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Res. 17884

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 22nd day of June 2012, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and the **KANSAS CITY REGIONAL TRANSIT ALLIANCE**, 1000 Walnut Street, Suite 224, Kansas City, Missouri, 64106, a Missouri not-for-profit corporation, hereinafter called "KCRTA".

WITNESSETH:

WHEREAS, Jackson County, the Mid-America Regional Council, the Kansas City Area Transportation Authority, and certain other municipalities throughout the County have joined in supporting the development of a regional rail system that would connect downtown Kansas City with certain commuter corridors; and,

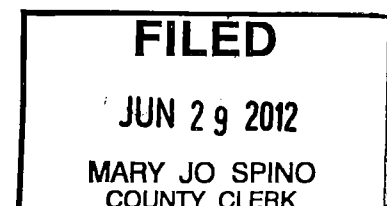
WHEREAS, the Kansas City Regional Transit Alliance (KCRTA) is a Missouri not-for-profit corporation formed to educate the public on transit options and is an appropriate entity to undertake the coordination of transit education effort that will inform the general public regarding the merits of public transit; and,

WHEREAS, KCRTA has agreed to work with the Transit Education Committee and designated consulting firms to develop, administer, and execute the transit education program; and,

WHEREAS, this agreement with KCRTA to perform these services is authorized by Resolution 17884, dated April 23, 2012; and,

WHEREAS, KCRTA and County have agreed to be bound by the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions



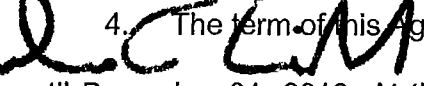
herein contained, County and KCRTA respectively promise, covenant, and agree with each other as follows:

1. KCRTA shall undertake an effort to inform the general public and targeted stakeholders about the merits of public transit. These services include, but are not limited to, educating people about the benefits of developing a regional rail service as well as ancillary transit services as may be needed, securing additional public and private funding to support the effort, community relations and outreach, communications planning, and media buying, and additional services as is more fully described in the attached Exhibit A and incorporated herein by reference.

2. KCRTA shall work as an independent contractor and not as an employee of County. KCRTA shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. KCRTA shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay KCRTA a lump sum amount not to exceed \$230,266.00 as payment for the County's portion of the expense for services under this Agreement. Payment shall be made upon execution of this Agreement. ^{ES:lm} ~~Up to~~ 10 percent, or \$23,026.60, of the County's contribution ^{ES - will} ~~may~~ be utilized by KCRTA for an administrative program fee. Additional funding for the transit education effort is being provided by various public and private entities. It is anticipated that all funds provided to KCRTA by the County and other participating entities will be expended pursuant to the budget attached as Exhibit B. In the event funds remain unspent after the completion of the transit education program,

County shall be entitled to a refund of its contribution pro rata, along with other contributing entities, based upon the amounts contributed by each contributing entity. Following such completion, KCRTA shall submit a report summarizing all activities, expenses, invoices, and receipts under this Agreement.

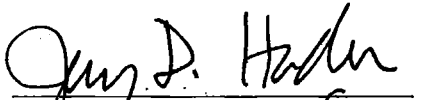
 4. The term of this Agreement shall be effective upon execution, and shall extend until December 31, 2013. At the agreement of both parties, this Cooperative Agreement may be extended for an additional period of time. KCRTA or County may terminate this Agreement by giving thirty days written notice to the other party. Should this Agreement terminate, all transit education work product, and funds, including but not limited to, books, brochures, fliers, lists, any remaining County funds, and all other County materials relating to transit education developed and funded through the transit education committee must be delivered and returned by KCRTA to County within three days of the demand of County.

5. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

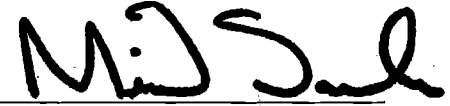
6. This Agreement incorporates the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

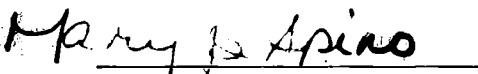
APPROVED AS TO FORM:


W/ Stephen Nixon
County Counselor


JACKSON COUNTY, MISSOURI

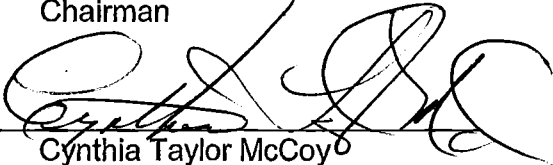
By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

KANSAS CITY REGIONAL TRANSIT ALLIANCE

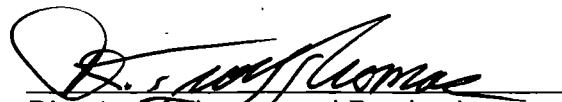
By: 
E. Crichton Singleton
Chairman

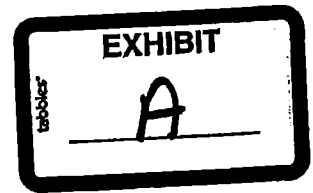
By: 
Cynthia Taylor McCoy
Executive Director
Federal ID #: 31-1694118

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$230,266.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account No. 004-5104-56790
5104 2012 006



Kansas City Regional Transit Alliance

TRANSIT EDUCATION SCOPE OF SERVICES

Purpose and Background

This outlines services that the Kansas City Regional Transit Alliance (KCRTA) will undertake in an effort to inform the general public and targeted stakeholders about the merits of public transit. These services include, but are not limited to, educating people about the benefits of developing a regional rail service as well as ancillary transit services as may be needed. Funding for this transit education effort is being provided by various public and private entities.

Jackson County, Missouri and others are supporting the development of a regional rail system that connects the central business district of Kansas City, Missouri as well as key suburban areas along the I-70 corridor, the Rock Island rail right of way, and the I-435/US71 corridor segment to Grandview and Belton.

The County, through the Mid-America Planning Commission, the City of Kansas City, Missouri and the Kansas City Area Transportation Authority (KCATA) is raising funds to support a "Transit Education" effort that informs the population about the overall benefits of transit including the regional rail proposals. As the premier voice of transit in the Kansas City metropolitan area, the KCRTA is well suited and uniquely qualified to undertake the coordination of this effort. In addition, the County has engaged Avvantt Partners LLC (AP) to assist in developing and executing this "Transit Education" effort.

The transit education program began in the fall of 2011 and is anticipated to continue at least through fall of 2012.

Scope of Work

These tasks are associated with the Transit Education scope of work including KCRTA's responsibilities:

1. Administration—the overall effort will require coordination and administration to ensure that dollars are accounted for as well as properly and effectively spent. KCRTA will issue reports from time to time and upon request that account for funds received and expended. This task also includes responding to media inquiries that may be directed to the KCRTA and/or the Transit Education effort. The KCRTA Chairperson or his/her designee(s) is the spokesperson for the KCRTA and will field media requests. If needed, a media relations person may be engaged to assist in this task.

The KCRTA is responsible for:

- Ensuring that the work of committee is within budgeted resources.
- Soliciting, reviewing and setting up consultant contracts. Monitor consultant contracts and work scope completion.
- Work with AP in the execution of the transit education program.

2. Fundraising—it is estimated that \$500,000 to \$750,000 will be needed in 2012 and 2013 to execute an effective transit education effort. One of the main tasks is to secure public and private funding to support the effort.

The KCRTA is responsible for:

- Providing accounting to track contributions, expenses, invoices and receipts.
- Monitoring and reviewing progress, assist with efforts as needed.

3. Community Relations and Outreach—it is a cornerstone of the transit education effort to ascertain the current opinion with respect to public transit within Jackson County. This task includes community outreach in the form of a Jackson County Regional Rail Coalition (JCRRC), a speaker's bureau, community discussion/focus groups, and other activities intended to determine the community standing of transit.

The KCRTA is responsible for:

- Providing information relevant to the transit education scope of services as needed, contribute speakers and input into this process, attend meetings as needed.
- Maintaining a contact database, web site, social media, and email communication.
- Providing JCRRC meeting logistical support including securing meeting locations, set-up and reminding meeting participants of the meetings.

4. Creative Services and Communications Planning—this task involves creating educational messages (including copywriting) and deciding the media (e.g., television, radio, billboards, etc.) to be used in communicating these messages.

The KCRTA is responsible for:

- Approving and process invoices, track and review expenditures and provide feedback on efforts.
- Providing input and feedback on task activity to AP and other designated consultants.

5. Media Buying—involves purchasing media time in execution of the communication plan.

The KCRTA is responsible for:

- Approving and process invoices, track and review expenditures and provide feedback on efforts.
- Providing input and feedback on task activity to AP and other designated consultants.

Staffing

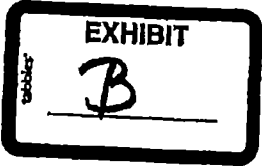
The transit education scope of work will be executed as follows:

1. KCRTA consists of KCRTA staff including the Executive Director as well as a special oversight group called the Transit Education Committee which shall have primary responsibility for the administration and execution of the transit education program. The transit education committee consists of five KCRTA Board members, currently Kite Singleton, Ted Rleck, Frank Weatherford, Garry Kemp and Lou Austin. The KCRTA staff reports to the Education Committee on matters relating to the transit education program. All transit education contributions and expenses will be transacted through a restricted trust account requiring authorization from designated member(s) of the transit education committee in addition to KCRTA staff.
2. AP is under contract with Jackson County and will work with KCRTA transit education committee in the administration and execution of the transit education program.
3. Other consultants consist of firms with specialized skills needed for the above tasks. These firms will be under contract with the KCRTA. Key firms include Pelofsky and Associates (Pelofsky) and R&R Partners (R&R). Finally, depending on funding and other factors, a media relations firm may be added to assist the KCRTA in fielding media inquiries regarding the transit education program.

Compensation

KCRTA will receive for its services outlined above a program administration fee equal to ten percent (10%) of funds raised for the education effort. AP is compensated directly by Jackson County. Other consultants will be paid by KCRTA through the transit education committee with funds raised for the education effort. KCRTA, to accomplish start-up of its administrative services, is allowed an initial start-up fee of up to \$10,000 which will be credited against the overall allowable compensation. KCRTA through the transit education committee will make a full accounting of funds received as well as expended.

KCRTA Transit Education Budget



Projected Expenses

	Planned	Actual
Media Firm	\$ 150,000	
RTA Program Fee	\$ 64,000	
Radio	\$ 85,000	
Focus Group	\$ 10,000	
Television	\$ 250,000	
Outdoor/transit	\$ 50,000	
media production	\$ 75,000	
Web/social	\$ 10,000	
fund raising/resea	\$ 47,000	
Travel	\$ 12,000	
Contingency	\$ 12,000	
Total	\$ 765,000	

