2025.**

  
\_\_\_\_\_  
Mayor Les Smith

ATTEST:

  
\_\_\_\_\_  
Kris Keller, City Clerk



## ***Request for Council Action***

**RES**  # R-25-47

**BILL**  # City Clerk Only

**ORD**  # City Clerk Only

Date: 8/1/2025

Department: General Administration

Meeting Date Requested: 8/11/2025

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

**Subject:** A Resolution authorizing the City Manager to execute a contract with GEST Missouri Holdings, LLC to provide public transportation services as outlined in the Agreement.

**Background:** The City has elected to terminate its contract with the Kansas City Area Transportation Authority (KCATA) and associated IRIS program due to escalating costs and instability in the program's funding structure between the City of Kansas City, MO, and the KCATA. These challenges have made it increasingly difficult to maintain consistent and reliable service for residents. In response, City staff have initiated discussions with GEST Holdings, LLC, as a potential alternative provider to ensure continued mobility support for our community. Staff have held productive conversations with representatives from GEST Holdings, LLC, who have expressed a commitment to delivering a comparable service with improved features. Based on input from the City Council and a detailed analysis of monthly ridership data supplied by KCATA, the service model has been revised to better align with current usage patterns and resident needs. Key adjustments include a refined service area and modified hours of operation to enhance efficiency and coverage. The proposed service through GEST will include a shared cost structure of \$3 per ride for the primary passenger. Eligible trips will include transportation within the City of Gladstone or a participating partner city (to be determined as enrollment expands), to the nearest bus stop, or to any healthcare facility located within the designated confines of the northern portion of the greater Missouri metropolitan region. Unlike the previous IRIS model, which offered pickup and drop-off within a ¼ mile radius, the GEST service will offer true door-to-door service, significantly improving accessibility and convenience for riders. GEST Holdings, LLC has committed to using new vehicles and will facilitate dispatching via a user-friendly mobile app or phone call. Drivers will be directly employed by GEST, ensuring consistency, thorough vetting, and accountability. For paratransit needs, GEST will subcontract services initially, with the option to expand to dedicated vehicles if demand increases. Given the urgency of securing a replacement provider and GEST's willingness to honor the City's current pricing structure with IRIS, staff recommends that the City Council authorize a pilot program agreement with GEST Holdings, LLC. The City's purchasing policy permits deviation from competitive bidding under unique circumstances, and this transition meets those criteria due to the immediate service need and favorable terms offered by GEST.

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Budget Discussion: Funds are budgeted in the amount of \$ 125,000 from the TST Fund. Ongoing costs are estimated to be \$120,000 annually. Previous years' funding was \$120,000.

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

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

Bob Baer  
Department Director/Administrator

JA  
City Attorney

BB  
City Manager

## COMMUNITY TRANSPORTATION SERVICE CONTRACT

**This Contract** is entered into this 1st day of September, 2025, by and between the **GEST MISSOURI HOLDINGS, LLC** (hereinafter referred to as “GEST”), and the **CITY OF GLADSTONE, MISSOURI**, a municipal corporation (hereinafter referred to as “CITY”). GEST and the CITY may sometimes be referred to in this Contract individually as a “Party” or collectively as the “Parties.”

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### WITNESSETH:

**WHEREAS**, a sound, efficient and viable transportation system is essential to the CITY;

**WHEREAS**, GEST is a private entity authorized to plan, own, and operate transportation systems in the CITY and surrounding areas;

**WHEREAS**, the CITY desires to promote the convenience, comfort, prosperity, general interests of its citizens; and

**WHEREAS**, the CITY desires to engage GEST to provide transportation services as described herein.

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

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### 1. Service Provision

GEST shall provide transportation services as set forth in **Attachment A – Scope of Services**, for the period beginning **September 1, 2025** and ending **September 30, 2025**.

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### 2. 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 the 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 judgement or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a Party must give consent or approval to actions or interactions by the other Party or a 3<sup>rd</sup> 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 give consent to an action or inaction by the other Party or a 3<sup>rd</sup> party, such approval shall be given or affirmatively withheld within ten (10) business days after 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 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.

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### **3. Service Adjustments**

The level of service as outlined in Attachment A may not be reduced or modified without the mutual consent of both Parties. The Parties acknowledge that requests for service increases may result in negotiations for revised pricing and contract terms based on current market rates. The Parties further acknowledge that the level of service for the initial term of the Contract and up to two (2) automatic renewals (totaling ninety (90) days) will be fluid in order to provide an opportunity for the Parties to better fine tune the level of service for future renewals of the Contract.

### **Statutory Authority**

This Agreement is entered into pursuant to the authority granted by Section 70.220 of the Revised Statutes of Missouri, as amended, which permits municipalities and political subdivisions to contract and cooperate with one another for the performance of any

service, activity, or undertaking that each is authorized by law to perform individually. Each Party represents and warrants that this Agreement has been duly authorized by ordinance, resolution, or other proper official action of its governing body, and that the execution of this Agreement is within the scope of its lawful powers.

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#### **4. Payment Terms**

The Parties agree to the following cost structure:

**a. Per-Trip Fee**

Trips falling within the scope of services described in Attachment A will include a shared cost structure of \$3 per ride for the primary passenger.

**b. Monthly Billing**

The CITY will pay GEST for the provision of the services described in Attachment A on or before the 1<sup>st</sup> day of each month. The price for the services is a flat rate of \$12,500 for the first month and \$10,000 per month thereafter. GEST will invoice the CITY on the 15<sup>th</sup> day of the preceding month. The CITY shall remit payment on or before the 1<sup>st</sup> day of the month of service being delivered.

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#### **5. Termination**

**a. Termination for Convenience**

Following the initial term ending September 30, 2025, this Contract shall automatically renew on a month-to-month basis for up to two months. If this Contract is renewed for two consecutive months following the initial term, the Contract will be automatically renewed for nine (9) additional months. At the one-year mark of this Contract, September 1, 2026, this Contract shall be renewable for up to two six (6) month periods. At any point either party may terminate this Contract with or without cause upon thirty (30) days' written notice. GEST shall be entitled to payment for services rendered up to the effective date of termination.

**b. 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 sixty (60) days to cure the breach before termination becomes effective.

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#### **6. Assignment**

GEST shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the GEST from

the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Any such assignment is expressly subject to all rights and remedies of the CITY under this Contract, including the right to modify services from the Contract or to terminate the same as provided herein, and no such assignment shall require the CITY to give any notice to any such assignee of any actions which the CITY may take under this Contract.

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## **7. Independent Contractor**

In performance of the services under this Contract, GEST shall act solely as an independent contractor, and nothing contained or implied in this Contract shall at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as among the CITY and the GEST.

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## **8. Subcontractors**

GEST shall not subcontract any of the services described in Attachment A without the prior written consent of the CITY. GEST shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as GEST is for the acts and omissions of persons it directly employs. GEST shall cause appropriate provisions to be inserted in all subcontracts relating to the provision of the services, to bind all subcontractors to GEST by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give GEST the same power regarding termination of any subcontract as the City may exercise over GEST under any provisions of this Contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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## **9. Authorized Employees**

GEST acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. GEST therefore covenants that it will not knowingly in violation of Section 285.530, RSMo, employ, hire for employment, or continue to employ any unauthorized aliens to perform the services related to this Contract, and that its employees are lawfully authorized to work in the United States. GEST shall, by a sworn affidavit in substantially a form provided by the CITY, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the services.

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## **10. Liability and Indemnification**

GEST shall indemnify, defend and hold harmless the CITY and its officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with GEST's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of the services pursuant to this Contract, including performance by GEST's employees and agents, except to the extent that such claims arise from the negligence or willful misconduct of the CITY or its officials, officers, employees and agents.

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## 11. Insurance

- a. GEST shall file (by the Effective Date) with the CITY evidence of liability insurance that is consistent with the amounts set forth below and shall maintain such insurance until this Contract is terminated.
- b. Limits and Coverage.
  1. Commercial General Liability Insurance: Commercial general liability coverage in an aggregate amount of not less than \$3,448,710 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident of occurrence, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the CITY's sovereign immunity. The following endorsements shall attach to the policy:
    - (i) The policy shall cover personal injury as well as bodily injury.
    - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
    - (iii) Broad form property damage liability shall be afforded.
    - (iv) The CITY shall be listed as an additional insured.
- c. Workers' Compensation Insurance: GEST shall obtain and maintain workers' compensation insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, GEST shall require any subcontractors to provide workers' compensation insurance for all subcontractors' employees, in compliance with Missouri law. GEST hereby indemnifies the CITY for any damage resulting to it from failure of either the GEST or any subcontractor to obtain and maintain such insurance.
- d. Commercial Automobile Liability Insurance: GEST shall obtain and keep in force

commercial automobile liability insurance with a minimum bodily injury and property damage combined single limit per occurrence of \$1,000,000, covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Contract, by GEST or a subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

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## **12. Compliance with Laws**

GEST shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO, and OSHA-type requirements, which are applicable to GEST's performance under the Contract. GEST shall indemnify and hold harmless the CITY on account of any violations thereof relating to GEST's performance under this Contract, including imposition of fines and penalties which result from the violation of such laws.

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## **13. 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 Clay County, Missouri.

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## **14. Notices**

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

### **If to GEST:**

Patrick Dye, CEO  
GEST Missouri Holdings, LLC  
344 Gest Street, Suite E  
Cincinnati OH, 45203

### **If to CITY:**

Robert M. Baer, City Manager  
City Hall  
7010 North Holmes Street  
Gladstone, MO 64118

## **15. Entire Agreement**

This Contract supersedes any and all agreements, either oral or written, among the Parties hereto and contains all of the covenants and agreements among the Parties hereto with respect to the provision of the services described in Attachment A. Each Party hereto



## ATTACHMENT “A”

### SCOPE OF SERVICES

GEST will provide daily demand-responsive door to door transportation services from 7 am – 9 pm Monday through Friday and 10 am – 9 pm Saturday and Sunday. The service provided will include a shared cost structure of \$3 per ride for the primary passenger. The service area will include transportation within the City of Gladstone, a participating partner city (to be determined as enrollment expands), to the nearest bus stop, or to any healthcare facility or medical office located within North Kansas City, Parkville, Liberty, Riverside, or any portion of Kansas City, Missouri located within Clay or Platte Counties.

The service area, hours of operation, and fee structure may be modified upon mutual agreement by both Parties.

GEST will not expand its daily demand-responsive door to door transportation services outside of Clay County Missouri and Platte County Missouri until at the earliest January 1, 2026.

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BB

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