

Job Access Reverse Commute Program & New Freedom Program 2011 FUNDING APPLICATION

Important Dates

1. **Pre-Application Workshop:** 9 a.m. CST, Wednesday, March 9, 2011, Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, Mo.
2. **Application Due Date:** 12 noon CST on April 20, 2011

Contact Information

Direct all questions and inquiries to Stewart Nelson, snelson@marc.org, or Ron Achelpohl, rona@marc.org, at (816) 474-4240.

Application Submission Instructions

1. Please combine this application and all supporting documentation into **one electronic file** for submission to the Mid-America Regional Council (MARC). If you need assistance attaching documents onto this form, contact MARC.
2. Submit your application file via e-mail to snelson@marc.org by 12 p.m. CST on April 20, 2011.
3. Refer to the Competitive Selection Booklet for more details about how to provide information requested in the application.
www.marc.org/transportation/pdf/2011jarcnewfreedom_booklet.pdf
4. Applicants **must submit a separate, fully completed application** for each funding program.
5. Each applicant must provide three years of budget information for each project. This requirement is detailed under the Sustainability and Project Financing section.
6. Please make sure that all supporting documentation is appropriately labeled and electronically attached to the application document before submitting it.

Each text box in Section 3 of this application is limited to **500 words**. Microsoft Word counts all words, even if the word is a single letter, such as “a” or “I”; however, it does not count spaces between words. The software program can automatically count words in a document. For help using the Word Count feature, search for “Word Count” in Microsoft Word Help.

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1. General Information

1.1. Program Applying for (choose one):

Section 5316 **JARC** (Operating) Section 5317 **New Freedom** (Operating)

1.2. Funding will be used for which of the following:

New Service Continuation of Service Expansion of Service

1.3 Legal Name of Organization: Kansas City Area Transportation Authority

1.4 Person Submitting Application

Name: Tracey Logan

Address: 1200 East 18th Street

City/State/Zip: Kansas City, MO 64108

Phone: 816-346-0225

E-mail: tlogan@kcata.org

Contact Person (if different)

Name: Danny O'Connor

Address: 1200 East 18th Street

City/State/Zip: Kansas City, MO 64108

Phone: 816-346-0353

E-mail: doconnor@kcata.org

1.5 List the names of individuals authorized to enter into contract(s) and amendments with the Kansas City Area Transportation Authority (KCATA).

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

E-mail: _____

E-mail: _____

1.6 Applicant Status (choose one):

- Private Nonprofit Organization
 State or Local Government
 Public Transportation Operator
 Private Operator of Public Transportation

1.7 Project Name: #296 Metroflex Expansion Continuation

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1.8 Amount of Federal Request per FFY:

JARC	New Freedom
2010: _____	2010: <u>\$84,000</u>
2011: _____	2011: <u>\$86,520</u>

1.9 Please list all the information for the contact at your labor union:

Name: Willie Wilson
 Title: President, Amalgamated Transit Union
Local 1287
 Phone: 816-361-8400
 Fax: 816-361-8497
 Address: 6301 Rockhill Rd, Suite 401
 City/State/Zip: Kansas City, MO 64131
 E-mail: local 1287@aol.com

2. Sustainability and Project Financing

Provide budget information for your project that identifies the amount and source of local match in the tables below. Also indicate which local match sources are capable of sustaining the project once FFY 2010 and FFY 2011 JARC or New Freedom funds are completely expended. See *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* that address supplanting of financial support.

2.1 Start Date or Date of Planned Implementation: 1/2012 2011

2.2

Total Cost (\$)	Program Funds (\$)	Local Match (\$)	Source
Enter the total project cost per year in this column.	Enter the amount of federal funding requested per year in this column.	Enter the amount of local match you are providing per year in this column. (The Program Funds and the Local Match must at least equal the Total Cost.)	Enter the source(s) of the local match your agency is providing in this column. Address the sustainability of those funds.

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Year 1	\$168,000	\$84,000	\$84,000	KCATA'S local funding sources - contractual agreements with local communities and 1/2 cent transportation sales tax and 3/8 cent ATA sales tax.
Year 2	\$173,040	\$86,520	\$86,520	KCATA'S local funding sources - contractual agreements with local communities and 1/2 cent transportation sales tax and 3/8 cent ATA sales tax.
Year 3	\$178,231	\$89,115	\$89,116	KCATA'S local funding sources - contractual agreements with local communities and 1/2 cent transportation sales tax and 3/8 cent ATA sales tax.

2.3 Please describe the activities or steps involved in implementing your project and the associated milestones from project start to end.

	Project Details	Action Steps	Expected Outcomes / Milestones
	Enter information on the activities you expect to offer with these federal funds each year.	Enter the action steps you will take to support the project activities listed in the Project Details column.	Enter the expected outcomes from each action step listed, and address sustainability. Establish annual milestones to achieve.
Year 1	The #296 MetroFlex Expansion service- was initiated in 2009 as a result of declining sales tax revenues and resultant budget cuts, ATA expanded flexible, demand-responsive service as a viable means to serve public transportation needs.	296 Metroflex Expansion service is a demand responsive service, regular fare is \$1.50 and the reduced fare is 75 cents. KCATA will use passenger surveys, public comments and suggestions and	Ridership on the #296 Metroflex service is expected to continue to increase as a result of the expansion in the service area. This service has a positive economic impact on individuals in the community who need transportation services

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	<p>ATA received FFY08 & 09 New Freedom funds for the expansion of the #296 demand responsive MetroFlex service. MetroFlex service offers frequent, affordable service to a variety of origins and destinations within service hours and service area. Demand responsive transportation service helps meet the needs of disabled individuals and other transit customers including the elderly and low-income individuals. Funds will be used for the continuation of this service.</p>	<p>ridership data in the planning process to ensure the service is meeting the needs of the community including the disabled, elderly and low-income residents.</p> <p>Revisions to the service will be made if warranted to maintain the effectiveness and efficiency of the service.</p>	<p>to employment, medical, and other destinations.</p> <p>KCATA will continue to provide this transportation service to meet the transportation needs of residents of South Kansas City.</p> <p>Dependent on available funding, service frequency could be modified.</p>
Year 2	<p>Continuation of #296 MetroFlex Expansion service.</p>	<p>KCATA will continue to provide the #296 Metroflex expansion service and monitor the service to ensure it is serving the transportation needs of the community.</p> <p>To maintain the effectiveness and efficiency of the service ridership data, passenger surveys, suggestions, comments and the needs of the community will be assessed to determine service modifications.</p>	<p>The positive economic impact of the service to individuals with disabilities, the elderly and for welfare recipients is expected to continue.</p>

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Year 3	Continuation of #296 MetroFlex Expansion service.	KCATA will take the steps necessary that will enable us to continue servicing the transportation needs of the community in the most effective and efficient manner.	The #296 MetroFlex Expansion service positive economic impact is expected to continue.
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2.4 Can this project be scaled to a more limited scope with less funding? (Select one)

Yes

No

2.5 If no, please explain.

2.6 If yes, how might the scope of the project be limited?

KCATA will seek other sources of funding to bridge gap if requested New Freedoms Funds are not awarded.

Reduced Funding Levels:

45% of Cost \$75,600

40% \$67,200

3. Project Criteria

3.1 Local Government Partnerships (if applicable)

Please refer to *Section IV.C.1.d Local Government Partnerships for Competitive Prioritization* of the Competitive Selection Booklet for more information on this section. List up to three local government partnerships associated with this project. Attach relevant copies of partnership agreements with your local government partner(s) in *Section 4 Supplemental Information and Attachments* of this document and label each attachment as "Local Government Partnerships Attachment 1," etc.

Local Government Partner: City of Kansas City, Contact Person: _____
MO
Phone: _____ Fax: _____
Address: _____
City/State/Zip: _____
E-mail: _____

Local Government Partner: _____ Contact Person: _____
Phone: _____ Fax: _____
Address: _____
City/State/Zip: _____
E-mail: _____

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Local Government Partner: _____

Contact Person: _____

Phone: _____

Fax: _____

Address: _____

City/State/Zip: _____

E-mail: _____

3.2 Cooperative/Partnering Operations

Please refer to *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* of the Competitive Selection Booklet for more information on this section.

3.2.1 Do you have an agreement with another agency(ies) in addition to your local government partnerships that enhances mobility services among and/or between communities?

Yes No

3.2.2 If yes, please list the name of the agency(ies) with whom you cooperate to enhance mobility services. Coordination can include such activities such as joint purchasing of vehicles, joint planning, sharing vehicles, dispatching, scheduling, training and maintenance, or coordinating client trips.

Agency Name: Full Employment Council

Agency Name: _____

Agency Name: _____

3.2.3 In the text box below, describe how the project demonstrates coordination or partnering with local jurisdictions, other agencies, and interested stakeholder organizations. Summarize the nature of your cooperative activities with the partners listed in Question 3.2.2 above, and attach copies of your cooperative agreements or memoranda of understanding to *Section 4 Supplemental Information and Attachments* (found at the end of this application). Label any attachments as "Cooperative/Partnering Operations Attachment 1", etc. **(500 words or less)**

The Full Employment Council and other agencies provide instruction and information to their clients about ATA routes and services. These clients use public transportation to seek employment, child care, medical, shopping and other transportation needs. KCATA coordinates with local jurisdictions such as Kansas City, MO in the provision of cost-effective transportation services for its residents.

3.3 Community-Based Transportation

Please refer to *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* of the Competitive Selection Booklet for more information on this section. In the text box below each question, provide the information requested in **500 words or less**.

3.3.1 Describe how your project supports the concept of community-based transportation found in the Coordinated Public Transportation–Human Services Plan, and fits within the Smart Moves service concept described in *Transportation Outlook 2040*. How does your project support the concept of using activity centers, transit centers and/or transfer centers? List the specific citations where this project is derived from the Coordinated Public Transportation–Human Services Plan.

The # 296 MetroFlex Expansion project supports the concept of community-based

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transportation by providing flexible, demand-responsive service as a viable transit alternative for individuals with disabilities, the elderly and low-income individuals where there is no fixed-route bus service. Individuals residing in the Metro-Flex expansion areas have access to frequent, affordable, spontaneous service to a variety of destinations over a range of service hours.

Demand Responsive service provided by the #296 MetroFlex Expansion is classified as a Local Link. Local Links is one of three service types of the Smart Moves plan and is considered the foundation of the Smart Moves system. Local Links connects residents to local destinations and provides access to local transit centers where riders have connection opportunities to the larger transit system.

This projects supports the concept of community-based transportation found in the Coordinated Public Transportation -Human Services Plan and fits within the Smart Moves service concept described in the following sections of Transportation Outlook 2040:

5.6.2.1- Support and Sustain Existing Services

5.6.3.1 - Support the maintenance and operations of existing services for the elderly, individuals with disabilities and low income persons.

5.6.3.2 -Pursue enhanced usability of existing services

5.6.3.3- Promote the expansion of services for the elderly, and individuals with disabilities or low income persons.

- 3.3.2 List the transportation goals and objectives of your organization. How will your proposed project address these transportation goals and objectives?

A goal of KCATA is to service the transportation needs of the community in the most cost effective and efficient manner. The #296 Metroflex Expansion project is a means for KCATA to achieve this goal for the residents of South Kansas City. MetroFlex service is a viable means of servicing the transportation needs of the community including individuals with disabilities, the elderly and low-income individuals.

- 3.3.3 Describe how this project will serve needs that are unserved or underserved in the geographic service area. Such needs may include evening, weekend, split shift, childcare issues, holidays, etc.

The #296 MetroFlex Expansion service serves residents of of South Kansas City who do not have access to fixed-route bus service. The MetroFlex service is the only public transportation service available to them that provides a link to KCATA's larger transit system either via transit centers or connection to a fixed-route service.

3.4 Current Service Description and Statistics (if applicable)

Please refer to *Section III Program Objectives* and *Section IV.C Project Evaluation Criteria* of the Competitive Selection booklet for more information on this section. Note that both sections address the supplanting of financial support. As mentioned in *Section III Program Objectives*, the methodology for calculating the number of jobs accessed can be found in Appendix B of the Federal Transit Administration report "Connecting People to Employment" at:

www.fta.dot.gov/documents/JARC_FY09_FINAL_2010_10_04.docx.

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In the text box below each question, provide the information requested in **500 words or less**.

- 3.4.1 Geographic area currently served: List all counties, cities, and other locations served. If available, please attach a map to this document in *Section 4 Supplemental Information and Attachments* (found at the end of this application), and label the document "Service Description and Service Level Attachment 1, etc."

The #296 MetroFlex Expansion project provides transportation opportunities to residents of South Kansas City in Jackson County Missouri.

- 3.4.2 Describe the target population(s) currently served, how the consumer is involved in the planning/design of the services, how the service is marketed to this target population, and how this population accesses the service.

The target population served by the #296 MetroFlex Expansion project are the residents of South Kansas City. MetroFlex service which offers frequent, affordable, spontaneous service to a variety of origins and destinations over a range of service hours is transportation service that helps meet the needs transit customers including individuals with disabilities, the elderly and low-income individuals.

It is important to KCATA to provide service that benefits the community. Passenger surveys, public comments and suggestions and ridership data are tools used by KCATA in the planning process to ensure that services provided are efficient and effective. Stakeholders are engaged through passenger surveys and the public is encouraged to contact KCATA's customer service department with suggestions and complaints. Customers can contact the KCATA customer service department through the website by email or by calling the customer service phone line.

ATA's website, printed materials available on board buses and at public facilities, and employment and other agencies provide information to the public and agencies clients about KCATA services and route information.

- 3.4.3 Describe the operational characteristics of the proposed service, such as fares, operating hours, days of operation, number of jobs accessed, type of service (fixed route, demand response, subscription, coupon).

MetroFlex service is flexible, on-demand bus service that operates like a taxicab for the same cost as fixed routes service, \$1.50 regular fare and 75¢ half fare. Buses travel within a set boundary instead of a specific route. Door-to-door service may be available in some cases. For trips to the same location at the same time daily, weekly or monthly, a "Standing Order" can be set up and the trip is automatically scheduled – no need to call each time.

MetroFlex service currently operates from 6:20 a.m. to 7:00 p.m., Monday through Saturday. Customers can contact the MetroFlex office to make reservations for MetroFlex service from 5 a.m. to 11 p.m., seven days a week.

#296 - Bannister-Hickman Mills MetroFlex. Service coverage area is was expanded to serve portions of South Kansas City and Longview Community College. The expansion increased the service area from 13 square miles to 20.

- 3.4.4 Indicate whether the applicant will operate the service directly or via contract with another entity.

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KCATA operates the #296 MetroFlex Expansion service.

- 3.4.5 Indicate the number of average one-way passenger trips — per day, per month and annually — that the service currently provides. If possible, break down by trip type (medical, employment, daycare, etc.) or target population served.

Current ridership information:

#296 MetroFlex	Average Daily	Average Monthly	Annual
Weekday	136	2,901	34,812
Saturday	36	153	1,836

- 3.4.6 Indicate the cost per one-way passenger trip for each trip type, or other quantifying performance measurements. If needed, provide a brief explanation or justification of the costs.

Average cost per one-way passenger trip for #296 is \$9.75.

- 3.4.7 Describe the administrative characteristics of the existing service, such as number of employees (differentiate between part-time and full-time), operation and maintenance costs, as well as manner in which the service is currently financed.

KCATA employs 607 Full-time and 87 Part-time employees . FFY08-09 JARC funding paid for a portion of the cost of the expansion of the route, other funding sources per the contractual agreement with KCMO paid for the remaining cost.

3.5 Proposed Service Description and Service Level

Please refer to *Sections III Program Objectives for JARC and New Freedom Project Selection and IV.C Project Evaluation Criteria* of the Competitive Selection booklet for more information on this section. As mentioned in *Section III Program Objectives*, the methodology for calculating the number of jobs accessed can be found in Appendix B of the Federal Transit Administration report “Connecting People to Employment” at www.fta.dot.gov/documents/JARC_FY09_FINAL_2010_10_04.docx.

Base your responses to the following sections on the requirements reference in *Section III A.2–4* of the Competitive Selection booklet (i.e., inappropriate, insufficient, unavailable).

In the text box below each question, provide the information requested in **500 words or less**.

- 3.5.1 Geographic area to be served: List all counties, cities, and other locations to be served. If available, please attach a map to this document in *Section 4 Supplemental Information and Attachments* (found at the end of this application), and label the document “Service Description and Service Level Attachment 1,” etc.

The #296 MetroFlex Expansion project provides transportation opportunities to residents of South Kansas City in Jackson County Missouri.

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- 3.5.2 Describe the target population(s) to be served, how the consumer will be involved in the planning/design of the services, how the service will be marketed to this target population, and how this population will access the service.

The target population served by the #296 MetroFlex Expansion project are the residents of South Kansas City. MetroFlex service which offers frequent, affordable, spontaneous service to a variety of origins and destinations over a range of service hours is transportation service that helps meet the needs transit customers including individuals with disabilities, the elderly and low-income individuals.

It is important to KCATA to provide service that benefits the community. Passenger surveys, public comments and suggestions and ridership data are tools used by KCATA in the planning process to ensure that services provided are efficient and effective. Stakeholders are engaged through passenger surveys and the public is encouraged to contact KCATA's customer service department with suggestions and complaints. Customers can contact the KCATA customer service department through the website by email or by calling the customer service phone line.

ATA's website, printed materials available on board buses and at public facilities, and employment and other agencies provide information to the public and agencies clients about KCATA services and route information.

- 3.5.3 Describe the operational characteristics of the proposed service, such as fares, operating hours, days of operation, number of jobs accessed, type of service (fixed route, demand response, subscription, coupon).

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MetroFlex service currently operates from 6:20 a.m. to 7:00 p.m., Monday through Saturday. Customers can contact the MetroFlex office to make reservations for MetroFlex service from 5 a.m. to 11 p.m., seven days a week.

#296 - Bannister-Hickman Mills MetroFlex. Service coverage area is was expanded to serve portions of South Kansas City and Longview Community College. The expansion increased the service area from 13 square miles to 20.

- 3.5.4 Indicate whether the applicant will operate the proposed service directly or via contract with another entity.

KCATA operates the #296 MetroFlex Expansion service.

- 3.5.5 Indicate the number of average one-way passenger trips — per day, per month and annually — that the project hopes to provide. If possible, break down by trip type (medical, employment, daycare, etc.) or target population served.

Expected ridership:

#296 MetroFlex Weekday	Average Daily 138	Average Monthly 2,959	Annual 35,508
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Saturday	37	156	1,872
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3.5.6 Indicate the proposed cost per one-way passenger trip for each trip type, or other performance measurements. If needed, provide a brief explanation or justification of the costs.

With an increase in the number of average one-way passenger trips, the cost per one-way passenger trip will decrease. A 2% increase in the average one-way passenger trips is estimated to reduce the average cost for #296 to \$9.56.

3.6 Administrative Capacity (Feasibility)

Please refer to *Sections III Program Objectives for JARC and New Freedom Project Selection and IV.C Project Evaluation Criteria* of the Competitive Selection booklet for more information on this section. Does your organization have the manpower and the resources to carry out your proposed project? Describe how your organization will address federal requirements for record keeping.

In the text box below each question, provide the information requested in **500 words or less**.

3.6.1 ORGANIZATION: equipment, office capability and location, communications system and institutional capacity

The Kansas City Area Transportation Authority (KCATA) is an interstate agency of Missouri and Kansas, governed by a board of commissioners, which is responsible for public transportation in the region. The ATA has a seven-county jurisdiction - the counties of Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas. The KCATA operates fixed route, demand responsive and bus rapid transit service seven days a week between the hours of 4 a.m. to 1 a.m. KCATA operates from a single maintenance and administration facility in Kansas City, Missouri. KCATA has been operating the Northland Joblink service for several years and has the manpower and resources to continue to provide this service.

3.6.2 ABILITY: reporting requirements, record keeping, documentation, book keeping, invoicing required by federal regulation

KCATA is the recipient of federal funds and conforms to the terms and conditions of applicable federal regulations.

4. Supplemental Information and Attachments

Electronically attach properly labeled supplemental information as referenced above. This may include cooperative agreements, memoranda of understanding, service map(s), and any other documents necessary to fully describe your project. If you have technical problems or questions about attaching documents to this form, please contact MARC for assistance.

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Section 5317 New Freedom (Operating)
Project Name: **#296 Metroflex Expansion**

Section 4 Supplemental Information and Attachments

Local Government Partnerships Attachment 1:

**Kansas City, Missouri – KCATA Agreement for
2010-2011 Transit Service**

KANSAS CITY, MISSOURI – KCATA
AGREEMENT FOR
2010-2011 TRANSIT SERVICE
AND
SHARE-A-FARE ADMINISTRATION
(May 1, 2010– April 30, 2011)

THIS AGREEMENT, entered into this 13th day of May 2010, by and between the KANSAS CITY AREA TRANSPORTATION AUTHORITY, a body corporate and politic and a political subdivision of the states of Missouri and Kansas, (herein referred to as the “KCATA”), and KANSAS CITY, a municipal corporation of Missouri, (herein referred to as the “CITY”).

WITNESS that:

WHEREAS, a sound, efficient, viable, and regional public transportation system is essential to the socioeconomic well-being 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; and

WHEREAS, the KCATA was created by legislation of the States of Missouri and Kansas and consented to by the Congress of the United States; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, manage and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the KCATA owns, operates, and manages public transportation facilities in the District for the benefit of all the citizens who reside therein; and

WHEREAS, the City desires to provide a reliable, efficient, and regional public transportation system which meets the mobility needs of its residents within the limits of available funds; and

WHEREAS, Section 92.418.1. of the Revised Statutes of Missouri authorizes the City to expend monies from the Public Mass Transportation Fund for motor pool operations to provide special transportation services to elderly and disabled citizens of Kansas City (herein called “paratransit”); and

WHEREAS, the KCATA has requested authorization to expend monies from the Public Mass Transportation Trust Fund for motor pool operations to provide special transportation services to elderly and disabled citizens of Kansas City and those who need transportation for the home-to-work commute, but cannot use public transit for one or both of the daily trips; and

WHEREAS, as authorized by Section 94.605 of the Revised Statutes of Missouri, the City enacted a 3/8 percent City sales tax effective April 1, 2004 for a period of five years and renewed effective April 1, 2009 for a period of fifteen years for the purposes of operating, maintaining, equipping and improving the transit system provided by the KCATA for the City, and that all monies generated by the tax, that are not otherwise obligated by tax increment financing (TIF) statutes, should be remitted to the KCATA on a monthly basis.

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

I. PUBLIC MASS TRANSIT SERVICE

- A. The City requests that public mass transportation services (hereinafter referred to as "Contract Services"), set forth in Attachment D and in accordance with Attachment A, both of which are attached, be provided by the KCATA for the period of May 1, 2010 through April 30, 2011, and the KCATA agrees to provide said requested services in accordance with the terms of this Agreement. The service, as generally set forth in said Attachment D, shall not be changed or modified without the consent of the City.

Should the KCATA or the City desire to modify the route information shown in Attachment D, it shall give the other party notice of the proposed modification in writing. If no objection is offered by the party receiving notice, said proposed modification shall become effective thirty (30) days after the date of notice. If an objection is offered, the parties will meet and attempt to reach a mutual agreement concerning the proposed modification.

- B. By the 28th of the month following the month in which service was provided, the KCATA will provide the City with a report showing operating costs, and revenue for Contract Services. The report will detail local, federal, and state share amounts used to cover the month's service deficit. The report will also show the vehicle miles operated, passengers, revenue, expenses, net income or loss for each route and the revenues and expenses allocated to other communities served by inter-city routes and those items indicated on Attachment E, which is attached hereto and incorporated herein by reference. The monthly report shall be in the form that will permit computations as shown on Attachment E. Separate reports shall be made available for transit service provided with regular buses and for service provided with small buses. The KCATA further agrees to provide the Director of Public Works with monthly financial statements, which shall reflect the items, specified above, hereof, and such other additional information as shall be reasonably requested by the Director of Public Works. This shall include a monthly report of average ridership for all routes by weekday, Saturday and Sunday, and the monthly Maintenance Status Report.

- C. In addition, the KCATA will provide the City with a monthly report showing the amount received from the State of Missouri for the seven and one-half percent capital improvements portion of the Public Mass Transportation Fund.
- D. The computations, and more specifically the procedures described in Attachment C, attached hereto and made a part hereof, are the accepted methods of the determination of the operational cost of the Contract Service.

II. SHARE-A-FARE ADMINISTRATION

- A. The City and the KCATA hereby agree that the KCATA shall perform all functions necessary for the administration, management and operation of paratransit for the period beginning May 1, 2010 and ending April 30, 2011. One of these functions shall involve continuation of the Share-A-Fare Advisory Committee on which a representative of the City shall continue to serve for the duration of this Agreement.
- B. The KCATA shall render regular monthly reports to the City's Director of Public Works which shall include such information as the number of participants served (both those over 65 and disabled), the number of trips taken, the average cost per trip, the average trip length and a general statement regarding suggested changes in policy of a significant nature, such as eligibility standards. All major policy changes must receive the approval of the Director of Public Works prior to their implementation. The City shall have the right to inspect the books and records of the KCATA pertaining to paratransit at any time during regular business hours. The KCATA agrees to respond to requests of the City for reports of a general or special nature concerning paratransit.
- C. In that the KCATA will be acting in the capacity of the City's agent in administering the Program pursuant to the terms and conditions set forth in section V below, the City agrees to defend the KCATA and settle claims and pay any judgments entered against it arising out of the negligent acts or omissions of the KCATA hereunder. The City will be reimbursed for any such losses from motor pool operations monies of the Public Mass Transportation Fund.

III. SPECIALIZED SERVICES

- A. The City and the KCATA hereby agree that the KCATA shall maintain a Specialized Services Unit for the purpose of developing, implementing and providing operational support for services which are established to meet transportation needs not being met by public transit in the Kansas City area. These

V GENERAL CONDITIONS

- A. It is a condition of this Agreement that the KCATA, as a contractor doing business with the City, or any contractor, acting in any way as a subcontractor under this Agreement, agrees to refrain from any unlawful employment practice as presently defined in Section 38-131, Code of Ordinances of Kansas City, Missouri; and further, the KCATA agrees to implement the Certificate of Compliance of Affirmative Action Program as submitted in connection with this Agreement and that, the KCATA shall be bound by the terms of Article II, Section 38-31 and Rules and Regulations promulgated for administration of Section 38-31.
1. The KCATA, or any subcontractor employed under this Agreement, is hereby deemed to agree to permit the Director of Human Relations, his duly, authorized agents or employees, access at all reasonable times to all such persons, books, papers, records, reports or accounts in which the Affirmative Action Program is filed, and to furnish such further information as may be required by the Director of Human Relations all within ten (10) days of the date requested, in writing.
 2. If the KCATA shall fail, refuse or neglect to comply with the terms of these Agreement conditions, such failure shall be deemed a total Breach of Agreement, and the KCATA or its subcontractor shall be subject to the provisions in Article II, Section 38-83 relating to failure to comply.
 3. The City will monitor KCATA performance under this Agreement by jointly established performance measures that seek to implement the City's Public Transit Policy which is Attachment A to this Agreement. These performance measures are identified in Attachment B to this Agreement. KCATA agrees to cooperate in attaining and reporting these established performance measures. KCATA will provide semi-annual reports covering these performance measures. Each report will be jointly reviewed by the City's liaison and other interested City and KCATA representatives.
- B. The KCATA shall indemnify, save and hold the City harmless from any and all damage, loss or liability of any kind whatsoever, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned in whole or in part by any act, omission, neglect or wrong doing of the KCATA or any of its officers, agents, representatives or employees of the KCATA. At its own costs and expense, the KCATA will defend all losses arising therefrom in providing services described in section I of this agreement.
- C. The KCATA and the City agree that the City is not a party in any of its labor negotiations with the Amalgamated Transit Union (Local 1287).
- D. In compliance with Sect. 2-113 of the Code of Ordinances of Kansas City, Missouri, the KCATA shall engage a Certified Public Accountant (CPA) to conduct a financial audit. The CPA in turn shall submit the audit, a management

letter and a response to the management letter, an internal control structure analysis and report to the City Auditor within six (6) months of the end of the year of the KCATA's fiscal year.

- E. Recognizing KCATA's valuable partnership with the City of Kansas City, Mo., KCATA will provide the following complimentary bus advertising to promoted City programs, departments, events or other public service information: (1) full bus wrap per year; (100) interior signs per month; (10) kings or tails per month. Many City advertising needs can be funded through grants. Whenever possible, grants should be sought to help offset revenue loss from the transit advertising. Space is only offered on the rear and streetside of buses. At times, space has been at capacity; therefore, complimentary advertising is available only on a space-available basis. All City requests should be coordinated through the Public Works Department. This agreement applies to space only. All production and installation fees must be paid at the City's cost.
- F. The KCATA and the Kansas City Office of Emergency Management (OEM) cooperatively developed a mass evacuation operational plan for Kansas City that includes the use of KCATA's buses. The mass evacuation operational plan is included in the Kansas City Local Emergency Operations Plan (LEOP). The LEOP defines: 1) who may activate KCATA resources on behalf of the City; 2) KCATA contact information in case of activation of the plan; 3) the KCATA resources and routes to be utilized; 4) procedures for prioritizing KCATA resources when there are conflicting demands for service; and 5) a cost recovery plan recognizing that KCATA has limited funding resources.
- G. The City, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA and the KCATA agrees to make all such records available to the City for the auditors upon the reasonable request of the City.
- H. The KCATA agrees to cooperate fully with any performance audit conducted by the City Auditor on behalf of the City.

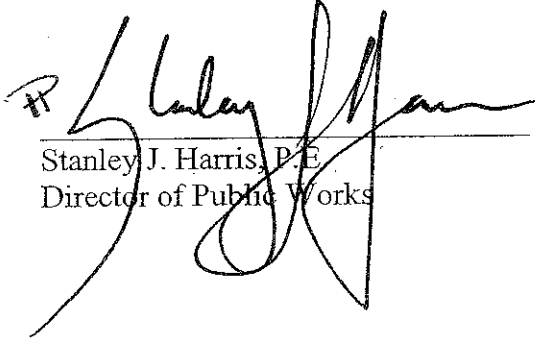
VI The following are attachments to the Agreement:

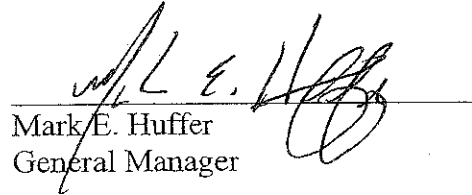
- 1. Attachment A - Public Transit Policy for the City of Kansas City, Missouri
- 2. Attachment B - Performance Measures
- 3. Attachment C - Revenue and Cost Allocation Procedures
- 4. Attachment D - Contracted Services, City of Kansas City, Missouri
- 5. Attachment E - Monthly Operational Report Format (by reference)

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Kansas City, Missouri
A Municipal Corporation of Missouri

KANSAS CITY AREA
TRANSPORTATION AUTHORITY

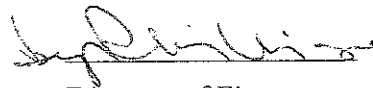

Stanley J. Harris, P.E.
Director of Public Works


Mark E. Huffer
General Manager

Approved as to form and legality:


Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 5/12/10
Director of Finance

Attachment D

(Information is subject to revision)

Days and Hours of Operation for Metro Routes

ROUTE NUMBER & NAME	WEEKDAY HOURS OF OPERATION	SATURDAY HOURS OF OPERATION	SUNDAY HOURS OF OPERATION	RH-RUSH HOUR DEMAND RESPONSE
#12 12th Street	5:12a.m. to 12:05a.m.	4:34a.m. to 12:00a.m.	5:57a.m. to 11:59p.m.	
#24/24X Independence	4:23a.m. to 12:04a.m.	4:34a.m. to 12:17a.m.	6:03a.m. to 12:03a.m.	
#25 Troost	4:00a.m. to 1:07a.m.	4:40a.m. to 12:31a.m.	5:24a.m. to 1:03a.m.	
#27 27th Street	4:55a.m. to 12:18a.m.	5:34a.m. to 12:32a.m.	6:04a.m. to 11:54a.m.	
#28/28X Blue Ridge	4:27a.m. to 11:25p.m.	6:30a.m. to 11:14p.m.	6:19a.m. to 7:49p.m.	
#471-71 Hwy. Express	6:25a.m. to 6:26p.m.			RH - 5 am & 5 pm trips
#30 Northeast	5:10a.m. to 12:04a.m.	5:24a.m. to 12:04a.m.	5:07a.m. to 12:09a.m.	
#31 31st Street	4:51a.m. to 12:11a.m.	5:02a.m. to 12:11a.m.	5:33a.m. to 12:12a.m.	
#37 Gladstone	6:25a.m. to 6:03p.m.			RH- 3 am & 3 pm trips
#37XX N. Broadway Express	6:32a.m. to 6:30p.m.			RH - 3 am & 4 pm trips
#38/38X Meadowbrook	5:55a.m. to 6:53p.m.	6:47a.m. to 6:21p.m.		
#39 39th Street	5:12a.m. to 12:18a.m.	5:23a.m. to 12:18a.m.	5:30a.m. to 12:18a.m.	
#47 Roanoke	4:38a.m. to 7:30p.m.	4:34a.m. to 7:24p.m.		
#51/51X Ward Pkwy	5:23a.m. to 12:24a.m.	7:03a.m. to 12:06a.m.	7:03a.m. to 12:05a.m.	
#53 Armour Swope Pk	5:24a.m. to 5:06p.m.	5:37a.m. to 12:30a.m.	5:12a.m. to 12:30a.m.	
#54 Armour Paseo	5:07a.m. to 12:35a.m.	5:09a.m. to 11:30p.m.	5:29a.m. to 11:30p.m.	
#55 Rockhill	5:44a.m. to 7:17p.m.			RH - 8 am & 8 pm trips
#56X Country Club	6:59a.m. to 6:06p.m.			
#57 South Oak	4:37a.m. to 12:24a.m.	5:11a.m. to 12:24a.m.	4:56a.m. to 12:05a.m.	
#58 MAX	4:06a.m. to 12:50a.m.	5:06a.m. to 12:33a.m.	5:02a.m. to 1:20a.m.	
#71 Prospect	4:00a.m. to 12:50a.m.	4:56a.m. to 12:43a.m.	4:57a.m. to 12:46a.m.	
#101 Minnesota	4:50a.m. to 7:08p.m.	6:32a.m. to 7:04p.m.		
#102 Central	5:17a.m. to 6:44p.m.			RH - 4 am & 3 pm trips
#106 Quindaro	4:37a.m. to 11:40p.m.	6:04a.m. to 8:04p.m.		
#108 Indiana	4:51a.m. to 12:20a.m.	5:32a.m. to 12:08a.m.	5:05a.m. to 12:08a.m.	
#109 9th Street	5:15a.m. to 6:56p.m.	5:26a.m. to 6:34p.m.	9:00a.m. to 6:06p.m.	
#110 Woodland/Brooklyn	5:10a.m. to 7:11p.m.	9:03a.m. to 4:58p.m.		
#121 Cleveland/Antioch	5:09a.m. to 7:00p.m.	6:00a.m. to 5:26p.m.		
#123 23rd Street	5:13a.m. to 7:05p.m.			
#126 East 5th Street	5:31a.m. to 6:37p.m.	6:23a.m. to 4:27p.m.		
#129 I-29 Express	5:32a.m. to 7:01p.m.			
#132 Gracemor	6:33a.m. to 6:01p.m.			RH - 2 am & 2 pm trips
#133/133X Vivion/Antioch	5:44a.m. to 7:01p.m.			
#135 Winnwood/69 Hwy	5:34a.m. to 5:15p.m.			RH - 2 am & 2 pm trips
#136 Northland Link	5:35a.m. to 6:30p.m.	6:36a.m. to 6:31p.m.		
#137 Metro N. - Antioch Center	5:40a.m. to 6:30p.m.	6:36a.m. to 6:26p.m.		
#142 North Oak	5:13a.m. to 7:04p.m.	6:06a.m. to 7:11p.m.		
#155 55th Street	5:30a.m. to 6:28p.m.			
#156 Red Bridge Connector	5:08a.m. to 11:06p.m.	5:37a.m. to 7:47p.m.	5:25a.m. to 7:24p.m.	
#163 63rd Street	5:32a.m. to 9:51p.m.	7:10a.m. to 9:39p.m.	7:25a.m. to 9:44p.m.	
#173 Casinos	5:27p.m. to 12:18a.m.	5:28a.m. to 12:21a.m.	5:28a.m. to 12:21a.m.	
#175 75th Street	4:57a.m. to 7:22p.m.	6:05a.m. to 7:29p.m.	7:09a.m. to 7:23p.m.	
#229 I-29/Tiffany Springs	5:41a.m. to 12:12a.m.	5:47a.m. to 12:17a.m.	5:47a.m. to 12:17a.m.	Demand Response
#35 35th Street	4:55a.m. to 11:58p.m.	5:29a.m. to 7:43p.m.	5:37a.m. to 7:27p.m.	
#237 Gladstone Cir	5:30a.m. to 6:00p.m.	5:30a.m. to 6:00p.m.		
#243 Antioch/Barry Road	6:16a.m. to 7:08p.m.	7:08a.m. to 7:00p.m.		
#247 Westside Connector <i>MetroFlex</i>	6:00a.m. to 7:00p.m.			Demand Response
#251 TMC Lakewood Conn.	5:30a.m. to 7:27p.m.	6:30a.m. to 7:25p.m.		
#253 Raytown Circ. <i>MertoFlex</i>	5:55a.m. to 6:30p.m.			Demand Response
#257 Santa Fe Hills Connector	5:19a.m. to 7:20p.m.	5:52a.m. to 7:26p.m.		
#258 Longview Conn.	6:50a.m. to 10:40p.m.			
#296 Bannister/Hillcrest <i>MetroFlex</i>	6:20a.m. to 7:25p.m.	6:30a.m. to 6:25p.m.		Demand Response
#298 S.K.C./Wornall <i>MetroFlex</i>	6:30a.m. to 6:30p.m.	6:00a.m. to 6:30p.m.		Demand Response

Job Access Reverse Commute Program
& New Freedom Program
2011 FUNDING APPLICATION

Section 5317 New Freedom (Operating)
Project Name: **#296 Metroflex Expansion**

Section 4 Supplemental Information and Attachments

Local Government Partnerships Attachment 2:

**Kansas City Area Transportation Authority and
Full Employment Council
Agreement for Transportation Services and
Funding Assistance**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY AND
FULL EMPLOYMENT COUNCIL**

Agreement for Transportation Services and Funding Assistance

This agreement is entered into 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 the States of Missouri and Kansas, and the **Full Employment Council** (hereinafter referred to as "FEC"), a private industry council and a not-for-profit corporation, as designated by the State of Missouri.

A sound, efficient and viable public transportation system is essential to the socioeconomic well being 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. FEC desires to provide transportation for new eligible clients to job placement sites and intends to sustain in-house staff positions that provide the following functions: job development, client placement and job retention. KCATA and FEC acknowledge their mutual interest in providing established transportation linkages to employment opportunities throughout the metropolitan area.

Therefore it is mutually agreed as follows:

1. This Agreement shall be effective upon execution by all parties hereto, and shall be effective for May 1, 2010 through April 30, 2011, unless terminated earlier upon the mutual agreement, in writing, of both KCATA and FEC.
2. The FEC affirms that **ONLY** eligible Kansas City, Missouri residents and **ONLY** FEC clients will be provided with transportation service to and from employment locations in the metropolitan area. Transportation service may be made available for at least 30 days, but can be extended 60 more days under special circumstances at FEC's discretion, beginning May 1, 2010, through April 30, 2011, unless terminated sooner as provided in this Agreement. FEC acknowledges that the provision of the specified transportation services is contingent upon the availability of local funding generated by the Kansas City, Missouri transportation sales tax.
3. Before FEC provides transportation services to a client (or at most within three days of a client's enrollment in transportation services) the FEC will provide the KCATA with information about the client's

transportation needs that will allow the KCATA to make a determination on whether the client can use other KCATA services for the work trips, such as Metro bus, MetroFlex, or Vanpool. If the client can use one of the Metro services, FEC will be notified by the KCATA, and the client will be assisted by FEC on how to use the service. If no other service is available, then FEC can provide the transportation service.

4. If no KCATA service option is immediately available for the client, as soon as possible and within 30 days, KCATA will notify FEC if there will or will not be a service option developed for a client (or client group) that will be available for clients to use within 90 days of the client's (or client group's) enrollment in the FEC transportation program.
5. FEC agrees to submit invoices and appropriate back up documentation for purchased transportation expenses related to this agreement to KCATA for approval and payment. All approved purchased transportation expenditures associated with the agreement will be paid by KCATA. FEC is required to invoice KCATA by the 15th of each month for transportation services provided during the previous month. The KCATA will pay for transportation services within thirty days following receipt of verified invoices.
6. Total fares remitted by FEC clients to the Transportation Provider will be retained by the Provider. It has been agreed that client participants will pay a \$1.50 per one-way trip fare for trips provided during the 30-day transportation period, which may be extended up to no more than 90 days.
7. If no service options will be available for a client when the full allowed period of service is over (which can be as long as 90 days), FEC may solicit funding support to provide the transportation service from the employer or other beneficiaries. FEC will work to make sure the client is kept well informed about the transportation options or lack of options to allow the client to make informed decisions about his/her employment location.
8. FEC and the KCATA jointly agree that the availability of permanent job related transportation to FEC clients whether through existing fixed-route bus service, newly established fixed-route bus service or an alternative mode, such as vanpooling, is of the utmost importance. It is, therefore, agreed upon by both parties that transportation availability beyond the 30-day period will be at the sole discretion of FEC, contingent upon funding availability. The

maximum allowed for funding assistance under this agreement is 90 days. FEC and the KCATA will make every effort to meet this goal. All routes will be wheelchair accessible.

9. FEC has sole responsibility for determining the eligibility of participants. They will be Kansas City Missouri residents **ONLY** and FEC program clients who are residents of Kansas City, Missouri who have no other access to and from employment except for the transportation services noted.
10. The FEC will meet at least monthly with the KCATA for the purpose of reviewing data of current FEC jobs transportation participants and to convert, when and where possible, the clients to public transit according to established criteria. The client's trip using public transit should take no longer than 90 minutes, one-way.
11. The KCATA will work with the FEC to compose and submit reports to the Director of Public Works on a quarterly basis. The KCATA will be responsible for reporting on:
 - FEC client transportation issues for the quarter, and use of Metro services and special FEC transportation services.
 - Establishment and operation of temporary transportation services within 30 days of enrollment in the special service.
 - Monthly update on expenditures and budget availability.
12. Funding Assistance
 - KCATA agrees to appropriate _____ to FEC to fund a job development/retention in-house staff position, contingent upon the availability of city sales tax funding.
 - KCATA will make available an amount not to exceed _____ to pay for transportation services provided by the FEC's transportation services contractor, the ATA's Advantage program or the ATA's Share-A-Fare program, contingent upon the availability of city sales tax funding.

13. General Provisions

a. Assignability

FEC shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of KCATA thereto. In the event of KCATA's consent to assignment of this Agreement, all of the terms,

If FEC fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the time period permitted, KCATA shall have the right to terminate the Agreement without any further obligation to FEC. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against FEC and its sureties for said breach or default.

e. Waiver of Remedies for any Breach

In the event that KCATA elects to waive its remedies for any breach by FEC of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

SIGNATURES:

Full Employment Council


Clyde McQueen
President

Date: 6-4-10

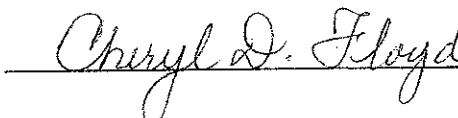
Attest: 

Kansas City Area Transportation Authority


Mark Huffer
General Manager

Date: 6-7-10

Attest:





Job Access Reverse Commute Program
& New Freedom Program
2011 FUNDING APPLICATION

Section 5317 New Freedom (Operating)
Project Name: **#296 Metroflex Expansion**

Section 4 Supplemental Information and
Attachments

Service Description - Attachment 1:

Route #296 Service Map

296 Bannister/Hillcrest MetroFlex Service Area



LEGEND

- Service Area
- Service Area Mon. - Fri. only
- Transfer points. Ask the MetroFlex agent for transfer options.



