



Board of Commissioners

Open Meeting

Friday, February 18, 2022 at 8:30 AM

Virtual Meeting

Headquarters - Board Room, 6th Floor

One Metropolitan Square, 211 N. Broadway, Suite 650

St. Louis, Missouri 63102



Board of Commissioners - Open Meeting - February 18, 2022 - 8:30 AM

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Windmiller
2. Roll Call	Quorum	M. Bennett
3. Proclamation Presentation - Former Commissioner Justin Zimmerman	Information	Chair Windmiller / T. Roach
4. Public Comment	Information	Chair Windmiller
5. Approval of the Minutes of the November 8, 2021, Executive Committee, Open Meeting	Information	Chair Windmiller
A. Draft Minutes - November 8, 2021 - Executive Committee, Open Meeting - 5		
6. Approval of the Minutes of the November 19, 2021, Board of Commissioners, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes - November 19, 2021 - Board of Commissioners, Open Meeting - 6		
7. Approval of the Minutes of the December 10, 2021, Special Meeting, Board of Commissioners, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes - December 10, 2021 - Special Board Meeting, Open Meeting - 33		
8. Approval of the Minutes of the December 28, 2021, Executive Committee, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes - December 28, 2021 - Executive Committee, Open Meeting - 35		
9. Report of the President	Information	T. Roach
10. Report of the Operations Committee	Information	Chair Windmiller
A. Draft Minutes - January 28, 2022 - Operations Committee, Open Meeting - 37		
11. Report of the Audit, Finance & Administration Committee	Information	Chair Windmiller
A. Draft Minutes - January 28, 2022 - Audit, Finance & Administration Committee, Open Meeting - 46		
12. Report of the Safety & Security Committee	Information	Commissioner Simmons
13. Adjustment of the Consent Agenda	Approval	Chair Windmiller
14. Consent Agenda	Approval	Chair Windmiller
A. Agreement between Missouri Department of Health & Senior Services and Bi-State Development (Resolution #1179)		

2. MDHSS Agreement - 53

3. Resolution #1179 - 83

B. Sole Source Contract Authorization for Professional Engineering Services Phase 2 – Engineering & Design Support Services – Rehabilitation of the MetroLink Cross County Extension Tunnels & Stations (Resolution #1180)

1. Briefing Paper - 86

2. Resolution #1180 - 88

C. Contract Modification: Contract with WSP USA, Inc. – MetroLink Station Enhancements (Resolution #1181)

1. Briefing Paper - 91

2. Resolution #1181 - 93

D. Skinker Bridge Rehabilitation Project – Design Contract Time Extension (Resolution #1182)

1. Briefing Paper - 96

2. Resolution #1182 - 98

E. East Riverfront Stair – Contract Time Extension (Resolution #1183)

1. Briefing Paper - 100

2. Resolution #1183 - 101

F. Sole Source Contract Authorization for Replacement of MetroLink SCADA System (Resolution #1184)

1. Briefing Paper - 103

2. Resolution #1184 - 106

G. Contract Award Bus and Van Inspection Services (Resolution #1185)

1. Briefing Paper - 109

2. Resolution #1185 - 111

H. Heavy Duty Transit Buses (Resolution #1186)

1. Briefing Paper - 113

2. Resolution #1186 - 115

I. Letter of Agreement Between Bi-State Development and The Jerry Costello Group, LLC for Consulting Services for the St. Louis Regional Freightway and Bi-State Development (Resolution #1187)

1. Briefing Paper - 117

2. Exhibit A - Letter of Agreement - 119

3. Attachment - Summary of Accomplishments - 121

4. Resolution #1187 - 123

J. Intergovernmental Agreement between BSD and Regional Justice Information Services (REJIS) (Resolution #1188)

1. Briefing Paper - 126

2. Intergovernmental Agreement - 130

3. Resolution #1188 - 168

15. Intergovernmental Agreement between City of St. Louis and Bi-State Development for the 2022 Gateway Go Youth Fare Program (Resolution #1192)

Approval

T. Roach

A. Briefing Paper - 171

B. Cooperative Agreement - City of St. Louis - Gateway Go Program - 172

C. Resolution #1192 - 176

16. Memorandum of Agreement - Loop Trolley (Resolution #1193)

Approval

T. Roach

A. Resolution #1193 - 179

B. Memorandum of Agreement - 182

17. Unscheduled Business

Approval

Chair
Windmill

18. Operations Report

Information

C. Stewart

A. Workforce Update - 192

19. Call for the Dates of Future Board & Committee Meetings

Information

M. Bennett

20. Adjournment to Executive Session

Approval

Chair
Windmill

If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Employee Negotiations under §10.080(D)(5); Purchasing & Contracts under §10.080(D)(7); and Auditors under §10.080(D)(10).

21. Reconvene to Open Session

Approval

Chair
Windmill

22. Adjournment

Approval

Chair
Windmill

**BI-STATE DEVELOPMENT
EXECUTIVE COMMITTEE MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
November 8, 2021 10:00 AM**

Executive Committee Members in Attendance via Zoom

Rose Windmiller, Chair
Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer
Fred Pestello, Secretary

Staff in Attendance

Barbara Enneking, General Counsel
Brenda Deertz, Director Executive Services
Myra Bennett, Manager of Board Administration
Diana Bentz, Vice President Talent Management
Charles Stewart, Executive Vice President Organizational Effectiveness

- 1. Open Session Call to Order**
10:00 a.m. Chair Windmiller called the Open Session of the Executive Committee Meeting to order at 10:00 a.m.
- 2. Roll Call**
10:00 a.m. Roll call was taken, as noted above.
- 3. Adjournment to Executive Session**
10:01 a.m. Chair Windmiller asked for a motion to move into Executive Session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); and Personnel under §10.080(D)(3), and to adjourn the meeting directly from the Executive Session, as no votes will be taken. The motion was made by Commissioner Simmons and seconded by Commissioner Pestello.

A roll call vote of the Executive Committee was taken as follows:

Rose Windmiller – Yea
Justin Zimmerman – Yea
Herbert Simmons – Yea
Fred Pestello – Yea

The motion passed, and the Committee moved into Executive Session at approximately 10:02 a.m.

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
November 19, 2021**

Board Members in Attendance via Zoom

Missouri

Rose Windmiller, Chair – Absent
Vernal Brown, Secretary
Fred Pestello
Nate Johnson
Sam Gladney

Illinois

Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer
Irma Golliday (joined at 8:32 a.m.)
Terry Beach
Derrick Cox

Staff in Attendance via Zoom

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Brenda Deertz, Director Executive Services
Myra Bennett, Manager of Board Administration
Jessica Mefford-Miller, Executive Director Metro Transit
Kevin Scott, General Manager Security
Patti Beck, Sr. Director Media and Public Relations
Ted Zimmerman, Vice President Marketing and Communications
John Langa, Vice President Economic Development
Trenise Winters, General Manager MetroBus
Tammy Fulbright, Executive Vice President and Chief Financial Officer
Andrew Ghiassi, General Manager Safety/Chief Safety Officer
Kimberly Evans, MetroBus Operator
Jackie Williams, MetroLink Light Rail Operator
Jerome Pampkin, Call-A-Ride Van Operator

Others in Attendance

Erin Stumpf, ASL Interpreter
Brett Runge, ASL Interpreter
Paul Hampel, representing St. Louis County Executive Office
Don Roe, representing St. Louis City Mayor's Office
Reginald Howard Sr., President & Business Agent of Amalgamated Local 788
Justin Sobeck, Missouri Department of Transportation
Joshua Katz, Illinois Department of Transportation
Lindbergh Askew, III, Illinois Department of Transportation
Alexis Billingslea, Illinois Department of Transportation

1. Open Session Call to Order

8:30 a.m. Vice Chair Zimmerman called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:30 a.m.

2. Roll Call

8:30 a.m. Roll call was taken, as noted above.

3. Proclamation Presentations

8:32 a.m. Vice Chair Zimmerman noted that he would like to start today's meeting with some special recognition for Metro Transit Operators who have gone above and beyond to serve the St. Louis region during this global pandemic. He introduced three of the dedicated operators who were in attendance at the meeting: Kimberly Evans from MetroBus, who has had perfect attendance during this pandemic; Jackie Williams from MetroLink, and Jerome Pampkin from Metro Call-A-Ride. He noted that Reginald Howard, President and Business Agent of Amalgamated Local 788 was also in attendance. He thanked the Operators in attendance, as well as their fellow operators, for their service, especially during the last 19 months as they faced challenges unlike any we have seen before in our history. He stated that, echoing the Board of Commissioners' appreciation, are Taulby Roach, Jessica Mefford-Miller, Trenise Winters, Jeff Butler and Martin Gulley.

Vice Chair Zimmerman presented a proclamation to the Operators, as follows:

On behalf of the Bi-State Development Board of Commissioners, we do hereby recognize the operators of MetroLink, MetroBus and Metro Call-A-Ride for their exemplary Service to the St. Louis Region during the COVID-19 Pandemic.

In bestowing this honor upon the Operators, the Bi-State Development Board of Commissioners recognizes the exceptional service and dedication they bring to the Metro Transit organization and the St. Louis region; and

WHEREAS, the St. Louis region, like every other part of the nation has been, and is, greatly impacted by the COVID-19 pandemic; and

WHEREAS, throughout the pandemic, the Operators of MetroLink, MetroBus and Metro Call-A-Ride provided exemplary service to the St. Louis region, diligently, day in and day out, serving on the front line to provide public transit service for the St. Louis region; and

WHEREAS, the Operators of MetroLink, MetroBus and Metro Call-A-Ride have a long-standing record of excellence and of going beyond and above the standard and routine to provide exemplary transit service to the region.

NOW THEREFORE, be it proclaimed, that the Bi-State Development Board of Commissioners expresses its sincerest appreciation to the operators of MetroLink, MetroBus and Metro Call-A-Ride and declares today, Friday, November 19, as MetroLink, MetroBus and Metro Call-A-Ride Operator Day.

President and CEO, Taulby Roach, stated that Metro Transit is one of Bi State Development's enterprises, and we operate public transit services for the City of St. Louis and St. Louis County

in Missouri and in St. Clair County in Illinois. He stated that our transit partners in these jurisdictions would also like to give special recognition to our transit operators. He introduced Paul Hampel, representing St. Louis County Executive Sam Page. Mr. Hampel presented a proclamation to the Operators, on behalf of St. Louis County.

President and CEO Roach introduced Don Roe, representing St. Louis City Mayor Tishaura Jones. Mr. Roe presented a proclamation to the Operators, on behalf of St. Louis City.

President and CEO Roach noted that St. Clair County Board Chairman Mark Kern also wanted to recognize our hardworking transit operators and he provided this special proclamation for today. Mr. Roach read the proclamation, as follows:

WHEREAS, the COVID-19 global pandemic brought new challenges to our nation, the bi-state region and to St. Clair County in 2020 and 2021; and

WHEREAS, access to public transit reached a critical level, especially for front-line workers at hospitals, urgent care centers, clinics, health care facilities, pharmacies, grocery stores, nursing homes and other businesses and organizations; and

WHEREAS, operators for Metro Transit went above and beyond to provide essential transit service for the St. Clair County Transit District community, even during the most uncertain points of the global pandemic; and

WHEREAS, these operators are committed to transporting citizens back to work and other important destinations to help the economy recover; and

WHEREAS, the resilience and dedication demonstrated by these operators has been exceptional and courageous;

NOW THEREFORE BE IT PROCLAIMED that I, Mark A. Kern, County Board Chairman, do hereby proclaim November 19, 2021 as “Transit Operators Day” throughout St. Clair County.

President and CEO Roach thanked the Operators in attendance for their commitment to moving the St. Louis region, in spite of a global pandemic, and expressed appreciation to all of the operators at MetroBus, MetroLink and Metro Call-A-Ride for their dedication and service.

4. Public Comment

8:43 a.m. Vice Chair Zimmerman noted that several public comment cards were received for today’s meeting, and those comments were distributed to the Commissioners. He stated that he would like to thank the public for their input, and stated that these comments are important to the Board. He noted that, due to time constraints and the amount of business to be conducted at today’s meeting, the comments would not be read aloud; however, the comments are contained in the meeting materials on the BSD website, and the comments will also be included in the minutes of today’s meeting. Vice Chair Zimmerman stated that, as all of the comments received pertain to service reduction and workforce shortage issues, Jessica Mefford-Miller, Executive Director of Metro Transit, and President & CEO, Taulby Roach, will be providing an update and additional information regarding these issues at today’s meeting, under the Operations Report. He noted that he would like to look into a better way of addressing the comments.

The following public comments were submitted for the meeting:

Name: Tony Barsanti
Representing: Myself
Topic: Bus Lines/Frequency

Comments: Hello,

If we are to thrive as a metro area and provide our residents with the ability to lead the lives they want, it won't be possible without a robust, reliable transit system that gives people transportation options other than owning one or multiple vehicles. Plainly, we need to drastically increase both the number of bus routes and their frequency. While it would benefit everyone in the STL Metro area, north city and county would stand to benefit the most, since these areas have been shown to have the lowest rate of car ownership, therefore finally providing residents there a reliable and affordable source of transit. Lastly, as usage rises, traffic congestion would plummet, reducing the need for constant road/highway widening and repairs, and the fewer sources of engine exhaust would greatly improve air quality. It's a win-win for everyone, and needs to be done desperately. In a modern, advanced society, a typical family shouldn't be forced to have two car payments just to get to work and live their lives. We need more options.

Name: Richard Bose
Representing: myself
Topic: Bus service

Comments: Please redouble your efforts to staff bus service. Coercing people to spend money on cars is burdensome.

Name: John Nash
Representing: Myself
Topic: Bus Driver Shortage, Frequency Changes, and Route Adjustments

Comments: We need to make it easier to become a bus driver, not penalize the riders for poor leadership. Raise the pay, incentivize the training, and make bus routes more frequent and comprehensive.

Spending money on security will do nothing except satisfy the suburban population who hold the misconception that public transit is riddled with crime. Reallocate that money toward bus driver pay, upgrading stations and bus shelters, and generally spending money in ways that actual riders would benefit from. Otherwise, the 'shortage' will continue to get worse and ridership will decrease when we prioritize security over reliability.

Name: Austin Archinal
Representing: Austin Archinal

Topic: Bus Frequency and Safety

Comments: In the time of this pandemic, safety aboard public transit vehicles is greatly affected by the frequency of the routes. I know many factors must go into determining schedules, but if passengers are regularly riding two-to-a-seat with some standing on the #70 or #11 or #10 etc (and with no enforcement of the long-standing mask mandate, I might add), the safety of public transit passengers is put at greater and greater risk. A large factor, perhaps the largest, at play in this mess is the low wages paid to drivers. I work in the back of a retail shop and have been paid more for years, I'm getting a raise soon. Treat the drivers well so that the routes can at a healthier pace for everyone.

Name: Nathan Kwart

Representing: Myself and the other poor and working class of St. Louis

Topic: Buses and Drivers

Comments: Bi-State needs to increase pay and benefits for Bus Drivers so that our region can rely on dependable, frequent bus service. New Bus Drivers in Kansas City make nearly two dollars more an hour. As the backbone of the system, they deserve higher than starting wages than what is essentially minimum livable wage.

We should be listening to ridership, we are screaming for frequency to get to jobs, school, doctor's appointments, etc. This is life and death for many. We should also consider moving funds for hiring safety contractors to improving safety through frequency. Initiatives like Bus Rapid Transit lines, which are inexpensive to roll out and provide stable lines to re-imagine how the system can benefit those who use it most.

Name: Kyle Green

Representing: Brustl.org

Topic: Public Transportation

Comments: This city needs to prioritize public transportation. Buses have been delayed or showing up not at all, as of late. It's not hard to understand that when you pay drivers a minimal wage, and they see they can just simply drop off Amazon packages for more money, they would never want to interact with the public. This city has a transportation problem and the only news we ever hear about transportation is for that dumb--- trolley in the loop that goes nowhere. (No offense Joe) the civic center station which was built to make riders more comfortable and provided restrooms and a heated area, is a glass walled break room for police and metro employees. We need more drivers running lines and on time. People will pay for it if it's reliable and safe. Also don't say it's a dollar a ride. It's more expensive now than before the pandemic to catch a bus than the metro without a monthly pass. I ride our metro system everyday, yet it feels more and more like the city and county don't care about people who ride public transportation.

Name: Erica Brooks

Representing: Erica Brooks & Gabriel Cornelius

Topic: Reconsider the Temporary Suspension Bus Services for Bus Route #79 on November 29, 2021

Comments:

Dear City of Ferguson and Bi-State Development Agent,

We, my son Gabriel Q. Cornelius and I, Erica M. Brooks, the Grassroots Organizers were at this juncture in 2019 spearheading the campaigning to retain Bus Route #79, as well as retaining access to affordable, convenient, and safe public transportation after 7pm and on weekends. At that time, there was a feedback process which started in 2017 which we weren't informed about by the City of Ferguson. It was only when my Facebook notification appeared on my phone that we demanded a chance to give our feedback as a community and had a opportunity to pursue a campaign for 6 months to retain Bus Route #79.

However, this time, as a community we were notified on November 5, 2021 which is 24 days before the changes. It came up on your website and I was sent a text on that same day, November 5, 2021. It explain that our bus service, Bus Route #79 would be "TEMPORIARLY" suspended after 8pm. <https://www.metrostlouis.org/upcoming-schedule-changes/>.

This change is similar to the cuts Bi-State's project, Metro Reimagined and Ferguson's former City Manager Jeffrey Blume were trying to arrange before (No bus services after 7pm, no services on the weekend and by to cut out the Suburban Ave. and Dade Ave. , This is the neighborhood portion of Bus Route #79. Nevertheless they wanted to retain the business portion of Bus Route #79 in the special business district of Ferguson, MO. In addition, the former City Manager, Jeffrey Blume told me in my face that he empathized with Metro's business sense totally excluding to importance of his residents (students, elderly, taxpaying citizens, low-income, the disable and anyone else who would have had to walk a mile to access affordable, convenient, and safe public transportation. He didn't care about us walking more than a mile to the bus stop, physical or health challenges, our safety, the weather, carrying our belong-ings for more than a mile, etc. This short notice puts a strain on our financial circumstances and job opportuni-ties, increases in the homelessness and joblessness, creates unsafe neighborhoods and challenging situations for the physically disable. In addition, it doesn't fully live up to the mission of the Transportation & Mobility section in the OurFerguson 2040 Comprehensive Plan. The mission of Ferguson when it comes to Transportation & Mobility is as follows:

"Transportation & Mobility in OurFerguson At its essence, the transportation is about connecting people to their community. It is made up of the streets and sidewalks, buses and greenways that run throughout the city and the region. When the network functions properly, it provides mobility for all people, regardless of means or ability. It connects people to employment, commerce, entertainment-and to each other. When it is meaning-fully integrated into a place, it can create interactions and vitality. When transportation fails, where it is broken, it adversely affects health, limits opportunity, and can isolate rather than connect. "(Page, 68)

This is why our City of Ferguson need to intercede on our, the Community's behalf to let Bi-State know that "Temporarily Suspension on bus services after 8pm which could led to a permanent

change when Bi-State sees that this change suites them well. In addition, the City of Ferguson and the steer committee of the Our Ferguson 2040 Comprehensive Plan didn't put the correct bus route number in the original or description of the route of Bus Route #79. After I, Erica M. Brooks brought to Brian Hurd, Rise Community Development, Program Manager of the planning team for the comprehensive plan attention that's when he looked into the situation. The bus route number was changed from #70 to 79, but the description of the route is still just going down Florissant Road and not altering between Suburban Ave. and Dade Ave., as well as Florissant Road. This is an opportunity for the current changes of Metro STL to Temporarily suspend the of services without changing the description of the Our Ferguson 2040 Comprehensive Plan. As a result, it will all go back to the original mission of Metro Reimagined and Jeffrey Blume's, the former Ferguson City Manager's plan in 2019 to cut out Suburban Ave. and Dade Ave. and just service Florissant Road. This is the description from the comprehensive plan:

Availability of Transit

Metro operates three bus routes that directly serve the City of Ferguson: the #74 (north-south along West Flo-rissant Avenue), the #61 (east-west along Chambers/Hereford Road), and the #79 (North Florissant Road serv-ing the west side of the city). All three routes provide service to the North County Transit Center, just north of the City of Ferguson, providing connectivity to the broader Metro transit network. (Page, 69)

The incorrect description needs to be changed to option #3 which we, as the community of Ferguson chose in 2019 during our Ferguson Public Transportation Town Hall on Saturday, May 19, 2019.

In order to create a beneficial situation for the community of Ferguson to have access to affordable, convenient and safe public transportation on Bus Route #79, the follow opportunities should be retained for the bus riders and created for the bus drivers:

1. Our services should not be suspended after 8pm, but maintained by offering the current bus drivers the bo-nus Metro is offering as an incentive to the new bus drivers. If the bus drivers are already in place, why not ac-commodate them through the COVID-19 pandemic to be encouraged to stay. I would think that Metro should be able to afford this after the CARES ACT Funds and The ARPA Funds as a financial lost and health risk for the bus drivers and the passengers. https://www.stltoday.com/news/local/metro/st-louis-public-transit-company-offers-2-000-signing-bonuses-for-new-drivers-electricians-and/article_ef5668e1-7e1a-Sc7b-9e29-bed2120a93b0.html

2. Metro said, "Evening service in North St. Louis County will be available with Via Metro STL from 8 p.m. to 1 a.m., seven days a week. Via Metro STL is an on-demand transit service that lets you hail a ride using the Via app when you need it - no schedule or advance booking required." <https://www.metrostlouis.org/upcoming-schedule-changes/> As we know, having a scheduled bus service is more reliable and safe. We will know where and where the bus service will pick us up no matter the weather and a traffic delay. In addition, we won't have a clue if the Via Metro STL is in our area or if there is room in the vehicle according to the COVID-19 social dis-tance mandate.

3. Last, but not least, as taxpaying residents, when Bi-State/Metro receive our sales tax dollars from St. Louis County, it is contractually promised by Bi-State/Metro monetarily will provide us with access to reliable, afford-able, convenient and safe public transportation.

City of Ferguson and Metro STL, deciding to make this last minute changes doesn't demonstrate that you both are looking out for our livelihood, our financial stability and/or our safe. Please reconsider this changes.

Name: Aura Burns
Representing: Bus rides
Topic: No driver

Comments: Bi-state has the nerve to charge \$78 for a bus pass but yet they have no drivers early in the morning when people are trying to get to work or late in the evening when people are trying to get home the absence of drivers is not known by the riders until the bus doesn't show and there you are standing 1 to 2 hours waiting for a bus you need to fix this problem you need to fix it fast. The bus riders of St. Louis Missouri deserve better we deserve a service that is prompt reliable and secure if I'm paying \$78 for a bus pass a bus Better show up and be on time and have a polite courteous driver.

Name: Allison Andrelchik
Representing: general public
Topic: increasing staff pay

Comments: As a regular rider of metro (bus and train), it is a hard and thankless job. This results in needing a strong work force, so it only makes sense that base pay would increase and drivers/operators would be compensated appropriately.

With the low pay and lack of safety precautions on the bus, I have noticed it negatively impacts the availability of buses, making travel time longer and longer, which makes it more difficult to rely on metro as a way to get to work. I believe increasing pay to staff will reduce this and benefit the st louis community.

Name: Mia Salamone
Representing: myself
Topic: Bus driver pay

Comments: I strongly encourage Bi-State to improve starting pay and benefits for bus drivers, so that we can fill our steep operator shortage and reduce the amount of time riders will spend waiting at bus stops this winter. Starting pay at Metro is \$15.88/hr, while starting pay across the state in Kansas City is \$17.48/hr.

Name: Ellie Gund
Representing: Idk
Topic: Bus Driver Pay

Comments: Bus drivers do essential work for our community to function. Their job is incredibly challenging, and they work so hard to get us where we need to go. They deserve to be paid more! Increasing bus driver pay will be an important step towards alleviating the bus driver shortage.

Name: Josiah Gundersen
Representing: Resident of St. Louis City of the 20th Ward
Topic: Bus Cuts and Wages in the St Louis Region

Comments: As someone who cannot afford to own a car currently and who relies heavily on bus transportation to get from my apartment in South City up to my job in midtown on a regular basis, the news that a bunch of bus routes are going to be cut or occur with less frequency is extremely alarming. This will hurt the most vulnerable communities here in St. Louis who rely heavily on public transportation to get around the city for work and to meet their basic needs. Especially as winter is fast approaching, less frequent bus stops will leave so many people waiting in harsh weather conditions waiting for buses to come. I strongly urge Bi-State Development to raise the starting hourly wage in order to encourage more people to become bus drivers to fill the demand that is there. I have high respect for the work that my bus drivers do to get me around the city. They ensure that I am safe as they transport me to and from work and they do the best work in dealing with all the ins and outs that come with driving around complete strangers all day long and helping them find their way through the city. I strongly support the idea that my respect for the work that bus drivers do be reflected through a higher wage which will help encourage more citizens to take part in the important work that bus drivers provide for this vital piece of infrastructure in our city. Thank you for reading and hope you strongly consider my points as Bi-State Development moves forward in how they are modifying the infrastructure of transportation.

Name: Kathy Boykin
Representing: myself
Topic: bus drivers

Comments: Hello, I ride the bus every day. Some of these drivers need either customer service training or to be let go. I don't know why it's so difficult for some of them to know how to handle high-stress encounters with passengers. That's where the training comes in. However, there are some who allow their feelings to guide them and react when there's a complaint made against them. This has happened to me. However, the driver is still driving. I will continue to press for better service. The metro bus is my only transportation, so it's a necessity that I join this conversation. I take the #70 everywhere. That line used to have a regular schedule, but not anymore. Since COVID 19 disrupted everything, that #70 schedule has been, too. I don't understand why there are fewer buses. But, standing in cold weather after you've become acquainted with regular service is unsettling. I get home later and it's already dark when I leave

work. Some bus drivers do a good job of keeping order on that line, but a lot of people don't feel safe riding the bus even. There are just not enough metro police or police in general in St. Louis. That #70 line needs to return to regular service because Grand Center is not always a safe place to wait, especially at night. Is St. Louis so poor that they can't protect their own businesses? Overall, Metro's service has improved and I'm glad about that much. It's time to continue making it better for the passengers.

Name: Annie Rice
Representing: 8th Ward Alderwoman
Topic: Increasing bus driver pay and keeping lines running

Comments: Understanding that there are staffing difficulties nationwide, we cannot afford to cut Metro bus lines any further. They are already suffering, and unreliable, infrequent public transit negatively effects our workforce and economy in huge ways. We need BiState and Metro to lead here - competitive salaries to recruit and pay drivers to keep these lines running, because without reliable transit, especially as the temperatures drop, our whole region suffers. Transit is essential. If there is any COVID money left, this is a necessary use.

Also, as temperatures drop, please do everything possible to reopen shelters, especially if you have to make reductions to frequency, as people need safe places to wait for busses and trains. If pay increases are needed to attract staff for the shelters, please do that.

Any way I can be of use in my role with the city, please let me know. - Alderwoman Annie Rice

Name: Mary Timmel
Representing: Myself
Topic: Bus driver shortage

Comments: I want to encourage BiState to improve starting pay and benefits for bus drivers so we can begin to fill the steep operator shortage and reduce the amount of time riders spend waiting at bus stops this winter. All St. Louisians deserve access to efficient transit, especially as the weather is turning colder.

Name: Mark A Loehrer
Representing: Myself
Topic: Driver compensation

Comments: I am disgusted to have learned that current hourly wages for metro bus drivers are lower than what I make to sit in a chair and stare at a computer all day. These drivers are putting their lives at risk in the midst of a global pandemic and are owed a decent living wage.

Now I know nobody on Bistate's board actually rides the bus, much less the son of the city development agency director who implemented Team 4, but you gotta at least have the business acumen to know that well paid drivers translates to improved job performance and happier transit riders.

Name: Mary Waters
Representing: Self
Topic: Bus Driver Shortage

Comments: The bus driver shortage needs to be addressed. Now that Congress has passed the infrastructure bill, I'm sure we can find money to pay our bus drivers the wages they deserve -- they make almost \$18/hr in Kansas City, and we can do better. This way our routes can resume their regular frequencies (or maybe even add buses!), and properly staffed so that the drivers only have to work 40 hours a week if they choose, because overworked drivers aren't safe drivers. Our bus system needs drastic improvement.

Name: Kelly Stout
Representing: Self
Topic: Metro Bus cuts

Comments: As a downtown public transit commuter, I urge the board to increase wages and benefits for drivers. And to work harder to attract the employees needed to increase and improve bus service. Reducing operations and frequency, and keeping them at reduced levels, disenfranchises commuters and frankly is a poor approach to operation and management. Further, Metro cutting/limiting service because it is unwilling or unable to attract employees, reflects poorly on its ability to contribute to our region's growth. If St. Louis commuters can't rely on our public transportation then we work to secure alternative means we can rely on. My point being that routine stop cancellations does not serve any form of a service model. Creating a flourishing public transit requires commitment and effort from Metro.

I'm asking that Metro prioritizes employee hiring/retention and increases bus service frequency, for the good of riders and the region.

Name: Jonathon Hunt
Representing: Myself
Topic: Service cuts

Comments: Please consider increasing driver pay so you can hire and retain enough staff to keep from cutting bus service. I have a car but often take the bus to work or events downtown as it is far more convenient - but the buses have to actually run for this to be convenient.

Name: Imran Hanafi
Representing: Self
Topic: Bus cuts

Comments: Public transit is the life-blood of communities. Workers in many industries had existential moments during the pandemic and many have changed direction. Drawing them back to bus driving may mean higher pay or more benefits. Maybe partner with social organizations that are training people for jobs to get back on their feet, or students in technical colleges etc.

We've got to figure out staffing bus drivers so that bus transport does not dwindle into an ineffective system.

Name: Dr. Mary Angelica Painter
Representing: Self
Topic: Bus routes/availability/access

Comments: Bus availability and scheduling has caused hardship to myself, my neighbors, and others in the community since there has been inadequate service across St. Louis. I would like to note that I am abhorrently against cutting services, especially after Metro-Reimagined. That being said, the lack of advertisement on the HUGE service cuts is going to cause hardship for many bus riders. Riders are unaware of the service cuts, which could cause them to be late/miss doctor's appointments, job interviews, work, school, church, and other activities that are vital to those in our community. Some risk losing their jobs (and some have already) due to the lack of service. Not notifying the public properly will only exacerbate this issue further.

With the cold months ahead of us, the lack of indoor warming stations and the ones we do have remaining closed during the winter will be a detriment to the health of denizens across St. Louis. With the cuts to service, plus the lack of advertising of cuts, AND warming stations remaining closed has a high likelihood of leading to poor health outcomes, including possible death, of bus riders. After living through almost two years of the pandemic, I feel this negligence is especially absurd.

Finally, the service problem stems heavily from the low-pay and poor treatment of drivers, which is leading to poor retention and inability to hire. Without drivers, our bus service, and frankly our city, cannot function in a coherent way that serves the community. Please consider pay increases and protections for drivers, keeping service at it's current state (if not, advertise it more), and keep indoor warming stations open. The current plan is the opposite of what leads to great transit service; like many public goods, if you build good, quality, affordable, accessible, and adequate bus service, people will come and use it. This should be the goal of St. Louis.

Name: AJ Robinson
Representing: Myself
Topic: improve starting pay and benefits for bus drivers

Comments: I rely on transit to get to work, doctor's appointments, and errands. Buses are especially important because I do not live in walking distance to a metrolink station, however the shortage of drivers has made it increasingly difficult. I need Bi-State Development to take leadership in ensuring reliable bus service by increasing the pay, benefits, and working conditions for bus drivers. We need to hire and retain our bus drivers to maintain a healthy environment and economy. Kansas City starting pay for bus drivers is \$17.48. We should have at least that, as well as opportunities for workers to advance.

Name: Zachary Harvey
Representing: Me
Topic: Make transit free (or at least Metrolink)

Comments: If you want to improve ridership and allow people to build their lives around transit, make it free! Fated transit is so antiquated especially in a city as car centric as STL. People on public transportation yearn for a car, reverse the trend and get people back on public transportation!

At least do metrolink.

Name: Mitchell Manar
Representing: Bus Riders United
Topic: Poor service reliability on the 70

Comments: I was relying on the 70 South to take me home from the Grand transit center. The poor reliability of the scheduling on that line made my commute unpredictable, and I have since switched my mode of transit. Please hire more drivers to make this crucial line of service more reliable.

Name: Liz Kramer
Representing: Self
Topic: Bus Driver Shortage

Comments: Dear Bi-State Commissioners,
I am concerned about the reductions in service that have already happened as a result of the driver shortage, and those that are scheduled to go into effect later this month. I was previously a consistent bus rider, but as a result of the disruptions in service, I have pushed myself to use other methods of transportation (particularly biking) so that I do not get stuck somewhere without a bus. However, it is a great privilege that I have other options, and many in our community do not. I ask the Board to pursue all available options to fill these driver gaps — particularly in prioritizing raising pay and creating safe environments for drivers. I understand that the budget is complicated, however, starting pay rates of \$15.88 is not reasonable for a difficult and critical job. Increasing starting pay to a competitive rate is critical. Thank you for your consideration, Liz

Name: Patrick Kutz
Representing: Myself
Topic: Driver pay, zero fare, and don't eliminate/reduce service

Comments: I would like to make three requests/comments - 1) that metro/bi-state transit operators are paid higher hourly wages 2) that Metro/bi-state moves to a zero fare model similar to what has been approved in Kansas City and other parts of the country, and 3) that routes are not eliminated or moved further apart as is planned in the coming weeks.

Name: Ian Doig
Representing: Myself/7th ward
Topic: Lack of services

Comments: St. Louis is known for its lack of good bus service and public transportation. We need to invest in ourselves and increase the pay for bus drivers so we can have more frequent lines and warming centers! This is America. No one should have to go cold because we don't 'have' the money

Name: Mitch Eagles
Representing: Bus Riders United
Topic: Hire bus drivers

Comments: Metro's website claims that they are "aggressively" working to fill our labor shortage - a shortage that is threatening to leave people waiting on buses in the cold all winter. It is clear that none of this board (or leadership of Metro & Bi-State) relies on the bus, so I hope that the comments submitted by fellow bus riders will clarify that we want more than for you to say "we've tried nothing, and we're all out of ideas!" It seems you have tried one thing: a starting bonus. But people take jobs for the ongoing income, not the starting bonus.

If we're having a hard time hiring bus drivers, we should look to what our neighbors across the state are doing (apparently with some significant success!). Kansas City's starting wages for bus drivers are several dollars higher than Metro's. Given that St Louis bus drivers haven't seen a raise for six years and yet they kept transit running through this pandemic, I would say it's about time they get one. It's also possible that we're having a hard time hiring when Bi-State screwed over these drivers by quickly returning to front-door boarding less than 3 months into the pandemic: when a driver has to face every single passenger boarding, that is a troublesome vector for a respiratory pandemic.

Another thing you might not know since you don't ride the bus: the bus is more expensive for many people than it was before the pandemic began. With the elimination of paper transfers it costs \$1 to ride the bus, then \$2.50 to get on the Metrolink. That is more than the \$3 two-hour passes we had previously. Given the lack of weekly or monthly fare-capping, and given how

many riders still use cash, this is a real slap in the face. Thankfully, bus drivers understand: a lady in front of me used her last 40 cents to pay all she could for bus fare, and the driver let her pass. That's okay with me! With the cuts we've already had, and especially with the coming cuts, many people are paying more money for much less service.

We also don't have access to transit info in the mornings, evenings or weekends. We can only get info about if our bus is actually coming Monday thru Friday, 7am-6pm. Surprise: a LOT of people need info outside these hours. This is actually vital to making bus riders safe (as are maintaining the bus shelters we have - I have one stop that I have been trying to get repaired for almost a year now: being at a bus shelter with no walls feels much safe... and rather cold in the wind!)

Since Metro treats us as "customers" maybe the following analogy will help. When a business really doesn't get it right, they will often comp their customer, so as to maintain customer loyalty. You seem to assume that people still using Metro in the cold at this point are stuck with Metro. And many are so-called "captive riders" who can't go anywhere else. But unfortunately, they will still leave. They will buy a car they can't afford, and they will go further into debt so as to make it to work and not lose their jobs. High gas prices are one of the only times that we actually see transit use rise, and now could be a chance to get more people using the bus! But Bi-State is squandering it, probably out of incompetence, but the scale of the incompetence reeks to me of malice.

As I've said in the past: I would love to see any of this board attempt to use the bus for even just a week. You know how bad it is in the winter when you start your car and it's still cold? Well when you get on the bus, it's immediately warm, and I love that. But when the bus doesn't show, or if you miss it by a minute and have to wait on the next one, or if you have to transfer and wait outside for half an hour because our indoor waiting areas are *still closed* (and have been for over a year and a half despite very hot days and very cold ones), that is no fun, and can be really rather dangerous. And for an organization that talks so much about safety, it seems there's a whole realm of safety you seem to forget about.

Name: Erica Brooks

Representing: Erica Brooks & Gabriel Cornelius

Topic: Reconsider the Temporary Suspension Bus Services for Bus Route #79 on November 29, 2021

Comments:

Dear Bi-State Development Agency Board of Commissioners, Pres. Taulby Roach and Executive Dir. Jessica Mefford-Miller:

It is my mission to demonstrate how removing Bus Route #79 after 8pm and replacing it with Via Metro STL is not in the best interest of the citizens of Ferguson's health, physical and mental well-being, our economy, the future employment of unionized bus drivers and the climate change.

This is not our first rodeo to retain Bus Route #79. In 2019, our City of Ferguson when Mayor James W. Knowles, III and Interim City Manager Jeffrey Blume were in office didn't inform us as a city that you Bi-State were planning on cutting out our Bus Route #79 from the neighborhood portion with the intent to keep servicing on Florissant Road.

F.Y.I. By happen stands I found out about the Our Ferguson 2040 Comprehensive Plan in 2019 when it was being compiled, and in a draft form. I noticed some incorrect information in the plan, and brought it Rise Community Development Program Manager Brian Hurd's attention. Bus Route #70 was there as the bus line to service Old Ferguson West instead of #79. The description of its route of service was that of the route Metro original scheduled before the plan to cut the bus stop at Suburban Ave. & Dade Ave. instead of the route we, as a community retained as a result of our, Gabriel and my campaign. It currently has Bus Route #79 just goes down Florissant Road. Brian, corrected the bus number from #70 to #79, but not the description. When I looked at the matrix which talked about individuals and community groups for input, there was nothing there which was not true. This incorrect information led me to believe that it was an open door to the changes you are making to fulfill in revisions you will have in the future. Also, it blatantly dismissed our success journey of retaining Bus Route #79 in 2019.

While walking to my Bus Route #79, to my surprise it appeared as a notification from Metro on my Facebook page of the discontinuation of Bus Route #79 on September 30, 2019. We, my son Gabriel Q. Cornelius and I, Erica M. Brooks, were daily bus riders and the Grassroots Organizers to retain Bus Route #79. We got on the bus at Suburban Ave. and Dade Ave. Stop ID#3722 and #3649. It was at that moment that we begin our successful quest to retain ACCESSIBILITY to reliable, safe, affordable, convenient and ACCOUNTABLE public transportation, because #Blacklivesmatter. Metro Reimagined was creating invisible economic gated communities. You continuously give your business partners and the affluent and wealthy people access to state of the art transit services, free bus services and invest in their neighbors to make them vibrant and welcoming. On the other hand, the bus riders who NEED public transportation CONSISTANTLY experience route cuts, shortened routes and rerouted bus services, but we know it's on its way and where it will take us. We are the first to be disenfranchised and the last to be considered when you chose to play chest with our lives when you feel you want to use our sales tax dollars for the latest transit technology which is not for us (the low-income urban African American bus riders).

This brings me to the drastic changes you decided to spring on us as a community leaving us no time to prepare for your Via Metro STL. Metro's 24 day notification to cut our service before 8pm and not include us in the zone of services in the original plan in May 2021 for the Via Metro STL spoke volumes about how you were planning to segregate Ferguson by creating a socioeconomic gated wall in Ferguson like the 1975, Councilman Carl Kersting proposed building a 10-foot fence between a Ferguson neighborhood and the adjacent city of Kinloch. Somewhere along the lines, the map was reconfigured. However, this still leaves me to wonder about Metro's primary moral and financial intent. There are a few detrimental factors that are plaguing this world's state of existence already. The coronavirus pandemic is resulting in the loss of families and friends in astronomical numbers. It's effecting our cohabitation in the workplace creating financially hardship and joblessness in our community. Mental devastation is the tipping point at which we are striving to overcome. Unfortunately, some of us have been trapped in the state of homelessness and drug addiction to escape all the trauma. Crime is rampant, as well as attacks on law enforcement. And if Metro really cared and didn't have such money hungry intent, you would have concerned some key issues that will result from the use of Via Metro STL:

- We will be more vulnerable to contracting and transmit COVID-19 regardless we receive the experimental injection;
- There will be an increase in the spread of COVID-19 as a result of the small vehicles, Via Metro STL which has a limit of 4 passengers in close proximity which doesn't promote safety or enforce the 6 feet social distancing mandate according to the Center for Disease Control and Prevention;
- The high frequency of transporting passengers in and out of a vehicle doesn't allow time for the drivers to maintain a sanitized environment;
- It will strain our socioeconomic and mental plight to maintain our jobs and provide for our family, as well as our communities;
- This careless and drastic transition will lead to an increase in homelessness;
- This has forced us in an unpredictable place of dealing with wondering if Via Metro STL has the ability to proficiently service the high demand of passengers at the same rate as Metro or better due to Via Metro STL's capacity limitation vs. the Metro Bus which has the capacity of about 30 to 40 passengers on a bus at a time;
- * Legally, when an issue arises, is Via Metro STL accountable to Metro in addition to the State of Missouri and the MO Transportation Commissioners;
- * With the increase in gas prices and the amount of mini vans Via Metro STL and Metro is putting on the streets, you are increasing the amount of greenhouse gas emission that's being trapped in the sun's heat resulting in more global warming;
- * If the massive demand of passengers goes beyond Via Metro STL ability and cause them to increase their prices will Metro increase their prices?;
- * If the gas prices continue to increase will Metro and Via STL increase their prices? And will we find out before the price change happen?;
- * Using Via Metro STL as a stabilizer instead of the main source of transportation would have allowed us to gauge the effects of it in our community and it will limit the possibilities of a super spreader of COVID- 19 or questioning if Via Metro STL is able to handle the massive and immediate volume of services that will be demanded from their drivers and technical infrastructure. F.Y.I. In 2019, Metro's system technical system crashed just days before the implementation of the Metro Reimaged;
- * Partnering with Via Metro STL give Metro leverage to replace their unionized bus drivers in the face of contractual disagreements;
- * As a result of the unanticipated 24 day notification of the implementation of the Via Metro STL, how many people did Metro have to displace to meet the requirements for the demand of the services of Via Metro STL?;
- * If Via Metro doesn't meet the demands of service due to the high volume of passengers, when will Metro decide to return Bus Route #79, and use Via Metro STL as an offset source of transportation?;
- * Is Metro a private shareholder with Via Metro STL and will any of the gains be reinvested into our community?;
- * When Lyft was introduced to South and West County, the Central Corridor and Downtown, they all had express routes, main routes and the Metro link to service them. So, why didn't we, in Ferguson and North County have the chance to have an alternative source of transportation (s)?;
- * Why are we paying \$2 and \$3 when they paid \$1 for Lyft?;
- * Will Metro, Via Metro STL of both reimburse our communities for neglectfully transitioning our access to transportation without allow time to assess the effectiveness of both

Bus Route #79 and Via Metro STL to insecure the viability of our health and safety during the coronavirus pandemic and for the stability of our economy.

Bi-State Board of Commissioners, Pres. Roach and Executive Dir. Mefford-Miller, your sudden unassessed transition will leave us, the community of Ferguson and North County in a state of limbo, uncertainty and a point of no return. We need you to consider a safer transition that enforces the mandated 6 feet social distancing, an economically productive source of transportation to maintain jobs and a financially stable in our community, a global friendly transportation partnership that will reduce the amount of gas emission, not increase gas prices due to the demand for gas and utilize both Via Metro STL and Our Bus Route #79 to insecure access to safe, reliable, affordable, convenient, and ACCOUNTABLE public transportation. We all will be happier, healthier and economically stable during this COVID-19 Pandemic.

I would like for my questions to be addressed. I can be reached at this email: erimon2@yahoo.com. Thank you all for your time and consideration.

Name: David DePriest

Representing: N/A

Topic: Transit Funding and the Bus Driver Shortage

Comments: I am a student who relies on public transportation to get to and from school and work. Over the past year, I have witnessed first hand how bus service has deteriorated and public transit has been neglected. I encourage Bi-State Development to put real money towards paying and recruiting bus drivers, expanding routes, and fixing up and building out bus stops. It is unacceptable that many bus stops are unsheltered and oftentimes inaccessible (meaning that one has to cross a busy street with no light or stand in the street itself to catch them).

Cities like Kansas City and Boston have made buses fare-free, have implemented bus rapid transit, and seen tremendous growth in their ridership. St. Louis can and should follow, making the bus something that people want to use, not just have to use.

Name: Kevin Montes

Representing: Myself

Topic: Busses

Comments: I depend on the bus to go to work. The recent reductions in the frequency of some of the routes leaves me and fellow bus riders waiting longer and longer in colder and colder weather. The App frequently has phantom busses that are scheduled to come and never arrive. I implore you consider doing whatever needs to be done to alleviate this situation. The functionality of transit relies on its convenience and frequency, and the loss of either will promote a vicious cycle of lower ridership, fewer fares, less dollars, and more cutbacks. Thank you.

Name: Edward Smith
Representing: myself
Topic: Bus driver shortage

Comments: Please increase the wage of bus drivers to help fill the staff shortage and increase retention. Also, please return to rear-door entry to allow for driver and rider safety from COVID-19.

Name: Reno DuBois
Representing: Bus Riders United
Topic: Bus Service Cuts & Federal Infrastructure Funds

Comments: Hi there, I'm a daily transit rider and bus rider that is continuing to be affected by the decreased frequency and service cuts affecting STL Metro. Something has to be done about the bus driver shortage - lower frequency and cancelled trips is affecting riders who depend on buses showing up to get them to their jobs and to work. With fewer buses out, folks are left in the cold for longer. We can't let this be the norm for Metro service! I'm not sure what it's going to take - offering more pay, increasing support for current operators, etc, but we have to take action now, as this situation is bad and will only get worse. In addition to that, with federal money coming in to St. Louis for transit and other infrastructure uses, I'd love to have a focus on more than just trains - adding things like Bus Rapid Transit routes (that could serve as many riders or more as a North/South MetroLink!), more electric buses, higher frequency routes all over the city. The MetroLink is super useful (and I ride it most days) but we could be adding more bus infrastructure that would help transform getting around this city in 4 years instead of 10, with less cost than installing light rail. I'm optimistic about the possibility of transit for this city, but I hope we can focus on getting this bus driver shortage fixed, and then expand transit infrastructure across the city.

Name: Benjamin West
Representing: myself
Topic: Bus service cuts

Comments: The planned cuts to bus service are an unacceptable degradation of transit service which many people must depend on for work and daily needs. Bi-State is not unique in facing pressure from its employees to raise wages, and so it should not be uniquely stubborn in refusing to do so. That accommodations to casino patrons and sporting event attendees on Metrolink are not being comparably scaled back only underscores the unfair nature of these service cuts.

Name: Kenneth Warner
Representing: Ward 15
Topic: Bus Driver Shortage

Comments: It is imperative that Metro raises the pay of bus drivers in order to fill the driver shortage. Bus driving is a difficult and often thankless job and is certainly worth more than \$15 an hour, especially in the current difficult economic environment. Metro needs to commit to its riders and hire more drivers. A strong Metro is vital for our community. Thank you for reading this comment.

Name: Gina Becnel

Representing: Brustl

Topic: Issues I've had with the bus and metro service in the last 30 days

Comments: -bus is late

-bus doesn't show

-customer support disagreeing if i qualify for a free Lyft -waiting in the cold due to closed warming centers, and bad bus stops -waiting in the wind due to broken wind shield at the 11 Civic stop -little to no advertisement of huge service cuts

-5-15 min frequency cut to my daily rider

As a rider, metro's disinterest in doing right by me and people like me simply because we ride the bus daily to work instead of the light rail bi monthly to sports games downtown is frustrating and embarrassing. This is a public service. There's no reason to leave riders in the cold while 5 security guards sit, on their phones, in a warming station. There's no reason to waste money on turnstiles while our system lacks a low income fare or any kind of free fare program. There's no reason to call drivers essential without giving them a living wage or one that includes hazzard pay raises. There's no reason to continue to invest in the light rail security while the basic infrastructure of the system is failing to service those that need it most.

In a letter to stlpr, ceo of bi state thanked riders for their patience in upcoming weeks while service is cut. I'm not sure what riders he's talking about because i have no patience. I'm tired of waiting. Tired of waiting for the bus to come. Tired of waiting for my driver to make a fair wage. Tired of waiting for bi state to listen to the people that *need* this system to prioritize them. We shouldn't have to wait. We deserve better.

- 5. Approval of the Minutes of the October 1, 2021, Board of Commissioners, Open Meeting 8:45 a.m.** The minutes from the October 1, 2021, Meeting of the Board of Commissioners, were provided in the Board packet. A motion to approve the minutes, as presented was made by Commissioner Cox and seconded by Commissioner Gladney.

The motion passed unanimously.

- 6. Review of Notes from the Cancelled Board of Commissioners Meeting on September 24, 2021, Open Meeting 8:45 a.m.** Notes from the cancelled meeting of the Board of Commissioners on September 24, 2021, were provided in the Board packet. Vice Chair Zimmerman noted that a vote is not needed, since the meeting was cancelled, due to a lack of a quorum, and the notes were provided as information only.

7. Report of the President

8:46 a.m. President and Chief Executive Officer, Taulby Roach, noted that he and staff have reviewed all of the public comments submitted. He stated that many of the comments are regarding the reduction in service, however the Agency has been forced to make these reductions, solely due to the workforce constraints the Agency is experiencing. Mr. Roach stated that this is absolutely not a financial move, but only due to the availability of labor. He reported that staff has been out on the routes, meeting with people one on one, regarding these issues. He stated that he understands that people are not happy with the reductions, but the Agency is doing everything it can to attract additional employees. He noted that the Board authorized a \$2,000 signing bonus for new employees, along with a \$1,000 referral bonus for current employees who refer a new employee. Mr. Roach stated that the Agency will continue to look at these types of benefits, as we go forward. He commended employees for doing a great job during this difficult time, many of whom are working overtime shifts to keep St. Louis moving, and stated that we need to stand behind these front line workers. Vice Chair Zimmerman noted Board support for the employees and for the incentive programs being offered, and he asked that staff continue to bring ideas to the Board to assist with these difficult issues.

8. Report of the Audit, Finance, & Administration Committee

8:49 a.m. Vice Chair Zimmerman stated that a virtual meeting of the Audit, Finance and Administration Committee was held on October 15, 2021, at 8:30 AM. He noted that the draft minutes of that meeting are included in the meeting materials, under Item #8.

He reported that the AFA Committee is introducing one (1) item for consideration, with the Committee's recommendation of approval, under Item #13: 23rd Amendment to the Bi-State Development Agency of the Missouri-Illinois District and Local 788 Amalgamated Transit Union, AFL-CIO, Employees' Pension Plan.

He noted that several informational items were presented to the Committee, including:

- IAD Audit Follow-Up Summary – 1st Quarter – FY2022
- IAD Status Report – 1st Quarter – FY2022
- IAD SSO-Status Report – 3rd Quarter – Calendar Year 2021
- Pension Audits Update
- Treasurer's Report
- Procurement Report

9. Report of the Operations Committee

8:51 a.m. Vice Chair Zimmerman gave a report of the Operations Committee, in Chair Windmiller's absence. He noted that a virtual meeting of the Operations Committee was held on October 15, 2021, immediately following the Audit, Finance & Administration Committee Meeting, and he noted that the draft minutes of that meeting are included in the meeting materials, under Item #9.

He stated that the Operations Committee is introducing seven (7) items on the Consent Agenda for consideration, under Item #12, with the Committee's recommendation of approval.

Those items include Item #12:

- a. Parkway Interlocking / Richmond Heights Turnout Design Contract Extension (Resolution #1165)
- b. Contract Modification: MetroLink Structures Inspection Program (Resolution #1166)
- c. Contract Modification: Time Extension and Contract Amount Increase - On-Call General Engineering Consulting (GEC) Communications Systems Engineering Services (Resolution #1167)
- d. Contract Award – North County Transit Center & Civic Center Transit Center Cleaning Service (Resolution #1168)
- e. St. Louis Downtown Airport Surplus Property, 4320 Vector (Resolution #1169)
- f. 2021 Annual Surplus Property Holdings (Resolution #1170)
- g. Extension of Pilot Fare Programs to Promote Access, Equity, and Ridership (Resolution #1171)

He also reported that, at the August Committee meeting, an Operations Report was provided by Jessica Mefford-Miller, Executive Director Metro Transit.

10. Report of the Safety & Security Committee

8:52 a.m. Commissioner Simmons stated that the Safety & Security Committee, scheduled to be held in October, was cancelled; therefore he has no report at this time.

11. Adjustment of Consent Agenda

8:53 a.m. Vice Chair Zimmerman asked if there are any adjustments to the Consent Agenda.

12. Consent Agenda Items

8:53 a.m. Consent Agenda Items:

- a. Parkway Interlocking / Richmond Heights Turnout Design Contract Extension (Resolution #1165)
- b. Contract Modification: MetroLink Structures Inspection Program (Resolution #1166)
- c. Contract Modification: Time Extension and Contract Amount Increase - On-Call General Engineering Consulting (GEC) Communications Systems Engineering Services (Resolution #1167)
- d. Contract Award – North County Transit Center & Civic Center Transit Center Cleaning Service (Resolution #1168)
- e. St. Louis Downtown Airport Surplus Property, 4320 Vector (Resolution #1169)
- f. 2021 Annual Surplus Property Holdings (Resolution #1170)
- g. Extension of Pilot Fare Programs to Promote Access, Equity, and Ridership (Resolution #1171)

A motion to approve the Consent Agenda Items, as presented, was made by Commissioner Brown and seconded by Commissioner Beach.

The motion passed unanimously.

13. 23rd Amendment to the Bi-State Development Agency of the Missouri-Illinois District and Local 788 Amalgamated Transit Union, AFL-CIO, Employees' Pension Plan (Resolution #1172)

8:54 a.m. Vice Chair Zimmerman stated that, as noted in the Committee report, this item has been recommended for approval by the Audit, Finance & Administration Committee. Commissioner Beach made a motion to approve this item, as presented. The motion was seconded by Commissioner Simmons.

The motion passed unanimously.

14. Memorandum of Understanding between Citizens for Modern Transit, St. Clair County Transit District and Bi-State Development for the Development of a Bus Stop at Belleville MetroLink Station (Resolution #1173)

8:54 a.m. President/CEO Roach gave an overview of this item, noting that the item is sponsored by the Agency's partner at St. Clair County Transit District. He noted that there will also be a similar project at the North Hanley station, which does not require Board approval.

Commissioner Brown made a motion to approve this item, as presented. The motion was seconded by Commissioner Gladney.

The motion passed unanimously.

15. Authorizing the President and CEO to Pursue Plans and Financing for the MetroLink Secure Platform Project (Resolution #1174)

8:56 a.m. President and CEO Roach noted that this Project is going well, and he reported that the Agency has secured several public sector commitments regarding the Platform Project, in excess of \$5 million. Staff is moving forward with design plans for this Project. He noted that Board approval is needed to accept these commitments for the Project, and he reported that additional commitments are pending. Mr. Roach stated that he is asking for Board approval to accept these funds for the Project. He noted that the Agency is forming very valuable public/private partnerships who see the value of Metro and MetroLink. Commissioner Cox stated that he supports accepting these funds, and posed questions regarding the time frame for the Project. President and CEO Roach stated that the Agency will be securing commitments of \$13 million for the Project, with the legal portion of this completed by January 2022. He noted that staff is working in parallel on the design portion of the Project. He reported that, once the Project is put out to bid, he estimates that the construction will take approximately 24 – 30 months; however, this is only an estimate at this point, and a more accurate timeline will be forthcoming. Commissioner Cox stated that he is excited about this Project, and asked when the construction will be started. President and CEO Roach noted that today's vote will open the door to move forward on the Project; however, the Project will need the endorsement of our funding partners. He noted that this Project is in the development stage, and staff will have a more accurate timeline, once all of the funding is secured. Vice Chair Zimmerman noted that this is a great consensus builder, and is pleased to see this Project moving from concept to reality. He noted however, that he does not want to forget about MetroBus during this process, as there needs to be long-term focus on that system, as well. Commissioner Simmons made a motion to approve this item, as presented. The motion was seconded by Commissioner Cox.

The motion passed unanimously.

16. New Board Policy, Section 30.090 – Donation and Gift Policy (Resolution #1175)

9:04 a.m. President and CEO Roach reported that, regarding the previous agenda item, once funds are secured, those agreements will be handed over to General Counsel, Barbara Enneking, for review. Ms. Enneking noted that currently, there is no Board Policy in place for these types of donations; therefore, a new policy is needed, and staff is requesting approval of a policy to allow the Agency to accept these funds. Commissioner Zimmerman asked if there are current policies in place regarding acceptance of gifts and gratuities by individual employees. Ms. Enneking noted that the Agency has rules and policies in place regarding those types of issues; however, there is no policy in place for the acceptance of public donations such as the ones previously noted for the Platform Project, creating public/private partnerships. Commissioner Brown made a motion to approve this item, as presented. The motion was seconded by Commissioner Gladney.

The motion passed unanimously.

17. Approval of the 2022 Board & Committee Meeting Schedule.

9:07 a.m. Vice Chair Zimmerman noted that a draft schedule of 2022, Board and Committee meeting dates was distributed to the Board of Commissioners in October, for review. He noted that staff has received no objections to the dates, and he stated that, if there are no objections and no discussion, a motion is needed to approve the schedule. Commissioner Simmons made a motion to approve this item, as presented. The motion was seconded by Commissioner Pestello.

The motion passed unanimously.

18. Operations Report

9:08 a.m. Jessica Mefford-Miller, Executive Director Metro Transit, provided an Operations Report, noting that she would like to focus on responding to the public comments that have been received. Ms. Mefford-Miller thanked the public for their concerns and their input, noting that the Agency is responsible for accountability to its customers. She noted that Metro is committed to providing competitive pay and benefits to its employees, as well as providing sustainable service to its customers. Ms. Mefford-Miller supplied information on recent missed trips. She noted that Metro is currently facing a tremendous challenge with regard to service, in light of worker shortage issues. She stated that the goal of Metro is to operate at 90% of pre-pandemic levels; however, as with other companies, the Agency is struggling to attract and maintain operators. Ms. Mefford-Miller stated that, unfortunately, service levels have had to be reduced, in order to ensure that the buses arrive, on time, for the scheduled routes, and she noted that, under the current situation, Metro must put resources where they are most needed. She noted that these are very difficult decisions, and the Agency does not take these issues lightly. She reported that many routes are being supplemented by the use of on-demand mobility services, in an attempt to be more responsive to our customers. With regard to the work force shortage, Ms. Mefford-Miller stated that sign on bonuses and incentive bonuses have been initiated, and that attrition has subsided somewhat. She also reported that, within the last 2 weeks, certain positions have been offered to retirees, on a part-time basis, compliant with IRS guidelines, to supplement the workforce. In addition, the employment age has been decreased to 18 from 21, in order to attract new employees, along with the development of training and mentoring programs to assist the new employees.

Ms. Mefford-Miller noted that Metro is continuing to make progress to improve the system, with station enhancements, maintenance and rehabilitation programs, and vehicle modernization. She noted that a grant application has been submitted for the electrification of DeBaliviere, and there are ongoing conversations with St. Louis City and County regarding the expansion of MetroLink.

Vice Chair Zimmerman posed questions regarding the referral and incentive programs. Ms. Mefford-Miller stated that over 40 referrals have been submitted, and approximately 60 employees have been hired since September, with the incentive programs. She noted that an update will be provided in December.

Commissioner Gladney asked that staff suggest a better way in which to address the public comments that are submitted. He asked Ms. Mefford-Miller if she feels progress is being made with the incentive programs. Ms. Mefford-Miller stated that she feels that Metro is on a better path, however she also feels that things are moving too slowly, and that Metro must address the issue of employees who are leaving for other opportunities. She reported that she is working with the ATU on employee issues. Ms. Mefford-Miller also noted that several public comments suggested the use of stimulus money for employee wages. She noted however, that those funds are a one-time payment for assistance, and she stated that salary changes must be made in such a way that they are sustainable in the future.

Commissioner Simmons asked if the Board could be provided with an updated list of Metro capital projects. Ms. Mefford-Miller noted that a list will be provided.

19. **Unscheduled Business**

8:28 a.m. Vice Chair Zimmerman noted that there is one item to be addressed under Unscheduled Business: the **State Safety Oversight: 2021 Annual Update**.

Andrew Ghiassi, General Manager Safety/Chief Safety Officer; Justin Sobeck, Missouri Department of Transportation; Joshua Katz, Illinois Department of Transportation; Lindbergh Askew, III, Illinois Department of Transportation; and Alexis Billingslea, Illinois Department of Transportation gave a PowerPoint presentation regarding this item. This item was presented as information only, and no action of the Board was needed.

President and CEO Roach thanked the Board for their patience in adding this item to the agenda, and thanked the IDOT and MoDOT representatives for their work on this update and presentation. He noted that, by statute, it is required that these updates be given to the Board of Commissioners.

20. **Call for the Dates for Future Meetings**

9:45 a.m. Myra Bennett, Manager of Board Administration noted upcoming meetings as follows:

Board of Commissioners Special Meeting:	Friday	December 10, 2021	8:30 AM
Safety & Security Committee Meeting:	Thursday	January 20, 2022	8:30 AM
Operations Committee Meeting:	Friday	January 28, 2022	8:30 AM
Audit, Finance & Administration Meeting:	Friday	January 28, 2022	9:30 AM
Board of Commissioners Meeting:	Friday	February 18, 2022	8:30 AM

21. Adjournment to Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal, (D) (2) – Real Estate, and (D) (10) – Auditors

9:45 a.m. Chair Windmiller asked for a motion to move into Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal, (D) (2) – Real Estate, and (D) (10) – Auditors. The motion was made by Commissioner Brown and was seconded by Commissioner Simmons.

The poll of the Board being as follows:

Fred Pestello – Yea
Vernal Brown – Yea
Nate Johnson – Yea
Sam Gladney – Yea

Justin Zimmerman – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Terry Beach – Yea
Derrick Cox – Yea

The motion passed unanimously.

The Board of Commissioners moved into Executive Session at approximately 9:47 a.m.

22. Reconvene to Open Meeting

10:11 a.m. Vice Chair Zimmerman noted that the Board has reconvened to the Open Meeting.

Commissioner Pestello made a motion to approve the minutes of the October 1, 2021, Board of Commissioners, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Simmons. The poll of the Board being as follows:

Fred Pestello – Yea
Vernal Brown – Yea
Nate Johnson – Yea
Sam Gladney – Yea

Justin Zimmerman – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Terry Beach – Yea
Derrick Cox – Yea

The motion passed unanimously.

Commissioner Pestello made a motion to approve the Draft – Year End Financial Audit (Resolution #1176), as presented. The motion was seconded by Commissioner Johnson. The poll of the Board being as follows:

Fred Pestello – Yea
Vernal Brown – Yea
Nate Johnson – Yea
Sam Gladney – Yea

Justin Zimmerman – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Terry Beach – Yea
Derrick Cox – Yea

The motion passed unanimously.

Commissioner Simmons made a motion to approve the Agreement, regarding the TIGER Grant Project (Resolution #1777), as presented. The motion was seconded by Commissioner Cox. The poll of the Board being as follows:

Fred Pestello – Yea
Vernal Brown – Yea
Nate Johnson – Yea
Sam Gladney – Yea

Justin Zimmerman – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Terry Beach – Yea
Derrick Cox – Yea

The motion passed unanimously.

Commissioner Golliday made a motion to approve the Agreements for the Emerson Park MetroLink Communications Center (Resolution #1178), as presented. The motion was seconded by Commissioner Pestello. The poll of the Board being as follows:

Fred Pestello – Yea
Vernal Brown – Yea
Nate Johnson – Yea
Sam Gladney – Yea

Justin Zimmerman – Yea
Herbert Simmons – Abstain
Irma Golliday – Yea
Terry Beach – Yea
Derrick Cox – Yea

The motion passed.

23. Adjournment

10:15 a.m. Vice Chair Zimmerman asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 10:15 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS
SPECIAL MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
December 10, 2021 @ 10:00 AM**

Board Members Participating via Zoom

Missouri

Rose Windmiller, Chair
Fred Pestello, Secretary
Vernal Brown
Nate Johnson
Sam Gladney – Absent

Illinois

Justin Zimmerman, Vice Chair – Absent
Herbert Simmons, Treasurer
Irma Golliday
Terry Beach
Derrick Cox

Staff in Attendance

Barbara Enneking, General Counsel
Brenda Deertz, Director Executive Services
Myra Bennett, Manager of Board Administration
Diana Bentz, Vice President Talent Management

- 1. Open Session Call to Order**
10:00 a.m. Chair Windmiller called the Open Session of the Special Meeting of the Board of Commissioners to order at 10:00 a.m.
- 2. Roll Call**
10:00 a.m. Roll call was taken, as noted above.
- 3. Adjournment to Executive Session**
10:01 a.m. Chair Windmiller asked for a motion to move into Executive Session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Personnel under §10.080(D)(3); and Purchasing & Contracts under §10.080(D)(7). The motion was made by Commissioner Cox and seconded by Commissioner Golliday.

A roll call vote of the Board was taken as follows:

Rose Windmiller – Yea
Vernal Brown – Yea
Fred Pestello – Yea
Nate Johnson – Yea

Herbert Simmons – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Terry Beach – Yea

The motion passed, and the Board of Commissioners moved into Executive Session at approximately 10:02 a.m.

4. Reconvene to Open Meeting

10:54 a.m. Chair Windmiller noted that the Board has reconvened to the Open Meeting. Commissioner Simmons made a motion to approve the Resolution regarding the Personnel matter, as proposed in Executive Session. The motion was seconded by Commissioner Brown.

The poll of the Board being as follows:

Rose Windmiller – Yea
Vernal Brown – Yea
Fred Pestello – Yea
Nate Johnson – Yea

Herbert Simmons – Yea
Irma Golliday – Yea
Terry Beach – Yea
Derrick Cox – Nay

The motion passed.

5. Adjournment

10:55 a.m. Chair Windmiller asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Cox.

Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 10:56 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
EXECUTIVE COMMITTEE MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
December 28, 2021 11:00 AM**

Executive Committee Members in Attendance via Zoom

Rose Windmiller, Chair
Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer
Fred Pestello, Secretary – Absent

Staff in Attendance

Barbara Enneking, General Counsel
Brenda Deertz, Director Executive Services
Myra Bennett, Manager of Board Administration

1. **Open Session Call to Order**
11:00 a.m. Chair Windmiller called the Open Session of the Executive Committee Meeting to order at 11:00 a.m.
2. **Roll Call**
11:00 a.m. Roll call was taken, as noted above.
3. **Adjournment to Executive Session**
11:00 a.m. Chair Windmiller stated that, as the only issue being discussed in Executive Session is a personnel matter, she would suggest that the Committee not come back into the Open Meeting, but rather, adjourn the meeting from the Executive Session. She asked for a motion to move into Executive Session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Personnel under §10.080(D)(3), and Purchasing & Contracts under §10.080(D)(7). The motion was made by Commissioner Zimmerman and seconded by Commissioner Simmons.

A roll call vote of the Executive Committee was taken as follows:

Justin Zimmerman – Yea
Herbert Simmons – Yea
Rose Windmiller – Yea

The motion passed, and the Committee moved into Executive Session at approximately 11:01 a.m.

4. Reconvene to the Open Meeting

11:10 a.m. Chair Windmiller stated that the Board has reconvened to the Open Meeting. Commissioner Zimmerman made a motion to approve the Revised Employment Agreement as discussed in Executive Session on December 28, 2021. The motion was seconded by Commissioner Simmons.

A roll call vote of the Executive Committee was taken as follows:

Justin Zimmerman – Yea
Herbert Simmons – Yea
Rose Windmiller – Yea

The motion passed unanimously.

5. Adjournment

11:11 a.m. Being no other business, Chair Windmiller asked for a motion to adjourn the meeting. The motion to adjourn was made by Commissioner Simmons and seconded by Commissioner Zimmerman.

A roll call vote of the Executive Committee was taken as follows:

Herbert Simmons – Yea
Justin Zimmerman – Yea
Rose Windmiller – Yea

The motion passed, and the meeting was adjourned at approximately 11:11 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
January 28, 2022 at 8:30 AM**

Operations Committee Members participating via Zoom

Rose Windmiller, Chair
Derrick Cox
Irma Golliday
Vernal Brown
Terry Beach

Other Commissioners participating via Zoom

Herbert Simmons
Sam Gladney

Fred Pestello – Absent
Nate Johnson – Absent

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Mary Lamie, Executive Vice President of Multi Modal Enterprises
Chris Poehler, Assistant Executive Director Engineering Systems
Charles Stewart, Executive Vice President Organizational Effectiveness
Jessica Gershman, Assistant Executive Director, Planning & Systems
Virgie Chaffen, Jr., Director Labor Relations

Others participating via Zoom

Erin Stumpf, ASL Interpreter
Rebecca Pursley, ASL Interpreter

1. **Open Session Call to Order**
8:30 a.m. Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 8:30 a.m.
2. **Roll Call**
8:30 a.m. Roll call was taken, as noted above.

3. Public Comment

8:33 a.m. Chair Windmiller opened the meeting by noting that, as a result of the pandemic, and in an effort to keep the Board, staff and the public safe, the Agency has offered the public the opportunity to provide public comment through the Bi-State website, rather than making a personal appearance at our Board meetings. She reported that, since November 29, 2021, emailed public comments have been received from 28 individuals.

Chair Windmiller reported that approximately 20 of the individual comments pertain to turnstiles, including suggestions that funds for this project be spent on workforce development and increased driver wages and hazard pay, in order to increase/hire available drivers, and improve frequency and reliability of bus service. Chair Windmiller stated that safety and workforce development are two of the most important issues that Metro Transit currently faces. She stated that the Agency is fortunate to have finances available to address both issues. In addition, she noted that, within the last week, staff has developed plans to improve starting wages, with a pathway for team members to reach top pay within three years. The labor shortage is a national problem and impacts many, if not all industries. Chair Windmiller stated that the Agency is investing in better training, pay incentives, and wage increases, and the leadership team continues to improve workforce solutions that improve existing team members, and also attract new talent.

Chair Windmiller reported that the Board also received several email comments related to mask compliance, safety questions, bus stop locations, as well as specific service complaints, due to changes to bus service. She noted that staff, who are equipped to address these specific items, will be following up within the next week and informing the Board of their resolution.

Chair Windmiller stated that the public can be assured that the BSD Board of Commissioners receives and reviews all of these valuable public comments about policy and investment decisions, as part of their meeting preparations. She stated that, although the Board does rely on staff to assist with comments related to service and/or operations, the Board also follows up and reviews the outcomes of these comments, as well. She stated that the Board appreciates and takes seriously the emailed comments from the public. Chair Windmiller stated that everyone looks forward to the day when we can resume in person meetings and the Board's personal contact with the public. She added that, as has been past practice, the public comments received have been included in today's meeting materials, and will be included in the minutes from today's meeting.

4. Minutes of the October 15, 2021 Operations Committee, Open Meeting

8:36 a.m. The minutes of the October 15, 2021, Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Golliday and seconded by Commissioner Brown. **The motion passed unanimously.**

5. Agreement between Missouri Department of Health & Senior Services and Bi-State Development

8:37 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, an agreement between Metro Transit and Missouri Department of Health and Senior Services (MDHSS), utilizing \$20,000.00 in funding from MDHSS, for active transportation amenities for Metro Transit's Community Mobility Hubs in North St. Louis City. President & CEO, Taulby Roach, gave an overview of this item. He stated this item is one of many public support

payments we receive, and as such, must come before the Board of Commissioners to obtain approval of the intergovernmental agreement. He noted that although this is a relatively small dollar amount, it is critical funding component to the Agency's operations. Mr. Roach stated that this is support for Senior Services, primarily regarding Call-A-Ride.

A motion to approve this agenda item, as presented, was made by Commissioner Cox and seconded by Commissioner Golliday. **The motion passed unanimously.**

6. Sole Source Contract Authorization for Professional Engineering Services, Phase 2 – Engineering and Design Support Services – Rehabilitation of the MetroLink Cross County Extension Tunnels and Stations

8:38 a.m. A briefing paper was provided in the meeting materials, regarding a request that the Committee accept, and refer to the Board of Commissioners for approval, a request that the President & CEO enter into a "sole source" contract for professional engineering services related to the rehabilitation of the Big Bend/Skinker tunnels and stations with Gall Zeidler Consultants, in an amount not to exceed \$369,006.09. Chris Poehler, Assistant Executive Director Engineering Systems, provided an overview of this issue, noting that this contract will include repairing leakage, as well as damage that has occurred. He noted that Gall Zeidler Consultants were hired by BSD through a sole source award, for Phase I of this project, in April 2021. He reported that Phase I has been completed, and the results from that assessment were used to identify and prioritize needed repairs. Mr. Poehler stated that BSD has negotiated a scope of work and fee with Gall Zeidler Consultants for Phase 2 of the proposed project, in the amount of \$369,006.09, which includes a 10% contingency.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Cox. **The motion passed unanimously.**

7. Contract Modification: Contract with WSP USA, Inc. – MetroLink Station Enhancements

8:39 a.m. A briefing paper was provided in the Committee packet, regarding a request for acceptance and referral to the BSD Board of Commissioners for approval, a request to allow Metro to modify the current contract for design and construction phase services with (WSP) for MetroLink Stations Enhancements, based on the cost proposal submitted on December 28, 2021 and a 10% contingency, in an amount not to exceed \$1,700,000. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item, noting that in April 2019, Bi-State Development (BSD) entered into a contract with WSP for planning and design services for enhancements for five MetroLink Stations, including Laclede's Landing, Convention Center, 8th & Pine, Forest Park-DeBaliviere and Delmar Loop. He reported that the proposed modification will authorize funding to advance the 20% ACE plans to completion by WSP for two of the MetroLink stations originally scoped: 8th and Pine and Convention Center. Under this proposal, final designs will be developed for the two stations, as well as plans and services for an additional construction phase, to complete the critical improvements as soon as possible. The cost of the proposed project is \$1,700,000, which includes a 10% contingency. Commissioner Cox asked if these enhancements have been considered in the development of the Safe Platform Project, and Mr. Poehler noted that these enhancements will be incorporated into those plans. Commissioner Cox asked if the original WPS assessment included the placement of turnstiles. Mr. Poehler noted that turnstiles were not included in the original scope. President/CEO, Taulby Roach, stated that the WSP report noted the need for "access control", and this will definitely be incorporated into the overall Safe Platform Project.

A motion to approve this agenda item, as presented, was made by Commissioner Gladney and seconded by Commissioner Brown. **The motion passed unanimously.**

8. Skinker Bridge Rehabilitation Project – Contract Time Extension

8:42 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, authorization of the President and CEO to sign a no-cost contract modification to extend the contract period of performance from June 20, 2021 to October 31, 2022. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item, noting that, overall the Skinker Bridge is in relatively good condition; however, it required some rehabilitation. He reported that the contract was awarded to STV, Inc., for the rehabilitation design and related services during construction of the rehabilitation, and the design has been completed; however the design work took longer than anticipated, primarily due to the COVID-19 pandemic. He noted that it is now proceeding to the construction phase and a time extension of the contract is needed to extend the contract until October 31, 2022.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Gladney. **The motion passed unanimously.**

9. East Riverfront Stair Replacement Project – Contract Time Extension

8:45 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, a request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance from February 28, 2022 to October 31, 2022. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item, noting that contract was awarded to The Harlan Company, for the construction/rehabilitation of the stairs at the MetroLink East Riverfront Station. He reported that the contractor has been delayed due to ongoing maintenance work on the elevators at East Riverfront. In order to maintain passenger access to the platform, Metro has preferred not to have the stairs under construction at the same time that the elevators were being repaired. Mr. Poehler stated that the elevator work is now completed, and the work on the stairs will be able to start in the spring of 2022. The current contract expired on August 30, 2021, with two, 90 day time extensions, extending the contract until February 28, 2022. He noted that the proposed time extension would extend the contract until October 31, 2022. Commissioner Cox asked the cost for this project. Mr. Poehler noted that the original contract amount is approximately \$700,000. Commissioner Simmons asked if the Agency will be able to recoup any of the funds related to the issues with the elevators. President/CEO Roach stated that he does not have that information; however, he will ask Darren Curry to provide an update to the Board of Commissioners regarding that issue. Mr. Roach noted that it is his understanding that heaters that are embedded in the elevators, which were improperly located, caused many of the issues, and if this is related to a design flaw, the Agency may be able to recoup some of those costs. He stated that he will follow-up on this issue. Commissioner Simmons asked the time frame for the project, and Mr. Poehler stated that he anticipates the end of October.

A motion to approve this agenda item, as presented, was made by Commissioner Cox and seconded by Commissioner Simmons. **The motion passed unanimously.**

10. Sole Source Contract Authorization – Replacement of MetroLink SCADA System

9:49 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, a request to allow BSD to issue a sole source contract, not to exceed \$4,560,998, to Collins Aerospace to upgrade the existing MetroLink AIM SCADA CTC system and Phase-1 Spartec RTUs. Tom Curran, Executive Vice President Administration, gave an overview of this item, noting that Collins Aerospace is the sole distributor of this equipment. He stated that staff recommends proceeding now with the initial upgrade of the SCADA system, which will support critical safety features and the buildout of MAA. He noted that future improvements could be contemplated at a later date. Mr. Curran stated that to award the replacement of our SCADA system to a contractor other than Collins Aerospace would produce multiple issues involving intellectual property, duplication of costs, and significant delays in implementation of the Mid-America Airport light rail extension; a second option of creating a separate SCADA system exclusively for the Mid-America Airport extension has been determined to be impractical. In addition, Mr. Curran noted that regulations in FTA Circular 4220.1F, allow for the award of a sole source contract if certain conditions are present, including: 1) unique or innovative concepts involving confidential details; 2) patents or restricted data rights; 3) substantial duplication of costs that are not expected to be recovered through competition; and 4) unacceptable delay if another contractor would be hired to produce highly specialized equipment. He stated that team members from Transit Assets, Engineering and Procurement staff have discussed these regulations and agree that the proposed utilization of Collins Aerospace for replacement of our SCADA system is appropriate for all of these reasons. Chair Windmiller noted that this is a substantial sole source contract; however, she understands that this contract is necessary, due to extenuating circumstances. She thanked Mr. Curran and staff for ensuring the criteria was met.

A motion to approve this agenda item, as presented, was made by Commissioner Simmons and seconded by Commissioner Cox. **The motion passed unanimously.**

11. Contract Award Bus and Van Inspection Services

8:52 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, a request that the President & CEO enter into a 5-year contract to supply bus and van inspections with the highest ranking firm, First Transit, in the not-to-exceed amount of \$551,338.65. Tom Curran, Executive Vice President Administration, gave an overview of this item, noting that a solicitation for this item was issued on June 14, 2021. He reported that two proposals were received and forwarded to an evaluation team for review. He noted that First Transit was the highest ranking firm. It was noted that this contract is funded 100% through operational funds.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Cox. **The motion passed unanimously.**

12. Contract Award - 21-RFP-192977-TJ - Heavy Duty Transit Buses

8:53 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, a request that the President & CEO enter into a 5-year, IDIQ contract to supply low floor and electric buses with the highest ranked firm, Gillig Corporation, in the not to exceed amount of \$122,197,743.74. Tom Curran, Executive Vice President Administration, gave an overview of this item, noting that a solicitation for Heavy Duty Transit Buses was issued on June 21, 2021, and two proposals were received and

forwarded to an evaluation Committee for review. He noted that, as a result of the consensus technical and cost scores combined, Gillig was determined to be the highest ranking firm. Chair Windmiller posed questions regarding the type of fuel for the new buses, and the number of buses to be purchased. It was noted that the proposal was advertised for both gas and electric buses, and per the contract, 30 buses would be purchased each year, for a 5 year period, for a total of 150 buses. President and CEO Roach noted that the purchases will be made over a 5 year period, in order to maintain fleet continuity. Commissioner Cox asked if delivery is taking longer, due to the supply chain issues, resulting from the pandemic. Mr. Roach noted that it is his understanding that the delays are primarily with the Call-A-Ride fleet, and there was a small issue with the delivery of the battery electric buses; however, he will have Darren Curry, Assistant Executive Director Transit Assets, follow-up on the question.

A motion to approve this agenda item, as presented, was made by Commissioner Simmons and seconded by Commissioner Brown. **The motion passed unanimously.**

13. Letter of Agreement Between Bi-State Development and The Jerry Costello Group, LLC for Consulting Services for the St. Louis Regional Freightway and Bi-State Development

9:00 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, the Letter of Agreement between BSD and The Jerry Costello Group, LLC for consulting services for the Freightway and BSD, with terms in effect for a twenty-four (24) month period of April 1, 2022, through March 31, 2024. Mary Lamie, Executive Vice President of Multi Modal Enterprises, gave an overview of this item, noting that Former Congressman, Jerry Costello, will be the lead person for the Consultant. She noted that the Agency first contracted with the The Jerry Costello Group in 2015, and has worked with the Consultant under three previous contracts. Ms. Lamie stated that the Consultant will provide strategic advice and planning for the Freightway, coordinate activities between the Freightway and the US Secretary of Transportation, as well as with members of the US Congress and other government officials, and will work with Class I Railroads in the St. Louis region to identify strategies to fund Freightway projects. She noted that these services will be provided at the current rate of \$9,000 per month and would be in effect for twenty-four (24) months, starting on April 1, 2022, through March 31, 2024. It was noted that an attachment has been included in the meeting materials, outlining achievements. Chair Windmiller asked if the attachment was recently added to the meeting materials. President and CEO Roach noted that the information was supplied to Ms. Bennett yesterday afternoon, and was added to the meeting materials. He apologized for the late addition. Chair Windmiller stated that it would be helpful if this information could be supplied to the Board of Commissioners on a quarterly basis. Mr. Roach stated that staff will supply this information on an ongoing basis.

A motion to approve this agenda item, as presented, was made by Commissioner Simmons and seconded by Commissioner Gladney. **The motion passed unanimously.**

14. Unscheduled Business

9:03 a.m. There was no unscheduled business.

15. Operations Report

9:03 a.m. An operations report for Metro Transit was included in the Committee packet. President and CEO, Taulby Roach, and Charles Stewart, Executive Vice President Organizational Effectiveness, provided a summary of the report for the Committee.

President/CEO Roach noted that an extensive report is included in today's packet for the Commissioners' review, including a list of Capital Projects; however, he would like to focus on the Light Rail Vehicle (LRV) replacement project. He noted that the Agency has 87 light rail vehicles, many of which have reached the end of their economic life; however, the team has done an excellent job of major renovations on these vehicles. Mr. Roach noted that approximately one-third of the vehicles should be considered for replacement. He noted that specialized engineering consultants are working with the manufacturing community regarding design modifications to increase efficiency.

President/CEO Roach indicated that many additional Capital Project updates are noted in today's report. He stated that he would also like to mention some projects taking place in Illinois. He stated that the Agency has a hybrid relationship and strong partnership with the St. Clair County Transit District which has been fruitful in moving many of these projects forward.

Charles Stewart, Interim Executive Director Metro Transit provided an overview of ridership numbers to the Board of Commissioners. He noted that continued issues relating to operator shortages continue to impact the system, resulting in decreased service and missed trips. Mr. Stewart stated that, although the workforce shortages are still significant, the Agency continues to provide sign on bonuses, incentive bonuses and referral bonuses, as well as continues to hold job fairs. In addition, Mr. Stewart reported that the Agency has reached an agreement with the ATU, which will increase starting wages. He noted that he will continue to monitor this situation. Commissioner Gladney asked for additional details regarding the operator shortage and the wage increase. President/CEO Roach noted that there are currently 21 operators in training, which is promising; however, the effects of the Omicron variant has increased the number of positive results throughout the organization. Mr. Roach added that Trenise Winters, General Manager MetroBus, has indicated that there are a number of good, quality candidates in the current training pool. Mr. Stewart gave specifics relating to the increases being proposed in the agreement with the ATU. He noted that for MetroBus Operators, the starting pay will be increased from \$15.88 to \$18.53; for Call-A-Ride, the pay will be increased from \$16.42 to \$17.33. He noted that there were also increases for two types of Mechanics: For Class 10 Fuel/Oil Attendants, the starting pay will be increased from \$14.81 to \$16.92; and for Class A Bus Maintenance, from \$16.26 to \$18.59. Commissioner Gladney thanked staff for their efforts regarding the worker shortage. Commissioner Simmons congratulated Mr. Stewart on his appointment to this new position. Commissioner Simmons also noted that the Illinois bus garage is sufficiently staffed at this time, and they are not missing trips, which is good news. Mr. Stewart noted that the Agency is having more issues with staffing on the Missouri side. Commissioner Windmiller posed questions regarding the discrepancy between Missouri and Illinois. Jessica Gershman noted that there is a smaller, more manageable amount of service in Illinois. Commissioner Cox posed questions regarding funding for the pay increases. President/CEO Roach noted that the funding is coming from a combination of CARES, CRISSA and existing budget resources. Mr. Roach commended the employees, and partners at the ATU and IBEW for their hard work. Chair Windmiller thanked the team, and stated that hopefully, better days are ahead.

This item was submitted as information only, and no action is needed by the committee.

16. President/CEO Report

9:18 a.m. Bi-State Development President & CEO, Taulby Roach, stated that he would like to welcome Charles Stewart to his new position. He noted that Mr. Stewart has a vigilant

commitment to Bi-State Development, and has exhibited the kind of leadership that the organization needs. He stated that he is looking forward to Mr. Stewart's leadership in this new position.

President/CEO Roach noted the effects of the Omicron variant on the workforce, and stated that the organization continues to hold job fairs, with the next one being tomorrow, at Orlando Gardens in Maryland Heights.

President/CEO Roach reported that MetroBus Operator, Jonathan Cobb, continues to improve. He stated that Trenise Winters, General Manager MetroBus, invited Mr. Cobb to attend a recent meeting. He attended via Zoom, and the staff was pleased that he could attend. Mr. Roach asked that the Board, staff, and public recognize the employees who are out on the front line, for the hard work that they are doing.

President/CEO Roach acknowledged the tremendous partnerships of the Agency, noting that Illinois Governor, J.B. Pritzker, was in attendance at the event held at the Illinois Garage for the \$9.8 million grant for the Emerson Park Project, and thanked him for his attendance.

President/CEO Roach reported that the Secure Platform Plan is going well. He noted that the legal team is currently working through several legal documents related to that project, and he anticipates the design process will begin in February.

17. Call of Dates for Future Board and Committee Meetings

9:24 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Tentative schedule:

Board of Commissioners Meeting:	Friday, February 18, 2022	8:30 AM
Safety & Security Meeting:	Thursday, March 10, 2022	8:30 AM
Operations/Audit, Finance, Administration:	Friday, March 18, 2022	8:30 AM

18. Adjournment to Executive Session – If such action is approved by a majority vote who constitute a quorum, the Committee may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1).

9:24 a.m. Chair Windmiller requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) – Legal; and (D) (7) – Purchasing & Contracts.

A motion to move into Executive Session was made by Commissioner Brown and seconded by Commissioner Gladney. A roll call vote was taken as follows:

Rose Windmiller – Yea	Terry Beach – Yea
Vernal Brown – Yea	Derrick Cox – Yea
Sam Gladney – Yea	Irma Golliday – Yea
	Herbert Simmons – Yea

The motion passed unanimously, and the Committee moved into Executive Session at 9:25 a.m.

19. Reconvene to Open Meeting

9:35 a.m. The Committee reconvened to the Open Meeting at approximately 9:35 a.m.

Commissioner Simmons made a motion to accept, and forward to the Board of Commissioners for approval, an authorization for the President and CEO to enter into an intergovernmental agreement with the Illinois Department of Transportation for the construction of the Engine Run-up at the St. Louis Downtown Airport. The motion was seconded by Commissioner Cox.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea

Terry Beach – Yea
Derrick Cox – Yea
Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed unanimously.

20. Adjournment

9:36 a.m. Chair Windmiller asked if there was any further business, and being none, Commissioner Beach made a motion to adjourn the meeting. The motion was seconded by Commissioner Golliday. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:36 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
AUDIT, FINANCE & ADMINISTRATION COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
January 28, 2022**

Immediately following Operations Committee Meeting

Audit, Finance & Administration Committee Members participating via Zoom

Herbert Simmons
Sam Gladney
Fred Pestello – Absent
Nate Johnson – Absent

Other Commissioners participating via Zoom

Rose Windmiller – Acting Chair
Derrick Cox
Vernal Brown
Terry Beach
Irma Golliday – Absent

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Mary Lamie, Executive Vice President of Multi Modal Enterprises
Crystal Messner, Chief Audit Executive
Charles Stewart, Exec. Vice President Organizational Effectiveness/Interim Exec. Director Metro Transit

Others participating via Zoom

Erin Stumpf, ASL Interpreter
Rebecca Pursley, ASL Interpreter

- 1. Open Session Call to Order**
9:37 a.m. Chair Windmiller called the Open Session of the Audit, Finance & Administration Committee Meeting to order at 9:37 a.m.
- 2. Roll Call**
9:37 a.m. Roll call was taken, as noted above.

3. Public Comment

9:37 a.m. Myra Bennett, Manager of Board Administration, noted that no public comments were received for the Audit, Finance & Administration Committee meeting, and that all public comments submitted were addressed at the Operations Committee meeting.

4. Minutes of the October 15, 2021 Audit, Finance & Administration Committee, Open Meeting

9:38 a.m. The minutes of the October 15, 2021 Audit, Finance & Administration Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Brown and seconded by Commissioner Cox. **The motion passed unanimously.**

5. Intergovernmental Agreement between BSD and Regional Justice Information Services (REJIS)

9:39 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, Intergovernmental Agreement between Bi-State Development (BSD) and Regional Justice Information Services (REJIS). Tom Curran, Executive Vice President Administration, gave an overview of this item, noting that BSD has had a relationship with REJIS since 2011, which has proven to be very beneficial for the Agency. He noted that staff from REJIS is available to provide IT support 24 hours per day, seven days per week, 365 days per year. Mr. Curran reported that the agreement would provide for this type of specialized IT support, and would be for a term of 36 months, with 4 optional renewals.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Gladney and seconded by Commissioner Brown. **The motion passed unanimously.**

6. IAD Audit Follow-Up Summary – 2nd Quarter - FY2022

7. IAD Status Report – 2nd Quarter - FY2022

8. IAD SSO-Status Report – 4th Quarter - Calendar Year 2021

9. Treasury Safekeeping Accounts Audit, Ending September 30, 2021

9:41 a.m. Briefing papers were included in the meeting materials with regard to each of these items. Crystal Messner, Chief Audit Executive, noted that, if there are no objections, she will give a combined overview of these items. Being no objections, Ms. Messner noted that, for the second quarter, FY 2022 Audit Follow-Up, there were 118 recommendations; 69 have been completed and closed; 31 are still outstanding. She reported that, in the next quarter, IAD will be focusing on the 18 outstanding recommendations that are overdue.

Ms. Messner noted that, with regard to Item #7 (IAD Status Report – 2nd Quarter - FY2022), the Internal Audit Plan is proceeding as expected, and IAD is moving forward to replace audits with higher risk needs.

With regard to Item #8 (Internal Audit State Safety Oversight Status Report - 4th Quarter Calendar Year 2021), Ms. Messner reported that these run on a three year basis, and the Agency is in the first year of that 3-year term. She noted that, for the 4th quarter, there were 6 items noted,

and those were successfully closed. She also reported that the Agency completed and received consensus on the Audit Report, as of December 15, 2021.

Ms. Messner noted that, with regard to Item #9 (Treasury Safekeeping Accounts Audit, Ending September 30, 2021), this is performed on a quarterly basis. She stated that one of the goals for this quarter, and going forward, was to bring a little more substance to this audit review than had been in the past. She reported that IAD worked with CFO, Tammy Fulbright, and her team regarding this change. Ms. Messner noted that previously, IAD was looking at approximately \$38 million for verification, for specific items, due to a request of the Board, over a decade ago. She noted that she and Ms. Fulbright have been working to make the audits more comprehensive, so the decision was made to include the \$425 million in cash and investments, from the quarterly Treasurer's Report (Item #13). She stated that she is happy to report that the review of the respective balances and credit ratings reported in the Treasurer's Report, as of September 30, 2021, are fairly presented. Ms. Messner noted that IAD will be incorporating fuel hedging funds into this review, in the future. These items were presented for information only.

10. 401(k) Plan Audit Update

9:44 a.m. 401(k) Plan Audit updates were included in the meeting materials regarding this item. Charles Stewart, Executive Vice President Organizational Effectiveness, gave an overview of this item, noting that an unmodified audit opinion has been issued for this audit. This item was presented as information only.

11. 2021 Pension Valuations Update

9:45 a.m. 2021 Pension Valuations Update updates were included in the meeting materials. This item was presented as information only. Charles Stewart, Executive Vice President Organizational Effectiveness, gave an overview, noting the following:

As of June 1, 2021, the funded ratio for the Salaried Pension Plan was 83.3%, and the unfunded liability was \$18,169,574. As of April 1, 2021, the funded ratio for the IBEW Pension Plan was 85.5%, and the unfunded liability was \$1,102,752. As of April 1, 2021, the funded ratio for the Local 788, Amalgamated Transit Union, AFL-CIO Pension Plan was 70.6%, and the unfunded liability was \$64,856,905.

Commissioner Gladney asked if the IBEW plan is a defined benefit plan, and Mr. Stewart noted that all of these plans are defined benefit plans.

12. Financial Statements

13. Treasurer's Report

9:50 a.m. Financial Statements and a Treasurer's Report for the quarter ended September 30, 2021 were included in the meeting materials. Tammy Fulbright, Executive Vice President/Chief Financial Officer, noted that, if there are no objections, she will give a combined overview of these items. Being no objections, Ms. Fulbright noted that for the first quarter of 2022, the Agency had the opportunity to apply for additional federal stimulus funding, and as part of that application, it was required that the Agency pull down 90% of its CARES funding. She stated that the Agency pulled those funds to use in 2022, which then allows the Agency to apply for additional funding. Ms. Fulbright noted that Riverfront Attractions was up, which was a sizable increase from last year, and was primarily due to an increase in cruises. She reported that these

were offset by losses, primarily due to refunding of the Arch debt; however, this will be offset in the coming months. Ms. Fulbright noted that the Airport was also down, due to additional incurred losses that were recognized as a result of a previous fire at a maintenance building. She noted that the Agency's rate of return on investments on self-directed funds has been struggling, due to the current economy. She gave an overview of realized gains regarding the fuel hedging program. This item was presented as information only.

14. Procurement Report

9:52 a.m. A Procurement Report was included in the meeting materials regarding this item. Thomas Curran, Executive Vice President Administration, gave an overview of this item, noting that, for the second quarter, non-competitive procurements totaled approximately \$1.7 million or 10.2% of the total purchase order commitment. He stated that, for the past 12 months, non-competitive procurements totaled approximately \$13.6 million or 14.4% of the total purchase order commitment. He stated that the Agency is interested in keeping these numbers as low as possible. This item was presented as information only.

15. Unscheduled Business

9:53 a.m. President and CEO, Taulby Roach, noted that there is no unscheduled business.

16. President/CEO Report

9:54 a.m. President and CEO, Taulby Roach, commended Tammy Fulbright, Executive Vice President and CFO, and Crystal Messner, Chief Audit Executive, for the close working relationship they have established between the two departments.

17. Call of Dates for Future Board and Committee Meetings

9:54 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meeting, as follows:

Board of Commissioners Meeting:	Friday, February 18, 2022	8:30 AM
Safety & Security Meeting:	Thursday, March 10, 2022	8:30 AM
Operations/Audit, Finance, Administration:	Friday, March 18, 2022	8:30 AM

18. Adjournment to Executive Session – If such action is approved by a majority vote of the Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1); and Auditors under §10.080(D)(10)

9:55 a.m. Chair Windmiller requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) – Legal; and (D) (10) – Audit.

A motion to move into Executive Session was made by Commissioner Simmons and seconded by Commissioner Cox. A roll call vote was taken as follows:

Rose Windmiller – Yea	Terry Beach – Yea
Vernal Brown – Yea	Derrick Cox – Yea
Sam Gladney – Yea	Herbert Simmons – Yea

The motion passed unanimously, and the Committee moved into Executive Session at 9:56 a.m.

19. Reconvene to Open Meeting

10:07 a.m. The Committee reconvened to the Open Meeting at approximately 10:07 a.m.

Commissioner Simmons made a motion to accept, and forward to the Board of Commissioners for approval, the Draft – Organizational Effectiveness Data Integrity Audit, as presented. The motion was seconded by Commissioner Brown.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea

Terry Beach – Yea
Derrick Cox – Yea
Herbert Simmons – Yea

The motion passed unanimously.

20. Adjournment

10:07 a.m. Chair Windmiller asked if there was any further business, and being none, Commissioner Cox made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor was taken, the motion passed, and the meeting was adjourned at approximately 10:08 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President & Chief Executive Officer
Subject: **Agreement between Missouri Department of Health & Senior Services and Bi-State Development**
Disposition: Approval
Presentation: Taulby Roach, President & Chief Executive Officer

Objective:

To present to the Board of Commissioners for approval, an agreement between Metro Transit and Missouri Department of Health and Senior Services (MDHSS). This contract and partnership will enable Metro Transit to utilize \$20,000.00 in funding from MDHSS for active transportation amenities for Metro Transit's Community Mobility Hubs in North St. Louis City.

Background:

Metro's Community Mobility Hubs Project is a federally funded initiative to create places of connectivity, where different modes of travel converge. They include features that support more intuitive and accessible public transit, walking and biking, bikeshare and carshare services, neighborhood electric vehicles, and microtransit services. These hubs will have a larger footprint than a bus stop, creating safer, more comfortable spaces for customers to wait for bus service, transfer between routes, and connect to other mobility modes and surrounding community assets.

Phase 1 of this Community Mobility Hub Program is currently in final planning stages, and contains four locations that are under review with community stakeholders. Location for these mobility hubs were selected by analysis of ridership data (high transfer points), impacts on environmental justice populations, surrounding land use and typology, and proximity public facilities.

Elements at each mobility hub may include: infrastructure upgrades to improve ADA compliance; amenities like seating, lighting, and wayfinding; and customized components that are desired in each community, ranging from green infrastructure elements to historical or cultural features.

Analysis:

Community engagement discussions on the proposed hub location at Grand and Page Boulevards in North St. Louis City led to this opportunity to partner with MDHSS. Washington University's Building Resilient Inclusive Communities (BRIC program) brings together organizations and stakeholders in the region to promote healthy living and reduce social isolation during the COVID-19 pandemic. It is through the BRIC working group that Metro Transit and MDHSS identified a potential partnership around common objectives. The MDHSS office's goals align with Metro's Community Mobility Hub project, namely:

- to increase physical activity by improving public and active transportation accessibility;
- to make infrastructure improvements that support connections to everyday destinations.

MDHSS recognized the overlap in agency goals and extended an offer to contribute \$20,000.00 to Metro's Community Mobility Hubs project, specifically for the inclusion of active transportation features in the development of transportation hubs that serve North St. Louis City and County residents.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve an agreement between Metro Transit and Missouri Department of Health and Senior Services (MDHSS), utilizing **\$20,000.00** in funding from MDHSS, for active transportation amenities for Metro Transit's Community Mobility Hubs in North St. Louis City.

Funding Source:

No funding request is made for this matter. MDHSS's Nutrition and Physical Activity Plan-Active Transportation program is providing the funding under this agreement.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Robert J. Knodell
Acting Director



Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



Missouri Department of Health and Senior Services

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RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Robert J. Knodell
Acting Director



Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, primary financial executive, Board President or authorized representative with knowledge of policies, procedures and administrative operations of your organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to annually complete the Business Management Assessment (BMA) form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to <https://health.mo.gov/atoz/bma/index.php>
- **Microsoft Internet Explorer browser *cannot* be used.** You must use another browser such as Microsoft Edge, Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted. **A confirmation number will appear if the form is successfully submitted. Be sure to document this number.**
- You may find helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk subrecipient and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

04/21/2021

www.health.mo.gov

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MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 50424	Contract Title: TRANSPORTATION HUB ASSETS	
Contract Start: 9/29/2022	Contract End: 9/29/2022	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) BI STATE DEVELOPMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 211 N BROADWAY STE 700 STE 700	
CITY, STATE, and ZIP CODE ST LOUIS MO 63102-2759	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON BRYAN ROGERS	EMAIL ADDRESS BRogers@metrostlouis.org
PHONE NUMBER (314) 745-6819	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****4283	DUNS NUMBER 006490569
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

TRANSPORTATION HUB ASSETS

1. GENERAL

- 1.1 The contract amount shall not exceed \$20,000.00 for the period of Date of Award through September 29, 2022.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: State Nutrition and Physical Activity Plan- Active Transportation
Program Contact: Cindy DeBlauw
Address: 920 Wildwood, Jefferson City, MO 65102
Phone: 573-522-2820
Email: Cindy.Deblauw@health.mo.gov

2. PURPOSE

- 2.1 The purpose of this contract is to support the inclusion of active transportation features in the development of transportation hubs that serve North St. Louis City and County residents.

TRANSPORTATION HUB ASSETS

- 2.2 The goal is to increase physical activity by improving public and active transportation accessibility and desirability through infrastructure improvements that support connections to everyday destinations.

3. DEFINITIONS

- 3.1 Active transportation - is any self-propelled, human mode of transportation, such as walking or bicycling that provides affordable transportation access for everyone regardless of age, gender, socioeconomic status or disability. Although not always defined as active transportation, public transportation is considered active transportation for the purposes of this contract since research demonstrates public transportation use also increases physical activity.
- 3.2 Everyday destinations - are places people can get to from where they live by walking, bicycling or public transit, i.e. grocery stores, schools, worksites, parks, restaurants, etc.
- 3.3 Transportation hub - is a facility that supports multiple modes of transportation such as rail, bus, pedestrian and bicycling. It includes features such as shelter, benches, lighting, route and schedule information, bike rack, etc.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall include in the design and construction of the transportation hub that serves North St. Louis City and County features that support active transportation and destination connections including, but not limited to:
- a. Benches
 - b. Lighting
 - c. Bike racks
 - d. An outdoor bike repair station
 - e. Trash receptacles
 - f. Route and schedule information
- 4.1.1 As funding permits the following amenities may also be included:
- a. Water service
 - b. Landscaping
 - c. Public art

TRANSPORTATION HUB ASSETS

- 4.2 The Contractor shall assure that active transportation features selected are consistent with the community need and input obtained through a community engagement process.

5. REPORTS

- 5.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 5.2 The Contractor shall submit a narrative report along with photos of the items purchased with the final invoice detailing the challenges and successes with implementing the transportation hub project.

6. BUDGET AND ALLOWABLE COSTS

- 6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: personnel, travel, supplies, indirect cost and other.
- 6.2 Indirect costs
- 6.2.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 6.2.2 The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate.
- 6.2.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 6.2.4 In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at monitoring@health.mo.gov prior to submitting an invoice using the new rate.
- 6.3 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

TRANSPORTATION HUB ASSETS

- 6.4 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses at the travel reimbursement rates set by the Contractor's written travel policy.
- 6.5.1 The Contractor shall ensure travel expenses incurred under this contract are consistent with those travel expenses followed by the Contractor in like circumstances in its other operations.
- 6.5.2 The Contractor may use the Contiguous US Per Diem Rates (CONUS) rates as a guide to determine reasonableness.
- 6.5.3 The CONUS per diem rates can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 6.6 The Contractor shall follow competitive procurement practices.

7. INVOICING AND PAYMENT

- 7.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 7.5 The Contractor shall mail invoices to:

Missouri Department of Health and Senior Services
Bureau of Community Health and Wellness
P.O. Box 570
Jefferson City, MO 65102-0570

Or submitted electronically to: Cindy.Deblauw@health.mo.gov

TRANSPORTATION HUB ASSETS

- 7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

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8. AMENDMENTS

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

9. RENEWALS

- 9.1 The parties may renew the agreement for one (1) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

10. MONITORING

- 10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11. DOCUMENT RETENTION

- 11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor

TRANSPORTATION HUB ASSETS

shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

- 12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 12.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

13. LIABILITY

- 13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers

TRANSPORTATION HUB ASSETS

compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 14.2.2 The percentage of the total costs of the program or project which will be financed by

TRANSPORTATION HUB ASSETS

- 14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

16. AUTHORIZED PERSONNEL

- 16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

TRANSPORTATION HUB ASSETS

- 16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 16.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

18. TERMINATION

- 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 18.1.2 A change in federal or state law relevant to this contract occurs; or
- 18.1.3 A material change of the parties to the contract occurs; or
- 18.1.4 By request of the Contractor.

TRANSPORTATION HUB ASSETS

- 18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
 - 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 18.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

1. Contractor Name and Complete Address				
2. Contract Number		3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
		From:	To:	
5. DUNS Number	6. EIN		7. Report Type	
			<input type="checkbox"/> Annual <input type="checkbox"/> Final	
8. Transactions				
Contract Expenditures:				
8a. Total contract funds authorized:				
8b. Total expenditures:				
8c. Unspent balance of contract funds (line a minus b):				\$0.00
Match Requirements (if required by the contract):				
8d. Total match required:				
8e. Total match expenditures:				
8f. Remaining match to be provided (line d minus e):				\$0.00
9. Remarks: Attach any explanations deemed necessary.				
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)		11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor				11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (05-17)

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Transportation Hub Assets (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	50424	State: 0%	\$0.00	Federal: 100%	\$20,000.00
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Contract Title: TRANSPORTATION HUB ASSETS

Contract Start: Contract End: 9/29/2022 Amend#: 00 Contract #:

Vendor Name: BI STATE DEVELOPMENT

CFDA: 93.439 Research and Development: N

CFDA Name: STATE PHYSICAL ACTIVITY AND NUTRITION (SPAN)

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5NU58DP006506-03, 6NU58DP0065063-03

Federal Award Name: MISSOURI PHYSICAL ACTIVITY AND NUTRITION PROGRAM (MPAN)

Federal Award Year: 2020 DHSS #: DP006506-03 Federal Obligation: \$20,000.00

* The Department will provide this information when it becomes available.

Project Description:

The purpose of this contract is to support implementation of the State Physical Activity and Nutrition (SPAN) grant active transportation and community design components in St. Louis. Specifically this contract will support active transportation features in St. Louis multimodal transportation hubs.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING AN AGREEMENT BETWEEN MISSOURI DEPARTMENT OF
HEALTH AND SENIOR SERVICES AND BI-STATE DEVELOPMENT**

PREAMBLES:

Whereas, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, Metro Transit’s Community Mobility Hubs Project is a federally funded initiative to create places of connectivity, where different modes of travel converge, and include features that support more intuitive and accessible public transit, walking and biking, bikeshare and carshare services, neighborhood electric vehicles, and microtransit services; and

Whereas, elements of each mobility hub may include: infrastructure upgrades to improve ADA compliance; amenities like seating, lighting, and wayfinding; and customized components that are desired in each community, ranging from green infrastructure elements to historical or cultural features; and

Whereas, Community engagement discussions on the proposed hub location at Grand and Page Boulevards in North St. Louis City led to this opportunity to partner with the Missouri Department of Health and Senior Services (MDHSS); and

Whereas, MDHSS office’s goals align with Metro’s Community Mobility Hub project, namely to increase physical activity by improving public and active transportation accessibility and to make infrastructure improvements that support connections to everyday destinations; and

Whereas, MDHSS recognized the overlap in Agency goals and extended an offer to contribute \$20,000.00 to Metro’s Community Mobility Hubs project, specifically for the inclusion of active transportation features in the development of transportation hubs that serve North St. Louis City and County residents; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into an agreement between Bi-State Development Agency (Metro Transit) and Missouri Department of Health and Senior Services (MDHSS), utilizing \$20,000.00 in funding from MDHSS, for active transportation amenities for Metro Transit’s Community Mobility Hubs in North St. Louis City, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into an agreement between Bi-State Development Agency (Metro Transit) and Missouri Department of Health and Senior Services (MDHSS), utilizing \$20,000.00 in funding from MDHSS, for active transportation amenities for Metro Transit's Community Mobility Hubs in North St. Louis City, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Agreement, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6 Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the Missouri Department of Health and Senior Services (MDHSS).

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Agreement.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Agreement.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]
ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Sole Source Contract Authorization for Professional Engineering Services
Phase 2 – Engineering and Design Support Services – Rehabilitation of the
MetroLink Cross County Extension Tunnels and Stations**
Disposition: Approval
Presentation: Christopher C. Poehler, Assistant Executive Director Engineering Systems
Timothy Nittler, Senior Director of Capital Projects

Objective:

To present to the Board of Commissioners, for approval, a request to enter into a sole source contract for professional engineering services related to the rehabilitation of the Big Bend and Skinker tunnels and stations.

Background:

The Cross County MetroLink Extension opened to the public in 2006. There are three separate underground tunnels along this alignment. Two of these tunnels, Tunnel #2 and Tunnel #3, in addition to two underground stations, Skinker Station and Big Bend Station, respectively, began to show signs of water infiltration almost immediately after commencement of operations.

Consequently, Bi-State Development (**BSD**) pursued litigation regarding the water infiltration issues. To assist in the litigation efforts, Gall Zeidler Consultants, an international engineering firm that specializes in tunnel and geotechnical engineering services, provided professional engineering services to the BSD legal team. From this activity, Gall Zeidler Consultants gained a strong and unique understanding of the issues related to these tunnels and stations.

Recently, Gall Zeidler Consultants were hired by BSD through a sole source award, for Phase I of this project. This procurement was reviewed and approved during the April 2021 Board of Commissioners Meeting. Phase 1 services included a reassessment of the current condition of the tunnels and stations. The Phase 1 work has been completed. The results from this activity were evaluated, and a tunnel/station rehabilitation analysis was conducted to identify and prioritize needed repairs.

Analysis:

BSD has negotiated a scope of work and fee with Gall Zeidler Consultants for Phase 2 of the proposed project. Services will include the preparation of drawings and technical specifications that will be the basis for the tunnel rehabilitation construction activities. These construction documents will be prepared, based on the findings from the recently completed tunnel evaluations, which were Phase 1 of the project. Services will also include the preparation of an estimate of probable construction cost, the preparation of an Operations and Maintenance (O&M) manual, and support during the project procurement process.

The negotiated cost for this work is **\$369,006.09**, which includes a 10% contingency. Metro has determined the cost to be fair and reasonable.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request that the President & CEO enter into a “sole source” contract for professional engineering services related to the rehabilitation of the Big Bend / Skinker tunnels and stations with Gall Zeidler Consultants, in an amount not to exceed **\$369,006.09**.

Funding Source:

Funding provided from a specific reserve that has been set aside for these repairs.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR PHASE 2 – REHABILITATION OF THE METROLINK
CROSS COUNTY EXTENSION TUNNELS AND STATIONS**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Board Policy Chapter 50, §50.010 (E)(1)(b), require Board approval of all Non-competitive (“sole source or single bid”) Procurements exceeding \$100,000; and

Whereas, funding is provided through a specific reserve that has been set aside for these repairs; and

Whereas, Gall Zeidler Consultants were hired by BSD through a sole source award, for Phase I of this project, and this procurement was reviewed and approved during the April 2021 Board of Commissioners Meeting. Phase 1 services included a reassessment of the current condition of the tunnels and stations; and

Whereas, the Agency has negotiated a scope of work and fee with Gall Zeidler Consultants for Phase 2 of the proposed project, which includes the preparation of drawings and technical specifications that will be the basis for the tunnel rehabilitation construction activities; and

Whereas, the negotiated cost for this work is \$369,006.09, which includes a 10% contingency, and the Agency has determined the cost to be fair and reasonable; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the award of a "sole source" contract for professional engineering services, related to the rehabilitation of the Big Bend/Skinker tunnels and stations with Gall Zeidler Consultants, in an amount not to exceed \$369,006.09, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI- ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section I.

Section 2. Approval of the Sole Source Contract. The Board of Commissioners hereby approves the award of a "sole source" contract for professional engineering services, related to the rehabilitation of the Big Bend / Skinker tunnels and stations with Gall Zeidler Consultants, in an amount not to exceed \$369,006.09, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contracts and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Gall Zeidler Consultants.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contracts.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: Contract with WSP USA, Inc. – MetroLink Station Enhancements**
Disposition: Approval
Presentation: Christopher C. Poehler, Assistant Executive Director Engineering Systems

Objective:

To present to the Board of Commissioners, for approval, a request to authorize the President and CEO to modify the current contract for design and construction phase services with WSP for MetroLink Station Enhancements.

Background:

In April 2019, Bi-State Development (**BSD**) entered into a contract with WSP for planning and design services for five MetroLink Stations, in the amount of \$812,893.06. The five stations are Laclede's Landing, Convention Center, 8th & Pine, Forest Park-DeBaliviere and Delmar Loop. The main goals of these enhancements include: promoting a safe and attractive environment at each station, strengthening connections to the surrounding communities, reducing long-term maintenance costs, and increasing ridership.

Previous modifications were issued to extend the project schedule and authorize the advancement of the designs to a 20% advanced conceptual engineering (ACE) level for all five locations, based on input from staff and stakeholders.

This proposed modification will authorize funding to advance the 20% ACE plans completed by WSP for two of the MetroLink stations originally scoped: 8th and Pine and Convention Center. Under this proposal, final designs will be developed for the two stations, as well as plans and services for an additional construction phase, to complete the critical improvements as soon as possible. The critical improvements include needed physical upgrades to restore full access to the stations and improve safety. They involve replacing the escalators at all four platforms with stairs, choice station lighting upgrades, emergency egress tunnel lighting, removing and replacing the concrete paneling with a different wall system, painting the ceiling, adding station access control, and upgrading the signage and branding.

Analysis:

The existing project budget will partially cover the advancement of the plans for 8th and Pine and Convention Center MetroLink Stations. The negotiated cost for this work is \$1,700,000, which includes a 10% contingency. Metro has determined the cost to be fair and reasonable.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request to allow Metro to modify the current contract for design and construction phase services with (WSP) for MetroLink Stations Enhancements, based on the cost proposal submitted on December 28, 2021 and a 10% contingency, in an amount not to exceed **\$1,700,000.**

Funding Source:

Funding for this project will be provided by FTA grants and local funding.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH WSP USA, INC. FOR
METROLINK STATION ENHANCEMENTS**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. § 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50.010, Section E.1.d., requires the Board of Commissioners to approve Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service; and

Whereas, in April 2019, Bi-State Development (BSD) entered into a contract with WSP for planning and design services for five MetroLink Stations, in the amount of \$812,893.06; and

Whereas, five stations included Laclede’s Landing, Convention Center, 8th & Pine, Forest Park-DeBaliviere and Delmar Loop, and the main goals of these enhancements include: promoting a safe and attractive environment at each station, strengthening connections to the surrounding communities, reducing long-term maintenance costs, and increasing ridership; and

Whereas, proposed modification will authorize funding to advance the 20% ACE plans completed by WSP for two of the MetroLink stations originally scoped: 8th and Pine and Convention Center; and

Whereas, under this proposal, final designs will be developed for the two stations, as well as plans and services for an additional construction phase, to complete the critical improvements as soon as possible; and

Whereas, the critical improvements are needed physical upgrades to restore full access to the stations and improve safety, and involve replacing the escalators at all four platforms with stairs, choice station lighting upgrades, emergency egress tunnel lighting, removing and replacing the concrete paneling with a different wall system, painting the ceiling, adding station access control, and upgrading the signage and branding; and

Whereas, the existing project budget will partially cover the advancement of the plans for 8th and Pine and Convention Center MetroLink Stations, and the negotiated cost for the proposed work is \$1,700,000, which includes a 10% contingency; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to approve a request to authorize the President and CEO to sign a contract modification for design and construction phase services with (WSP) for MetroLink Stations Enhancements, based on the cost proposal submitted on December 28, 2021 and a 10% contingency, in an amount not to exceed \$1,700,000, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Modification of the Contract. The Board of Commissioners hereby approves a request to authorize the President and CEO to sign a contract modification for design and construction phase services with (WSP) for MetroLink Stations Enhancements, based on the cost proposal submitted on December 28, 2021 and a 10% contingency, in an amount not to exceed \$1,700,000, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and WSP USA, Inc.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Contract.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Skinker Bridge Rehabilitation Project – Contract Time Extension**
Disposition: Approval
Presentation: Christopher Poehler, Assistant Executive Director Engineering Systems,
Thomas Curran, Executive Vice President -Administration

Objective:

To present to the Board of Commissioners, for approval, a request to authorize the President & CEO to execute a no-cost time extension contract with STV, Inc., an engineering consulting firm, who is currently providing design and construction phase services for the Skinker Bridge rehabilitation project.

Background:

The Skinker Bridge is a two span structure that carries MetroLink over Skinker Boulevard. The bridge was first constructed in 1940 to carry rail freight. In general, this bridge is in fair condition despite its age, with only some defective or deteriorated components. The estimated remaining service life exceeds 20 years, if properly maintained.

The bridge requires rehabilitation to address deterioration and the seismic risk issues, to serve as a viable alignment for MetroLink service. Per the latest inspection findings and recommendations, the steel bearings supporting the floor beams at each abutment, either failed or have severe deterioration, and require replacement. Additional proposed improvements include: cleaning and painting portions of the steel superstructure, repairing or replacing deteriorated steel components, repairing concrete cracks and spalls in the substructure, and replacing the track anchorage system and the rail.

Analysis:

Metro issued a Solicitation 18-RFP-105106-DGR, requesting proposals from qualified firms to provide the required services. Following standard procurement procedures, the contract was awarded to STV, Inc., for the rehabilitation design and related services during construction of the rehabilitation of the MetroLink Skinker Bridge.

STV, Inc. has completed the design, and now the project is moving into the construction phase. The COVID-19 pandemic caused significant delays in this project, including delayed delivery of design, due to a travel prohibition imposed on STV's east coast based design team, and delays in obtaining necessary rail and shoring materials. The current contract expired December 20, 2020 with two, 90-day time extensions extending the contract until June 20, 2021. The contract will need to be extended until October 31, 2022.

Funding Source:

This project is funded through Federal and local funding sources.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance from June 20, 2021 to October 31, 2022.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH STV, INC. FOR DESIGN AND
CONSTRUCTION PHASE SERVICES FOR THE
SKINKER BRIDGE REHABILITATION PROJECT**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. § 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50.010, Section G.2., requires the Board of Commissioners to approve contract extensions beyond 180 days; and

Whereas, Bi-State Development (BSD) issued a Solicitation 18-RFP-105106-DGR, requesting proposals from qualified firms to provide the required services, and following standard procurement procedures, the contract was awarded to STV, Inc., for the rehabilitation design and related services during construction of the rehabilitation of the MetroLink Skinker Bridge; and

Whereas, STV, Inc. has completed the design, and now the project is moving into the construction phase; and

Whereas, the COVID-19 pandemic caused significant delays in this project, including delayed delivery of design, due to a travel prohibition imposed on STV’s east coast based design team, and delays in obtaining necessary rail and shoring materials; and

Whereas, the current contract expired December 20, 2020, with two, 90-day time extensions extending the contract until June 20, 2021, and the contract will need to be extended until October 31, 2022; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to approve a request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance with STV, Inc. from June 20, 2021 to October 31, 2022, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Modification of the Contract. The Board of Commissioners hereby approves a request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance with STV, Inc. from June 20, 2021 to October 31, 2022, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and STV, Inc.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Contract.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **East Riverfront Stair Replacement Project – Contract Time Extension**
Disposition: Approval
Presentation: Christopher Poehler, Assistant Executive Director Engineering Systems;
Thomas Curran, Executive Vice President – Administration

Objective

To present to the Board of Commissioners, for approval, a request to authorize the President & CEO to execute a no-cost time extension contract with The Harlan Company, a construction firm, who is providing construction services for the East Riverfront Stair Replacement project.

Background

Metro is pursuing a replacement of the pedestrian stairs, which provide access from the east side of Front Street up to both the Eastbound and Westbound Platform Areas of the East Riverfront MetroLink Station. The solicitation is for complete design and construction services for turnkey stair removal and replacement, at both stair locations.

Analysis

Metro issued Solicitation 21-SB-170968-DGR, requesting bids from qualified firms to provide the required services. Following standard BSD procurement procedures, the contract was awarded to The Harlan Company, for the construction/rehabilitation of the stairs at the MetroLink East Riverfront Station.

The contractor has performed investigative and design work; however, the contractor has been delayed due to ongoing maintenance work on the elevators at East Riverfront. In order to maintain passenger access to the platform, Metro has preferred not to have the stairs under construction at the same time that the elevators were being repaired. The elevator work is now completed, and the work on the stairs will be able to start in the spring of 2022. The current contract expired on August 30, 2021, with two, 90 day time extensions, extending the contract until February 28, 2022. The contract will need to be extended until October 31, 2022.

Funding Source

This project is funded through Federal and local funding sources.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance from February 28, 2022 to October 31, 2022.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH THE HARLAN GROUP FOR
CONSTRUCTION SERVICES FOR THE
EAST RIVERFRONT STAIR REPLACEMENT PROJECT**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. § 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50.010, Section G.2., requires the Board of Commissioners to approve contract extensions beyond 180 days; and

Whereas, Bi-State Development (BSD) issued Solicitation 21-SB-170968-DGR, requesting bids from qualified firms to provide the required services, and following standard BSD procurement procedures, the contract was awarded to The Harlan Company, for the construction/rehabilitation of the stairs at the MetroLink East Riverfront Station; and

Whereas, the contractor has performed investigative and design work; however, the contractor has been delayed due to ongoing maintenance work on the elevators at East Riverfront; and

Whereas, in order to maintain passenger access to the platform, Metro has preferred not to have the stairs under construction at the same time that the elevators were being repaired; and

Whereas, the elevator work is now completed, and the work on the stairs will be able to start in the spring of 2022; and

Whereas, the current contract expired on August 30, 2021, with two, 90 day time extensions, extending the contract until February 28, 2022, and the contract will need to be extended until October 31, 2022; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to approve a request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance with The Harlan Group from February 28, 2022 to October 31, 2022, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Modification of the Contract. The Board of Commissioners hereby approves a request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance with The Harlan Group from February 28, 2022 to October 31, 2022, under and pursuant to

this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and The Harlan Group.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Contract.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Sole Source Contract Authorization – Replacement of MetroLink SCADA System**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President, Administration; Darren Curry, Assistant Executive Director for Transit Assets

Objective:

To present to the Board of Commissioners, for approval, a request for authorization to negotiate and enter into a sole source contract with Collins Aerospace to replace Bi-State Development's (BSD) existing supervisory control and data acquisition (SCADA) system for the MetroLink light rail system

Background:

The Supervisory Control Automated and Data Acquisition (SCADA) System is St. Louis MetroLink's Centralized Train Control (CTC) system. Collins Aerospace is the Original Equipment Manufacturer (OEM) of the Advanced Information Management (AIM) environment and its sole distributor.

The SCADA system interfaces directly with the Public Address / Customer Information System (PA/CIS) in the AIM environment, forming a single unique capability for Operation Control Center (OCC) personnel to ensure smooth operation of St. Louis MetroLink. AIM SCADA interfaces directly with remote terminal units (RTUs) that collect information from signal houses, substations, and communication rooms located along with the MetroLink Right-of-Way (ROW). The AIM SCADA System monitors, controls, records, and graphically displays the status of field devices and error logging for several safety-critical functions:

- Door access/ physical security monitoring
- Fire alarm monitoring
- Control and monitoring of MetroLink signaling systems and grade crossing gates
- Monitor and control Overhead Catenary System power distribution and sources
- Monitor station power distribution, sources, generators, and station power loss logging
- Monitor the environmental conditions of critical infrastructure
- Control and monitor tunnel ventilation control system, and fire standpipes
- Live vehicle location integration to the PA/CIS for audio and visual station arrival messaging
- Playback and data logging for incident management, training, and internal/external audits
- Geographically-specific contact information for law enforcement
- Light rail vehicle yard management and virtual train consist building tool
- Radio tower fire and intrusion monitoring

The existing MetroLink SCADA system is at the end of its useful life. The current system is functional, but due to its age and changes in technology, our current SCADA system cannot be expanded to accommodate the necessary signals and data requirements for the Mid-America Airport Light Rail Extension (MAA) in St. Clair County. Replacing the SCADA system is now an immediate need, to allow for the construction of this project, and will be key to continuation of safe light rail operation in the future.

Our current AIM SCADA system was developed by Aeronautical Radio, Inc. (ARINC), which began operating as Collins Aerospace in November 2018. The AIM environment is composed of both AIM SCADA and AIM Public Announcement/Customer Information System (PA/CIS), two separate systems that interface to form a single unique system. Bi-State Development recently engaged Collins Aerospace to upgrade our PA/CIS system, which provides real-time vehicle location information to our customers. The confidential details of this interface between AIM SCADA and AIM PA/CIS are the intellectual property of Collins Aerospace.

In consultation with HNTB, BSD staff developed a program for the replacement of our SCADA system, inclusive of first:

- CTC Upgrade for the AIM SCADA system, including all asset programming for the new MAA alignment, six servers, and seven workstations
- RTU replacement hardware for the 43 Phase1 Spartec RTUs

Advancements in SCADA functionality and changes to our operating environment over the last 15 years present us with a unique opportunity to expand the function of our SCADA system to improve the operation, safety, and security of the MetroLink system, employees, and customers. Potential future improvements to SCADA system architecture, beyond the request presented here, could include cybersecurity upgrades to address the June 2021 SCADA Network Security Assessment findings, MetroLink schedule adherence monitoring, yard management upgrades, CCTV integration to provide more robust awareness of the MetroLink ROW, elevator/escalator system status, fare collection system monitoring, and access control integration, among other options.

Analysis:

BSD staff recommends proceeding now with the initial upgrade of the SCADA system, which will support critical safety features discussed herein, and the buildout of MAA. Future improvements could be contemplated at a later date. To award the replacement of our SCADA system to a contractor other than Collins Aerospace would produce multiple issues involving intellectual property, duplication of costs, and significant delays in implementation of the Mid-America Airport light rail extension. A second option of creating a separate SCADA system exclusively for the Mid-America Airport extension has been determined to be impractical.

Collins Aerospace is the original equipment manufacturer of the AIM environment and understands our system design and operating environment. Contracting with Collins Aerospace is required to reduce the timeline of this project to ensure it is complete before the scheduled opening of MAA.

Regulations in FTA Circular 4220.1F allow for the award of a sole source contract if certain conditions are present, including: 1) unique or innovative concepts involving confidential details; 2) patents or restricted data rights; 3) substantial duplication of costs that are not expected to be recovered through competition; and 4) unacceptable delay if another contractor would be hired to produce highly specialized equipment.

Team members from our Transit Assets, Engineering and Procurement staff have discussed and agree that the proposed utilization of Collins Aerospace for replacement of our SCADA system is appropriate for all of these reasons.

Funding:

The cost of the SCADA system replacement, based on an estimate provided by Collins Aerospace, is projected to be \$4,560,998, which includes an approximate 20% contingency. Funding for this project will be from Section 5307 and Section 5337 federal grants, as well as local funds. If a contract for SCADA system replacement were awarded to Collins Aerospace, staff estimates the initial SCADA system upgrade could be accomplished in fourth quarter of 2024.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to allow BSD to issue a sole source contract not to exceed **\$4,560,998**, to Collins Aerospace to upgrade the existing MetroLink AIM SCADA CTC system and Phase-1 Spartec RTUs.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO COLLINS AEROSPACE TO UPGRADE THE EXISTING
METROLINK SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"/ "BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Board Policy Chapter 50, §50.010 (E)(1)(b), require Board approval of all Non-competitive ("sole source or single bid") Procurements exceeding \$100,000; and

Whereas, funding is provided through Section 5307 and Section 5337 federal grants, as well as local funds; and

Whereas, the Supervisory Control Automated and Data Acquisition (SCADA) System is St. Louis MetroLink's Centralized Train Control (CTC) system; and

Whereas, Collins Aerospace is the Original Equipment Manufacturer (OEM) of the Advanced Information Management (AIM) environment and its sole distributor; and

Whereas, the existing MetroLink SCADA system is at the end of its useful life, and although the current system is functional, due to its age and changes in technology, the current SCADA system cannot be expanded to accommodate the necessary signals and data requirements for the Mid-America Airport Light Rail Extension (MAA) in St. Clair County; and

Whereas, staff recommends proceeding now with the initial upgrade of the SCADA system, which will support critical safety features and the buildout of MAA; and

Whereas, regulations in FTA Circular 4220.1F allow for the award of a sole source contract if certain conditions are present, including: 1) unique or innovative concepts involving confidential details; 2) patents or restricted data rights; 3) substantial duplication of costs that are not expected to be recovered through competition; and 4) unacceptable delay if another contractor would be hired to produce highly specialized equipment; and

Whereas, team members from Transit Assets, Engineering and Procurement staff have discussed and agree

that the proposed utilization of Collins Aerospace for replacement of our SCADA system is appropriate for all of these reasons; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the award of a "sole source" contract, not to exceed \$4,560,998, which includes a 20% contingency, to Collins Aerospace to upgrade the existing MetroLink AIM SCADA CTC system and Phase-1 Spartec RTUs, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI- ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section I.

Section 2. Approval of the Sole Source Contract. The Board of Commissioners hereby approves the award of a "sole source" contract, not to exceed \$4,560,998, which includes a 20% contingency, to Collins Aerospace to upgrade the existing MetroLink AIM SCADA CTC system and Phase-1 Spartec RTUs, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contracts and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Collins Aerospace.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contracts.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award Bus and Van Inspection Services**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President of Administration

Objective:

To present to the Board of Commissioners, for approval, a request to authorize the President & CEO to award Contract 21-RFP-235989-KM – Bus and Van Inspection Services.

Background:

Metro is required to conduct vehicle inspections and auditing, to ensure compliance with Title 49 Part 661 - Buy America requirements. Solicitation 21-RFP-235989-KM - Bus and Van Inspection Services was issued on June 14, 2021. The request for proposals was advertised in Bi-State Development's (BSD) iSupplier Portal.

Analysis:

A total of two proposals were received from First Transit and TRC Engineering Services LLC (TRC). The proposals were forwarded to the evaluation team, composed of staff from BSD's Quality Assurance and Training department. Each firm's proposal was scored according to technical evaluation requirements, specified in the solicitation package.

Upon review and evaluation of both technical and cost proposals received, the following was determined:

- First Transit's proposal identified resources for the auditing of Title 49 Part 661 compliance, and First Transit's work history includes service as an FTA Triennial Review auditor, which reflects that agency's in-depth knowledge and understanding of FTA requirements, guidelines, and operations. Their proposal provided a list of available plant inspectors that exceeded scope requirements. First Transit also included individual assessments for each inspector, allowing Metro to select inspectors that would be best suited for our needs. In addition, the number of plant inspectors shows that the firm would be able to accommodate our requirements in the event the primary inspector is unable to fulfill his/her obligations.
- TRC's technical proposal met the minimal requirements; however, they failed to identify the difference between the plant inspector and the Buy America auditor. The proposal offered minimal information on staffing abilities, and it was unclear if resources are available if the plant inspector is no longer able to fulfill obligations. Also, TRC's cost proposal was incomplete. BSD requested clarity, and it was determined that TRC did not have a clear understanding of the contract's requirements.

The table below details the overall results, representing the consensus technical and cost scores combined. As a result, First Transit is the highest ranking firm.

Firm:	Cost	Cost Score	Technical Score	Overall Total
First Transit	\$551,338.65	N/A	140.00	140.00
TRC	Incomplete	N/A	95.00	95.00
Total Possible Points		200	300	500
Percentage of Total Points		40%	60%	100%

Funding Source:

This contract is funded 100% through operational funds.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request that the President & CEO enter into a 5-year contract to supply bus and van inspections with the highest ranking firm, First Transit, whose proposal is most advantageous to BSD, with price and other factors considered, in the not-to-exceed amount of **\$551,338.65**.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO FIRST TRANSIT FOR
BUS AND VAN INSPECTION SERVICES**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50 §50.010 (E)(1)(a), provides the Board of Commissioners to approve Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, the Agency is required to conduct vehicle inspections and auditing, to ensure compliance with Title 49 Part 661 - Buy America requirements, Solicitation 21-RFP-235989-KM - Bus and Van Inspection Services was issued on June 14, 2021; and

Whereas, in response to the solicitation, two (2) proposals were received and forwarded to the evaluation team, composed of staff from BSD’s Quality Assurance and Training department, and each firm’s proposal was scored according to technical evaluation requirements, specified in the solicitation package; and

Whereas, the overall results, representing the consensus technical and cost scores combined, deemed First Transit as the highest ranking firm; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a 5-year contract with the highest ranking firm, First Transit, to supply bus and van inspections, in the not-to-exceed amount of \$551,338.65, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Contract. The Board of Commissioners hereby authorizes the President and CEO to enter into a 5-year contract with the highest ranking firm, First Transit, to supply bus and van inspections, in the not-to-exceed amount of \$551,338.65, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and First Transit.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Contract.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award - 21-RFP-192977-TJ - Heavy Duty Transit Buses**
Disposition: Approval
Presentation: Thomas Curran – Executive Vice President of Administration

Objective:

To present to the Board of Commissioners, for approval, a request to authorize the President and CEO to award a five-year, Indefinite Delivery Indefinite Quantity (IDIQ) Contract, to the Gillig Corporation to supply Metro, low floor buses and electric buses.

Background:

Metro currently operates a total active fleet of 383 buses, with a contingency fleet of 56 in anticipation of support of special services, bus bridges, training and short-term expansion. Federal Transit Administration (FTA) guidelines for bus replacement suggest retirement at 12 years or 500,000 miles. Due to the success of our maintenance program and comprehensive vehicle replacement strategy, Metro's average life expectancy for transit buses continues to exceed the FTA's suggested retirement guidelines. Our anticipated replacement schedule is an average of 30 buses per year. At present, Metro's current fleet consists of 94% diesel and 6% battery electric powered buses.

Solicitation 21-RFP-192977-TJ – Heavy Duty Transit Buses was issued on June 21, 2021. The request for proposals was advertised in Bi-State Development's (BSD) iSupplier Portal. All FTA approved large bus manufacturers were solicited for this requirement.

Proposals were received from two manufacturers, Gillig Corporation and First Transit (New Flyer). The evaluation committee, comprised of representatives from Metro's Bus Operation and Vehicle Maintenance and Quality Control teams, viewed and scored the proposals.

Analysis:

Metro /BSD utilized the Federal Transit Administration's Best Value Source Selection methodology for the acquisition of low floor and electric transit buses. This methodology lists each technical selection criterion in the relative order of importance. Each manufacturer's proposed vehicle is then evaluated based on the ranked criteria.

The table below details the overall results representing the consensus technical and cost scores combined. As a result, Gillig is the highest-ranking firm.

Firm:	Cost	Cost Score	Consensus Technical Score	Overall Total
Gillig	\$122,197,743.74	175.00	310.00	485.00
First Transit (New Flyer)	\$119,868,984.62	171.66	150.00	321.66
Total Possible Points		175	325	500
Percentage of Total Points		20%	80%	100%

Funding Source:

This contract is funded through FTA grants (Section 5307 Formula Funding and CMAQ) with Prop M and SCCTD local match participation.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request that the President & CEO enter into a 5-year, IDIQ contract to supply low floor and electric buses with the highest ranked firm, Gillig Corporation, whose proposal is most advantageous to BSD with price and other factors considered, in the not to exceed amount of **\$122,197,743.74**.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE
DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO THE GILLIG CORPORATION TO SUPPLY
METRO TRANSIT WITH LOW FLOOR BUSES AND ELECTRIC BUSES**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50 §50.010 (E)(1)(a), provides the Board of Commissioners to approve Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, Metro Transit currently operates a total active fleet of 383 buses, with a contingency fleet of 56 in anticipation of support of special services, bus bridges, training and short-term expansion; and

Whereas, anticipated replacement schedule is an average of 30 buses per year; and

Whereas, Solicitation 21-RFP-192977-TJ – Heavy Duty Transit Buses was issued on June 21, 2021; and

Whereas, in response to the solicitation, two (2) proposals were received and forwarded to the evaluation committee, comprised of representatives from Metro’s Bus Operation and Vehicle Maintenance and Quality Control teams, who viewed and scored the proposals; and

Whereas, the overall results, representing the consensus technical and cost scores combined, deemed Gillig as the highest ranking firm; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a 5-year, IDIQ contract, with the highest ranked firm, Gillig Corporation, to supply low floor and electric buses, in the not to exceed amount of \$122,197,743.74, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Contract. The Board of Commissioners hereby authorizes the President and CEO to enter into a 5-year, IDIQ contract, with the highest ranked firm, Gillig Corporation, to supply low floor and

electric buses, in the not to exceed amount of \$122,197,743.74, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the Gillig Corporation.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Contract.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Resolution #1186
Bi-State Development Agency Board of Commissioners
February 18, 2022
Award of Contract – Gillig Corporation – Low Floor and Electric Buses
Page 2

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Letter of Agreement Between Bi-State Development and The Jerry Costello Group, LLC for Consulting Services for the St. Louis Regional Freightway and Bi-State Development**
Disposition: Approval
Presentation: Mary Lamie, Executive Vice President of Multi Modal Enterprises

Objective:

To present to the Board of Commissioners (**Board**), for approval, a Letter of Agreement (**Agreement**) between BSD and The Jerry Costello Group, LLC (**Consultant**) for consulting services for the St. Louis Regional Freightway (**the Freightway**) and Bi-State Development (**BSD**), with terms in effect beginning April 1, 2022, through March 31, 2024.

Background:

The Consultant entered into an initial Letter of Agreement with BSD in the summer of 2015 as the Freightway was created and activities were getting underway.

Following the initial contract, the Consultant continued to work for the Freightway and BSD under three additional contracts. The most recent contract covered the period of April 1, 2020 through March 31, 2022. On April 1, 2019, this contract was amended, lowering the Consultant's monthly fee.

Analysis:

Consistent with the Agreement in place today, the Consultant will provide strategic advice and planning for the Freightway and BSD and work closely with the Executive Vice President of Multi Modal Enterprises and BSD Executive Staff, including the President and Chief Executive Officer. In addition to providing strategic planning and advice, the Consultant will coordinate activities between the Freightway and the U.S. Secretary of Transportation and its office, as well as with members of the U.S. Congress and other government officials in the St. Louis region.

The Consultant will also work with class I railroads in the St. Louis region to identify strategies to fund Freightway projects. Former Congressman Jerry Costello will be the lead person for the Consultant.

The proposed Agreement provides these services at the same rate of \$9,000 per month and would be in effect for twenty-four (24) months, starting on April 1, 2022, through March 31, 2024. See **Exhibit 1** attached.

Funding Source:

The funding for this contract will be split between the Freightway operating budget and BSD Executive Services. Each cost center will contribute 50% of the total contract amount and of each invoice submitted by the Consultant.

Previous Action:

This item was recommended for approval at the January 28, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the Letter of Agreement between BSD and The Jerry Costello Group, LLC, for consulting services for the Freightway and BSD, with terms in effect for a twenty-four (24) month period of April 1, 2022, through March 31, 2024.

Attachments:

Exhibit 1: Draft Letter of Agreement with The Jerry Costello Group, LLC



THE JERRY COSTELLO GROUP, LLC

Jerry F. Costello

Member of Congress
1988 – 2013

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Client"), and The Jerry Costello Group, LLC ("Consultant") defines the terms of their relationship.

Client retains Consultant to advise Client and work with other parties as necessary to promote the Client's goals, interests and objectives regarding both Bi-State Development and the St. Louis Regional Freightway. Client will keep Consultant fully apprised of the current issues and objectives of the Client.

Client and Consultant agree that Jerry F. Costello will be primarily responsible for the performance of the services referred to in this Agreement, however, as needed, Consultant is allowed to retain third party consultants to provide assistance in performing the Agreement, at no cost to the Client, unless agreed upon by the Client.

Consultant will devote time and resources necessary in performing the services described in this Agreement. Consultant shall have full discretion in selecting the dates and times necessary to complete the terms of the agreement giving due regard to the needs of the Client.

The term of this amended agreement shall commence on April 1, 2022 and continue through March 31, 2024.

Client agrees to pay Consultant a monthly fee of \$9,000. Monthly fees will be paid on the 1st business day of each month, starting on April 1, 2022. A monthly invoice will be mailed to the Client. The client agrees to pay Consultant any reasonable expenses the Consultant deems necessary in accomplishing the terms of this Agreement. Such expenses shall be documented and submitted to the Client for reimbursement within 60 days after the expenses were incurred. The Client shall reimburse the Consultant within 30 days of the date the request for reimbursement is received by the Client. Total expenses shall not exceed \$1000 in any month unless expressly permitted by the Client in advance.

This agreement is not a contract of employment. Consultant is an independent contractor of the Client and shall have no authority to obligate the Client. Consultant shall have the exclusive right to determine the method, manner and means by which it will perform the Agreement.

Date: _____

Taulby Roach
Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
211 N. Broadway, Suite 700
St. Louis, MO 63102

Date: _____

Jerry F. Costello
The Jerry Costello Group, LLC
138 Lincoln Place Court
Suite 101
Belleville, IL 62221
thejerrycostellogroup@gmail.com
618-234-6701 – office
618-971-6200 - cell

The Jerry Costello Group – Accomplishments

January 28, 2022

Multimodal Enterprises:

- Facilitated meetings and ongoing communications between The Freightway, elected leaders and lobbyists involved with the development of the federal infrastructure bill for project recommendations and information that supported critical regional infrastructure projects, including I-270 improvements in Missouri and Illinois, the relocation of Illinois Route 3 in East St. Louis and Cahokia Heights, and enhancements to I-70 – the bi-state area's most important interstate freight corridor.
- Engaged Class I railroads to gather research, data and other critical information for site selection inquiries requiring rail accessible sites.
- Provided coordination with local, state and federal elected leaders and IDOT for St. Louis Downtown Airport infrastructure improvements. Currently assisting with the Taxiway Bravo ramp relocation project and roadway reconstruction within the airport premises. Also helped to secure the State of Illinois' commitment of the recently announced \$5 million engine run-up project at the St. Louis Downtown Airport, generating consensus and support for the project by sharing information on project scope and community benefits. This project is scheduled for construction late summer 2022.
- Was instrumental with scheduling meetings, communication and actively attending meetings with senior members of the U.S. Congress, advocating for critical improvements to I-270 from I-170 in Missouri to IL 157 in Illinois. Through these ongoing efforts, over the last three years the bi-state region has secured over \$600 mil for this corridor. Continues to help build awareness and provide strategic planning for the remaining unfunded sections in both Missouri and Illinois with senior members of Congress, the federal administration, and state officials.

Bi-State Development

- Instrumental with ensuring inclusion of Metro Transit in federal stimulus funds from the following funding sources:
 - Coronavirus Aid, Relief, and Economic Security (CARES) Act.
 - American Rescue Plan Act (ARPA)
 - Coronavirus Response and Relief Supplement Appropriations Act (CRRSAA)

- Continues to advocate and provide strategic planning for the coalition of the Northside-Southside Corridor.
- Worked with federal and state officials on the extension of MetroLink to MidAmerica Airport in Illinois. The project was awarded a \$96 million grant from the State of Illinois, and construction is slated to begin in fall 2022.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SOLE SOURCE AGREEMENT WITH THE
JERRY COSTELLO GROUP LLC FOR CONSULTING SERVICES**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/“BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Board Policy Chapter 50, §50.010 (E)(1)(b), requires Board approval of all Non-competitive (“sole source or single bid”) Negotiation Procurements exceeding \$100,000; and

Whereas, BSD entered into an initial Letter of Agreement with the Consultant in the summer of 2015, and following the initial contract, the Consultant continued to work for the Freightway and BSD under three additional contracts, with the most recent contract period of April 1, 2020 through March 31, 2022;

Whereas, consistent with the current Agreement, the Consultant will provide strategic advice and planning for the Freightway and BSD and work closely with the Executive Vice President of Multi Modal Enterprises and BSD Executive Staff, including the President and Chief Executive Officer; and

Whereas, in addition to providing strategic planning and advice, the Consultant will coordinate activities between the Freightway and the U.S. Secretary of Transportation and its office, as well as with members of the U.S. Congress and other government officials in the St. Louis region; and

Whereas, the Consultant will also work with Class I railroads in the St. Louis region to identify strategies to fund Freightway projects, and former Congressman Jerry Costello will be the lead person for the Consultant; and

Whereas, the proposed Agreement provides these services at the current rate of \$9,000 per month and would be in effect for twenty-four (24) months, starting on April 1, 2022, through March 31, 2024; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a sole source Agreement between BSD and The Jerry Costello Group, LLC for consulting services for the Freightway and BSD, with terms in effect for a twenty-four (24) month period of April 1, 2022, through March 31, 2024, in an amount not to exceed \$9,000 per month, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Sole Source Agreement. The Board of Commissioners hereby approves a sole source Agreement between BSD and The Jerry Costello Group, LLC for consulting services for the Freightway and BSD, with terms in effect for a twenty-four (24) month period of April 1, 2022, through March 31, 2024, in an amount not to exceed \$9,000 per month, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to negotiate, execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO is hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the Jerry Costello Group, LLC.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution and the Contract.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Contract.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Contract.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Intergovernmental Agreement between BSD and Regional Justice Information Services (REJIS)**
Disposition: Approval
Presentation: Tom Curran, Executive Vice President for Administration

Objective:

To present to the Board of Commissioners, for approval, an Intergovernmental Agreement between Bi-State Development (**BSD**) and REJIS for Data Center and Infrastructure Support Services.

Background:

The REJIS Commission is a government entity, created to provide information technology products and services to criminal justice and government agencies. REJIS was founded in 1974, under a cooperative agreement between St. Louis City and St Louis County. In 2011, BSD sought and gained approval to enter into an intergovernmental agreement with REJIS, to provide a range of IT services to support BSD. Those services included use of their Tier 2 rated data center and access to technology support resources, primarily in the IT infrastructure area that includes network, server, and desktop support. The agreement was reaffirmed in 2016. The partnership has been effective, allowing BSD to relocate our server equipment to the highly rated REJIS facility and to provide ongoing staffing support for BSD Information Technology. REJIS has supplemented BSD Information Technology staff with qualified on-site personnel that support our help desk, desktop services, cyber security, and servers/network. The on-site personnel work to BSD standards and processes. Tasks and assignments are monitored and controlled by BSD's Chief Information Officer and our Director of IT Infrastructure.

The renewed agreement from 2016 was for a period of three years, with two additional optional years. BSD elected to continue with both option years, plus a six-month extension while a new agreement was being negotiated. On December 31, 2021, we reached the end of the final option year, and we are now operating in the extension period.

Analysis:

The agreement between BSD and REJIS has been effective, and both parties wish to continue the relationship. Benefits of the relationship for BSD are outlined below:

Data Center:

- Our primary data center is now the REJIS Tier 2 data center facility. This provides us with a well-protected and reliable facility to run our applications and store our data. We have established primary and backup fiber routes from the data center to our network. This provides substantial robustness and insurance against loss of connection to our systems. Additionally, the REJIS facility is staffed 24/7/365, which would be costly for BSD to achieve independently. We only pay for the portion of the data center space we

are using. This is at a very reasonable rate of \$2,248 per month, which is much less than the cost of maintaining, insuring, powering, cooling and staffing our own facility.

Staffing Support:

- REJIS has proven to be a capable partner in providing quality resources for our BSD IT Team. Most staff that we use from REJIS is in the form of on-site staffing, working side by side with our customers and BSD team members. Many have been in place for five (5) years or more. Over time, they have grown to understand our applications and user community very well, and they provide excellent first and second line support. When there has been turnover, REJIS has shown an ability to provide good replacements in a timely manner, causing little disruption.
- Help Desk – REJIS provides our two primary help desk staff, who work directly with our customers taking questions, answering them as they can, and creating tickets for the rest.
- Desktop Services – REJIS provides our desktop staff. We typically have five to six of them, and they work to ensure our applications users are able to work effectively using their equipment, responding to tickets and resolving issues quickly. They also install and troubleshoot PCs, software, printers, and other accessories for our business users.
- Infrastructure Support – REJIS also provides on-site specialists focused on server, storage, and network. We typically have four REJIS staff supporting these areas. This staff is integrated tightly with our other BSD information technology teams. They work with our team to ensure servers and infrastructure are up, secure, and useable as needed by BSD. The team has proven to be knowledgeable, stable, and willing to work the variable hours and apply the effort required by information technology jobs.
- Cyber Security – More recently, BSD has worked with REJIS to share a Chief Information Security Liaison. This arrangement has allowed BSD, REJIS, and the Metropolitan Sewer District (MSD) to build out Cyber Security roadmaps and plans that assist in our drive to protect our systems, data, and users. This is not a role that any of the three entities typically could easily afford on their own.

Other Services:

- Our agreement also provides for access to other specialized resources at REJIS should the need arise. For example, we have utilized the REJIS Wide Area Network team to investigate issues and to design and review changes to our networks. We can also staff up for special projects if necessary with REJIS as a partner. Without the REJIS agreement, this would require contracting and paying private contractors for the work.

Financial and Other Considerations:

- Because of the nature of the Intergovernmental Agreement, REJIS is able to provide us resources at a rate that covers their salary and benefits costs for assigned REJIS employees, plus minor administration fees. The rate we pay REJIS for staff resources is extremely close to the hourly cost we would pay for actual BSD employees with benefits. In the past, budgeting for this agreement was done by using personnel placeholders for each position filled. This generally was very accurate. In more recent years we have taken to budgeting the contract as consulting, just to identify the cost more clearly.
- This agreement benefits us by removing the burden of trying to recruit and hire talented IT personnel in these REJIS support areas and by providing options for specialized and flexible staffing that would be difficult to achieve with actual BSD employee positions.
- The new agreement has been modified in select ways from the previous. The primary purpose of the changes are to reflect the mature state of our partnership. Rates for staffing and the data center have been updated to reflect more current costs. The agreement also now reflects the shared Cyber Security resource. REJIS has implemented a time and half pay rate for overtime to reflect what they are being required to pay. It reflects on-site staffing that varies between 10 and 14 total, as our needs change. The agreement maintains our right to access more specialized REJIS resources and staff up or down for special needs or changes to our circumstances.
- Annual Spend for this agreement is based on data center charges, expenses, and staffing charges. Based on our historical hours for staffing, we calculate the following:

Data Center charges:	\$27,000	Annually
Staffing charges with overtime:	\$1,100,000 to \$1,740,000	Annually

* staffing range calculated with staff of 10 to 14 depending on need.

Total Estimated Annual Spend: \$1,127,000 to \$1,767,000 Annually

Under the previous agreement our average spend over the last 3 years with a REJIS staff of 14 was: \$1,519,000

The agreement presented is for a base period of 36 months; 2022 to 2025, and four additional optional renewal periods: 2026 through 2029.

Previous Action:

This item was recommended for approval at the January 28, 2022, Audit, Finance and Administration Committee meeting.

Board Action Requested:

The Audit, Finance and Administration Committee recommends that the Board of Commissioners approve the Intergovernmental Agreement between BSD and REJIS for Information Technology Services, to be effective February 2022.

Funding Source:

Funding is provided through the annual Bi-State Development Operating Budget.

Attachment:

1. Intergovernmental Agreement between BSD and REJIS for IT services.



INTERGOVERNMENTAL MASTER AGREEMENT

Between

**The Bi-State Development Agency of the Missouri
– Illinois Metropolitan District (Bi-State)**

and

The REJIS Commission (REJIS)

This information shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offer, or as a result of or in connection with the submission of this information, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information in the data if it is obtained from another source without restriction or contained in the proposal in its entirety.

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This Intergovernmental Master Agreement (the "IMA" or "Agreement"), dated this _____ day of _____, 2022 (the "Effective Date"), by and between The Bi-State Development Agency of the Missouri – Illinois Metropolitan District (hereinafter "Bi-State") and the Regional Justice Information Service Commission (hereinafter "REJIS").

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I - Definitions of Terms

1.1 Definitions of terms used in the Intergovernmental Master Agreement (IMA). The following terms shall have the defined meanings and described functions for the purpose of this Agreement:

Base Intergovernmental Agreement Period - a three (3) year period beginning with the Effective Date.

Business Process Owner - A Bi-State senior-level manager, usually in a department with line responsibility, who has the budget and decision making responsibility for a Bi-State business process and its related computer application(s). Bi-State and REJIS hereby acknowledge and agree that the Bi-State Chief Information Officer (CIO) (as defined below) is Bi-State's business process owner of enterprise information technology infrastructure and systems, and of enterprise information technology processes and their related computer applications.

CASE - A means by which REJIS tracks calls for support from a customer or tracks events that Bi-State has requested REJIS to monitor.

Deliverable - Services or product output to be provided to Bi-State as specified in the Service Exhibit(s).

Bi-State Chief Information Officer (CIO) - The CIO/Manager of Bi-State's Information Technology (IT) function, or such person(s) designated by senior Bi-State officials to perform the functions designated in this Agreement.

Executive Director - The Executive Director of REJIS.

Executive of Interest - The Bi-State Chief Executive Officer (CEO).

Full Time Equivalent (FTE) - Approximately 1,040 hours for Interns and 1,680 hours for other staff per year for this IMA.

Non-Reoccurring Cost (NRC) - Cost that occur one time.

Monthly Reoccurring Cost (MRC) - Cost that reoccur monthly.

Bi-State Working Days - Monday through Friday excluding Bi-State and REJIS specified holidays.

REJIS CIO - The Chief Information Officer for REJIS.

REJIS Service Portfolio – Listing of additional REJIS Service offerings that can be utilized by Bi-State – See Attachment One - REJIS Service Portfolio for a brief overview.

REJIS Escalation Process - REJIS process for escalation for support – See Attachment Two - REJIS Escalation Process.

Renewal Option Periods – Four one (1) year increments commencing on the anniversary of the Effective Date.

Service Exhibits (SE) – Categories of services to be provided by REJIS to Bi-State pursuant to the terms, covenants and conditions of this Agreement and which are attached hereto and incorporated herein by reference as if fully set out herein.

Service Level Agreement (SLA) - Agreements between REJIS and Bi-State setting service provider and recipient expectations, responsibilities and roles; describes the products or services to be delivered; identifies contacts for problems; and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, communicated, changed and controlled.

Shared Services - are defined as a set of common, centralized services that are provided to Bi-State as an enterprise to be shared among Bi-State departments and users. Shared services exist when the same services are needed and can be shared by multiple departments/units. They replace services previously provided by Bi-State staff. These services are mostly, but not exclusively, infrastructure and end-user support related and are an element of Bi-State's IT sourcing strategy.

Article II - Agreement Term

2.1 Term. The term of this Agreement shall be for one (1) base period of thirty-sixty (36) months beginning with the Effective Date. There will be four one (1) year Renewal Option Periods thereafter beginning on the anniversary of the Effective Date.

2.2 Renewal Options. This Agreement will be renewed automatically for up to four (1) one-year additional terms as outlined above, unless either party delivers to the other party a written notice of non-renewal at least ninety (90) days prior to the commencement of the next renewal period. The parties will negotiate any modifications to the terms of this Agreement to be effective for any renewal period and shall execute a written amendment to reflect any such modified terms.

2.3 Funding Out. Notwithstanding anything else to the contrary in this Agreement, the obligations of Bi-State under this Agreement shall cease immediately and without penalty, requirement for written notice or further payment being obligatory (aside from those owing for services already provided pursuant to this Agreement) if Bi-State does not for any reason appropriate funds for this Agreement or any of its renewals. In the event of such non-appropriation of funds, Bi-State represents, warrants and agrees that Bi-State shall not thereafter contract with any other entity for the provision of the services to be performed by REJIS pursuant to this Agreement, for such time as shall remain during the budget year not funded; provided, however, that this restriction shall not prevent Bi-State from performing such services in-house.

2.4 Termination

2.4.1 Termination for cause. Except for the provision of subsection 2.4.4 of this Article, termination for failure of either party to comply with any of the provisions of this

Agreement ("for cause") shall occur upon ninety (90) days' notice in writing to the other party. Termination for cause may occur only after the party on notice has used its best efforts to cure any defaults and has within said ninety (90) days been unable to correct the default to the satisfaction of the other party. Among other circumstances, by way of example and not limitation, Bi-State has the right, for good cause, to terminate this Agreement in its entirety or to terminate REJIS' right to perform a specific service required by this Agreement for a material:

2.4.1.1 failure by REJIS to comply with Bi-State policies that are in effect and of which REJIS has notice ninety (90) days in advance of the effective date. REJIS and Bi-State hereby acknowledge and agree that changes and modifications to Bi-State policies may be made at the sole discretion of Bi-State. REJIS and Bi-State further acknowledge and agree that such changes and modifications may result in a change in services provided to Bi-State by REJIS pursuant to the terms of this Agreement and may result in additional or increased costs and/or expenses to REJIS. REJIS and Bi-State hereby acknowledge and agree that if the additional or modified policies place a substantial cost burden on REJIS, the parties will negotiate a solution that either extends the time before REJIS will be bound to comply, or will compensate REJIS for the cost incurred to comply with the additional or modified policies. If such changes reduce the costs and/or expenses for REJIS, then the parties will negotiate a reduction in costs to Bi-State under this Agreement. REJIS shall provide an estimate and basis of the costs that will be incurred for Bi-State's review at no charge; or

2.4.1.2 failure by REJIS to attain three (3) or more service levels as defined in the SLA(s) for two (2) consecutive quarterly reporting periods; or

2.4.1.3 intentional misstatement by REJIS of financial conditions, billing or costs under this Agreement; or

2.4.1.4 failure by REJIS to keep relevant and critical software at the vendor required levels of support that Bi-State has contracted with REJIS for support. Bi-State will direct the timing of system upgrades and patches, if applicable.

2.4.2 Procedure upon notice of intent to terminate for cause. The party in receipt of a notice of intent to terminate for cause shall acknowledge receipt of said notice in writing within five (5) working days. The party in receipt of notice shall address the cause(s) for termination in writing prior to the expiration of the ninety (90) day cure period or such additional time as may be provided in the notice or as mutually agreed upon by Bi-State and REJIS.

2.4.3 Termination for Convenience. Consistent with the terms of this Agreement, Bi-State may terminate REJIS' rights and obligations to perform services under this Agreement and/or in any or all SEs without cause on one hundred eighty (180) days written notice, provided that said termination is consistent with the terms of this Agreement and as applicable the specific SE describing the services to be terminated; and that such termination shall not occur within the first twelve (12) months of the Effective Date of this IMA.

Bi-State will provide advanced notification of termination without cause SE services no later than ninety (90) days prior to the termination date. If such termination is requested by Bi-State for any SE, Bi-State will compensate REJIS for any amounts, fees, charges, damages, costs, expenses or penalties accrued as of the termination date to vendors by REJIS as a result of the discontinuance, termination or early cancellation of agreements,

licenses, contracts, and/or leases for software, hardware, or services that were required to provide or support the services provided to Bi-State pursuant to the terms of the terminated SE.

2.4.4 Termination for non-performance of functions imposed by reason of need to comply with statutory obligations. It is acknowledged and agreed that some services to be provided by REJIS under this Agreement are of the utmost importance because of Bi-State's obligations to comply with statutory or regulatory obligations. For willful, negligent, or consistent failure of REJIS to perform such statutory services, Bi-State may cancel or terminate this Agreement upon thirty (30) days prior written notice. The provisions of Article II subsection 2.4.2 of this Agreement do not apply to cancellation pursuant to this subsection of this Agreement.

2.4.5 Termination for non-payment. REJIS may declare a termination for cause in the event Bi-State fails to pay for services provided by REJIS pursuant to the terms, covenants and conditions of this Agreement. Any declaration of termination for non-payment will follow the procedure set out in Article II, subsection 2.4.1 and 2.4.2 of this Agreement.

2.4.6 Termination Assistance. Both parties acknowledge the critical nature of the services being provided under the Agreement and agree that any termination will require an orderly process and cooperative environment. The wellbeing of both organizations requires that any extraordinary expense associated with termination must be acknowledged by both parties with mutual agreement on any financial liability to assure an orderly transition. REJIS will provide the required services to ensure an orderly transition. Bi-State will compensate REJIS for any expenses approved by Bi-State in advance beyond the normal categories of services as set out in the Agreement and will provide the structure and facilities for transition.

Article III - Scope & Identification of Services

3.1 General Scope. It is the intent of the parties that REJIS perform services for Bi-State as set out in the Service Exhibits and perform Bi-State services in accordance with the terms, covenants and conditions of the Service Exhibits which are attached hereto and incorporated herein by reference as if fully set out herein. Services provided by REJIS shall meet agreed to service levels. Additionally, any/all of Bi-State's existing software, hardware and maintenance contracts will remain in effect and continue to be Bi-State's responsibility until the expiration date of such contracts. Bi-State will provide for any/all hardware/software refreshes based upon industry standard practices. If Bi-State determines that hardware/software refresh actions should be extended and those actions are proven to have a material adverse impact on REJIS' ability to meet SLA requirements, REJIS shall not be accountable for those actions and subsequent implications. However, REJIS shall make its best effort to ensure hardware/software availability and operability regardless of refresh actions that Bi-State may or may not take.

3.2 Additional Services. REJIS, at the request of Bi-State, may provide additional services beyond the scope of services to be provided pursuant to the terms, covenants and conditions of this Agreement ("Additional Services"). REJIS shall provide Bi-State with a written estimate of the charges for any such Additional Services, and Bi-State and REJIS shall execute a written Service Exhibit agreement detailing such Additional Services prior to Bi-State awarding any Additional Services to REJIS. Bi-State may put any Additional Services out to bid to third parties.

REJIS shall not bill Bi-State, without prior approval by the Bi-State CIO for any time or expense related to the marketing, researching, or evaluating of new or expanded services or technologies. Any training of REJIS personnel to support new technologies solely used by Bi-State will require prior approval from REJIS and Bi-State, who will reimburse REJIS for specified training. Any Training or event deemed necessary by REJIS for staff, but not specifically for Bi-State benefit, will be paid by REJIS and no labor charges will be billed to Bi-State for REJIS personnel attending.

REJIS may execute additional agreements with Bi-State for specific additional work or services outside the scope of this Agreement. The Bi-State CIO shall approve this type of work and subsequent billing of the same. However, if Bi-State needs, or requests, requirements analysis support, that would be on a reimbursable basis.

REJIS shall not bill Bi-State, without prior approval by the Bi-State CIO or the Bi-State Department being charged any time or expense for responding to Bi-State bids, RFPs or RFIs. However, if Bi-State needs, or requests, requirements analysis support, that would be on a reimbursable basis.

3.3 Services Portfolio. REJIS shall maintain a current list of services that it provides and has experience in and for which it maintains current competence/skills. REJIS shall provide Bi-State with such a list upon receipt of a written request from the Bi-State CIO within ten (10) Working Days of REJIS' receipt of such a request.

3.4 Ownership.

3.4.1 Asset & Facilities Ownership - REJIS will send Bi-State any revisions to Bi-State specific circuit configurations or asset management/inventory information within ten (10) Working Days (or such longer period as mutually agreed upon) of the change going into effect/production that impacts Bi-State operations. Information will be sent to the Bi-State CIO. If created electronically, the files will also be sent or made available to Bi-State.

3.4.2 Data Ownership / Intellectual Property - Data/Information Ownership. All information, data, and publications created specifically for and paid for by Bi-State or as a result of the work identified in Article III of this Agreement is the property of Bi-State unless (i) otherwise noted, (ii) copyright protected, or (iii) otherwise defined or agreed to by both parties to this Agreement.

Custom Software Ownership. If, however, custom coded software is developed by REJIS, the following statement applies. As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed custom coded software and make it available to any/all regional government entity (entities) that can utilize the capability. REJIS retains title and all copyrights, trade secrets, and intellectual property rights to the custom coded software as long as REJIS does not disclose any Bi-State confidential or proprietary information to any third party; and provided that Bi-State is granted a perpetual, worldwide, non-exclusive, royalty free license to use such custom coded software for its internal business purposes. Bi-State agrees that the custom coded software will not be disclosed, given, sold to, or used by another party without the approval of REJIS or as otherwise required by law.

3.6 Place of Performance. REJIS will provide Bi-State services from Bi-State facilities which are their typical work location unless otherwise noted within a SE.

Article IV - Pricing and Payment

4.1 Fees and Pricing. REJIS' fees, rates, and other charges for services provided pursuant to the terms, covenants and conditions of this Agreement shall be those fees, rates and charges set out in the Service Exhibits to this Agreement.

4.2 Travel Reimbursement. Due to the geographical dispersion of Bi-State activities and the need to work Bi-State support, which cannot be resolved over the telephone; local travel reimbursement will be required. REJIS personnel will track all local travel not utilizing a Bi-State vehicle (provided that local travel shall not include travel to and from an individual's residence to the work-site) to work network/desktop problems and that travel will be tabulated monthly and submitted via an invoice for reimbursement. The amount invoiced will be based upon the Internal Revenue Service travel/mileage rate plus any parking costs incurred.

4.3 Method of Payment. Bi-State shall pay REJIS all service fees, rates, and charges for usage pursuant to the Service Exhibits for any Agreement year. REJIS will invoice Bi-State monthly for mutually agreed to services that are recurring. REJIS will generate a monthly invoice for agreed to services. Bi-State shall pay invoices no later than thirty (30) days from the date of its receipt of the invoice. REJIS does not accept credit card payments without prior approval.

4.4 Pass Through Charges. From time to time, at the request of and with the prior approval of the Bi-State CIO and consistent with applicable Bi-State policies, REJIS may purchase from third party vendors various items or services for Bi-State to be used by Bi-State which are beyond the scope of services to be provided Bi-State as set out in the Service Exhibits. Such purchases or expenditures by REJIS will be reimbursed by Bi-State to REJIS at the cost of the item or service plus up to a ten (10%) administration fee and which shall become due and payable from Bi-State within thirty (30) days of Bi-State's receipt of billing by REJIS with no offsets. REJIS may not be able to purchase all pass-through charges on behalf of Bi-State due to the cash outlay required. In such cases, REJIS may require Bi-State to pay for any needed items or services prior to REJIS performing work related to said items or services.

4.5 Hourly Billings. Except as otherwise provided for herein, REJIS shall bill Bi-State all hourly rates in fifteen (15) minute (1/4 of an hour) increments.

4.6 Contingent Obligations. Bi-State's financial obligations under this Agreement that are payable after the then-current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, the Agreement will become null and void, without penalty to Bi-State. However, nothing in this paragraph shall relieve Bi-State of its responsibility to pay for services provided up to the time of termination.

Article V - Law and Venue

This Agreement is made and entered into in the City of St. Louis, Missouri, and the laws of the State of Missouri shall govern the construction of this Agreement or any action or causes of action arising out of this Agreement. Venue of any action arising out of this Agreement shall only be in the state and federal courts in the County or City of St. Louis, Missouri.

Article VI - Audit

During the term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, Bi-State retains the right to audit the services provided by

REJIS and the associated charges for purposes of compliance with the terms of this Agreement, adherence to security measures and controls and in accordance with the terms of the Service Exhibits, upon reasonable notice to REJIS, at Bi-State's discretion and expense. Bi-State personnel may inspect and/or tour the REJIS facilities at the discretion of the Bi-State CIO and with advanced approval of the REJIS Executive Director (which approval will not be unreasonably withheld), and review all relevant books and records, as long as such inspections are not disruptive to REJIS' operations. In the event that the results of such audit establish that REJIS has overcharged Bi-State, REJIS will refund such overcharge within thirty (30) days of notice from Bi-State. REJIS agrees to promptly address any other issues disclosed by the audit results. If such "other issues" exceed the scope of services contemplated by this Agreement or materially increase REJIS' cost, REJIS may request that the fees, rates and charges under the Agreement be revised to include any additional costs, which must be approved in writing by the Bi-State CIO. In the event Bi-State does not agree to pay REJIS for said increased costs, REJIS shall not be obligated to implement or perform such recommendations or practices, pursuant to the terms, covenants and conditions of this Agreement.

Article VII - Notice

Any notice, request, or other communication to be given hereunder shall be in writing; and shall be delivered personally, or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid or shall be sent by other similar form of rapid transmission confirmed by the mailing (by first class or express mail or overnight commercial delivery service, postage and charges prepaid) of written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. Notice shall be deemed received at actual receipt. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to REJIS:
REJIS
Executive Director

4255 West Pine Boulevard
St. Louis, Missouri 63108

If to Bi-State:
The Bi-State Development Agency of the Missouri –
Illinois Metropolitan District
c/o Chief Information Officer (CIO)
211 North Broadway – Suite 700
St Louis, Missouri 63102

With copies to:
Richard Reiniger
Director, IT Infrastructure
The Bi-State Development Agency of the Missouri –
Illinois Metropolitan District
211 North Broadway – Suite 700
St. Louis, Missouri 63102

Barbara Enneking
General Counsel
The Bi-State Development Agency of the Missouri –
Illinois Metropolitan District
211 North Broadway – Suite 700
St. Louis, Missouri 63102

Article VIII - Conflict of Interest

REJIS represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Agreement upon an agreement or understanding for a gratuity, commission, percentage, brokerage or contingent fee in any form, to any person excepting bona fide employees of REJIS, or bona fide established commercial or sales agency. For breach or violation of this representation and warranty, Bi-State may, by written notice to REJIS, terminate the right of REJIS to proceed under this Agreement or be entitled to pursue the same remedies against REJIS as it could pursue in the event of a breach. The rights and remedies of Bi-State, as provided in this Paragraph, shall not be exclusive and are in addition to any other rights and remedies under this Agreement or provided by law.

Article IX - Employees

Except as otherwise provided for herein, REJIS and Bi-State agree they will not actively solicit for employment nor employ each other's personnel or employees without written permission during the term of this Agreement and for ninety (90) days after the termination of this Agreement. In the event that REJIS or Bi-State chooses to employ an individual who within the preceding ninety (90) days was employed by the other party as a full-time employee, both REJIS and Bi-State hereby agree to pay an amount equal to three (3) months base salary to the other party, unless otherwise mutually agreed in writing. The base salary will be computed on the employee's salary as of the time of departure from either REJIS or Bi-State.

Article X - Non-discrimination

During the performance of this Agreement, REJIS shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, disability, veteran status, age or sex. REJIS shall comply with this policy which must prevail throughout every aspect of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, discipline, transfer, termination or other terms, conditions or privileges of employment. In the event of REJIS' non-compliance with the provisions of this Paragraph, REJIS will take corrective action to remedy any non-compliant area. If REJIS does not provide a remedy within ninety (90) days this Agreement may be canceled, terminated or suspended in whole or in part and REJIS may be declared ineligible for further Bi-State contracts/agreements. The rights and remedies of Bi-State provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Agreement or as provided by law.

Article XI - Assignment

Except as otherwise provided for herein, REJIS shall not, without the prior written consent of the Bi-State CIO, assign, transfer or otherwise dispose of this Agreement, any claim hereunder, any interest herein or any monies due or to become due hereunder.

Article XII - Compliance with Law

This Agreement is entered into subject to compliance by REJIS with all provisions of the Constitution and laws of the State of Missouri.

Article XIII - Security

REJIS will conform to Bi-State Policies that are made available to REJIS and report any violations to the Bi-State CIO. REJIS will proactively recommend and implement generally

accepted industry security processes and practices that are consistent with the scope of services, described in the Service Exhibits, with a focus on practices that are consistent with industry best practices, including any that may be recommended by Bi-State's major vendors. If such recommendations or practices exceed the scope of services contemplated by this Agreement or materially increase REJIS' cost, REJIS may request that the fees, rates and charges under the Agreement be revised to include any additional costs, which must be approved in writing by the Bi-State CIO. In the event Bi-State does not agree to pay REJIS for said increased costs, REJIS shall not be obligated to implement or perform such recommendations or practices, pursuant to the terms, covenants and conditions of this Agreement.

REJIS shall provide timely physical and logical protection for Bi-State hardware, software and data, that are under REJIS control as provided for in the scope of services in the Service Exhibits, that meet or exceed Bi-State's requirements. Examples would include policies, practices, and procedures for handling security breaches. To the extent allowed by applicable law, REJIS shall indemnify and hold Bi-State (and its officers, trustees, commissioners, directors, employees and agents) harmless from and against all liability, claims, damages and expenses (including reasonable attorneys' fees) related to damages caused to Bi-State hardware, software and data under REJIS' control.

REJIS will cooperate with any security audits conducted by Bi-State or its agent. Bi-State will cooperate with any security audits conducted by REJIS or its agent. Each party initiating such an audit shall be responsible for its own out-of-pocket expense for conducting any such audit, except, in the event the Bi-State CIO requests that REJIS participate in any Bi-State initiated audit, then REJIS shall be authorized to charge any reasonable hours expended by REJIS to Bi-State at REJIS' then prevailing rate plus any out-of-pocket expense, which shall be pre-approved by the Bi-State CIO.

Article XIV - Provision of Insurance

14.1 Insurance coverage for property assets. REJIS and Bi-State agree to provide insurance coverage (or self-insure) for damages to owned assets that are in the possession of or located at the premises of the other party. The amount of insurance coverage shall be adequate to cover the replacement of such assets. It shall be sufficient for this purpose if Bi-State is named as a Loss Payee for its interests on a policy held by REJIS covering loss of property. Bi-State will provide to REJIS a current inventory of the equipment located within the REJIS facility on an annual basis.

14.2 General Insurance Requirements. REJIS must provide satisfactory Certificates of Insurance on ISO ACORD 25 forms to Bi-State, indicating that REJIS has obtained and will continue to carry commercial general liability, workers compensation/employer's liability, business auto liability, cyber liability and professional liability as required and applicable to the Agreement.

REJIS shall carry and maintain for the life of the Agreement adequate insurance for bodily injury, personal injury and property damage with a company satisfactory to Bi-State and which is: (i) Licensed to do business in the State of Missouri (Admitted) with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company; or (ii) Not licensed in the State of Missouri (Non-admitted) with a financial strength rating of "A" or better and a financial size category of Class IX or higher per AM Best Company; or (iii) For workers compensation coverage only, organized pursuant to the Missouri Insurance Company Act (R.S.Mo §§ 287.900 to 287.920).

Bi-State and its Trustees, officers, agents and employees, shall be named as "Additional Insured(s)" for all required insurance coverage (with the exception of workers compensation coverage and professional liability) with respect to the work covered by the Agreement. The amounts of coverage required herein shall not be construed to limit the liability of REJIS under the indemnification provision of the Agreement. The limits of liability shall not be for less than the amounts listed below. The insurance carrier will be acceptable regardless of the above requirements if the insurance company furnishes a bond guarantee or policy containing a provision (commonly referred to as a "cut-thru" endorsement) giving all claimants thereunder a direct right of recovery against the company's reinsurer, provided the reinsurer meets one of the qualifications listed above.

14.3 Commercial General Liability (CGL): REJIS agrees to maintain for the duration of the Agreement commercial general liability, (CGL), and if necessary commercial general umbrella insurance with a limit of no less than \$3,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location Agreement. CGL insurance shall be written and shall cover liability arising from premises, operations, independent contractors, products - completed operations, personal injury and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. Bi-State shall be endorsed on the policy as additional insured.

14.4 Error and Omissions Liability: REJIS shall maintain in force for the duration of this Agreement errors and omissions and professional liability insurance appropriate to the REJIS' employees and consultants' profession(s) while providing services to Bi-State. Coverage as required in this Article shall apply to liability for professional error, act or omission arising out of scope of the REJIS' services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$2,000,000 per occurrence. The insurance coverage under such certificates shall be retroactive to the date of this Agreement and REJIS shall cause the same to remain in effect for period of two (2) years following the termination of this Agreement (hereinafter referred to as the Insurance Period).

14.5 Business Interruption Coverage. It is the intent of the parties that REJIS be able to provide adequate services, in accordance with the terms of this Agreement, in the event of a disaster or other occurrence, which may cause REJIS to be unable to provide services from its facilities. To this end, REJIS shall obtain sufficient insurance to ensure continuity of services from a subordinate site, that is, to cover the cost of temporary equipment and facilities that would be incurred by REJIS in the event a REJIS facility, for whatever reasons, except acts of war, acts of God, insurrection or terrorism, suffers significant property loss which renders the facility unfit for occupancy, or for any reason, other than acts of war, insurrection or terrorism, which cause an interruption in services which cannot be restored promptly. Such policy, as is obtained or held, must be approved for this purpose by the Bi-State CIO.

14.6 Workers' Compensation Insurance. REJIS shall maintain in force for the duration of this Agreement workers' compensation insurance with statutory limits and a limit of \$1,000,000 for Employer Liability and to include the following:

- \$1,000,000 Each Accident
- \$1,000,000 Coverage Limit
- \$1,000,000 Disease Each Employee.

The policy shall be endorsed with ISO form WC 00 03 01 - Alternate Employer Endorsement. The Alternate Employer Endorsement shall designate Bi-State as "alternate employer".

14.7 Cyber Insurance. REJIS shall maintain in force for the duration of the Agreement an Internet Liability policy including without limitation, unauthorized access, unauthorized use, virus transmissions, denial of service, personal injury, liability of service provider and liability of Bi-State arising out of acts of REJIS with respect to design and development of the system used to operate and maintain the service with minimum limits of \$2,000,000 per occurrence.

14.8 Certificate of Insurance. REJIS will provide to Bi-State certificates of all such insurance at the outset of this Agreement and annually (or at the renewal or change of any policy) thereafter while this Agreement is in force.

Article XV - Severability

If for any reason one or more of the terms, covenants, conditions or provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term, covenant, condition or provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable term, covenant, condition or provision never had been included in this Agreement, provided the invalidity of such term, covenant, condition or provision does not materially prejudice either REJIS or Bi-State in their respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

Article XVI - Confidentiality and Privacy

REJIS will comply with Bi-State privacy policies, including the handling of information designated "Confidential" or "Private." REJIS acknowledges that REJIS personnel may gain access to information, disclosure of which remains restricted by law, and REJIS agrees to consider any and all information involved in performance of services under this Agreement as confidential, shall be used only for purposes of this Agreement, and no such information shall be disclosed by REJIS or its agents or personnel, except as required by law. Bi-State and REJIS acknowledge that the parties may discover each other's proprietary information in connection with the performance of services performed under this Agreement and Bi-State and REJIS agree to receive this information in confidence, to use this information only for the purposes of this Agreement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party, except that REJIS and Bi-State may comply with requests for release of open records in conformity with the provisions of Missouri's Sunshine Law (Chapter 610 of the Missouri Revised Statutes, 2000, as amended from time to time), or other applicable law or order of a court of law with proper jurisdiction. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other party's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

Article XVII - Contractors

REJIS and/or Bi-State may employ independent contractors to provide information technology products and services as long as those products or services are not in conflict or in contradiction to the terms of this Agreement. REJIS, at the written request of the Bi-State CIO, will cooperate with these authorized, independent contractors and provide access and use of Bi-State physical and logical computing and network resources and facilities that are

under REJIS control as directed by the Bi-State CIO. REJIS shall ensure that all subcontractors providing services under this Agreement are approved in advance by Bi-State (which approval will not be unreasonably withheld), that all subcontractors abide by the terms and conditions of this Agreement, and that REJIS maintains liability for the acts and omissions of such subcontractors.

Article XVIII - Business Change

In the event of a material and substantive change in REJIS' business model, Bi-State may initiate an immediate renegotiation or termination of this Agreement at the Bi-State CIO's discretion. Events that may constitute a substantive change would include for example:

1. Merger or acquisition.
2. Significant change in mission/charter.
3. REJIS filing for bankruptcy protection.

Article XIX - Amendment

From time to time Bi-State and REJIS may find it necessary, in the course of normal business, to modify this Agreement and/or one or more of its associated SE. Such modification when agreed to by both parties and duly authorized and signed by the Bi-State CIO and the REJIS Executive Director shall become a part of this Agreement for the duration of the term of this Agreement.

Article XX - Warranties/Guarantees

This is a services engagement. REJIS warrants that it will perform services hereunder in good faith and in a professional manner. Unless established in SE or SLA, REJIS disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

Article XXI - Force Majeure

Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

Article XXII - Required Approvals

When the consent, approval, waiver, release, or certification ("Approval") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of REJIS is required, the Approval must be from the REJIS Executive Director or his or her authorized or designated representative. Whenever the Approval of Bi-State is required, the Approval must be from the Bi-State CIO or the authorized or designated representative.

Article XXIII - Miscellaneous Provisions

23.1 Exhibits and Attachments. All SE and attachments described herein are incorporated into this Agreement by this reference as if fully set out herein.

23.1.1 Additional Bi-State SE - As separate SE between REJIS and Bi-State for specific Information Technology services expire or are created, these agreements will be incorporated under this IMA as a SE to this Agreement for use of consistent Agreement terms and conditions. The new SE format will follow the sample template below set forth in section 23.1.2 to this Agreement and will identify those Articles under the Agreement that apply and incorporate those unique terms, conditions, and pricing added to the Bi-State Agreement.

23.1.2 Additional Bi-State Agreement SE Template Format - The following sample template should be used for any future "Additional Bi-State SE":

Service Exhibit (SE) _____

In accordance with the **Bi-State Intergovernmental Master Agreement** (IMA) this Service Exhibit (SE) is established to provide {Description Of Support} {DOS} Services for Bi-State activities.

Agreement Exhibit Term

SE-#-1 - Definition of Services

SE-#-2 - Scope of Services

SE-#-3 - Duties and Responsibilities

SE #-4 - Service Quantity

SE #-5 - Service Quality

SE-#-6 - Financial Terms

SE-#-7 - Scope Changes

Acknowledge of Terms and Conditions

Attachments / SLA's - *{As Required to be part of the SE}*

23.2 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.

23.3 Dates and Non-business Days. Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, Bi-State or REJIS holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that day shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.

23.4 Other Documents. Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and shall perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

23.5 Counterparts. This Agreement and any companion documents or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.

23.6 Waiver. No waiver of any breach of any term, covenant, condition, warranty, or provision herein contained shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any term, covenant, condition, warranty, or provision contained herein. No

extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.

23.7 No Personal Liability. No commissioner, director, executive, officer, board member, employee or other agent of Bi-State or REJIS shall be personally liable under or in connection with this Agreement or any future SE.

Article XXIV - Acknowledgement of Terms and Conditions

The parties hereto affirm each has full knowledge of the terms, covenants, conditions, warranties and requirements contained in this Agreement. Each party acknowledges that such party, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications, attachments or exhibits thereto.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Master Agreement (IMA) on the date first written above.

REJIS:

REJIS COMMISSION

By: _____

Sheila Pearson
Interim Executive Director

Date: _____

Bi-State:

The Bi-State Development Agency of the Missouri – Illinois Metropolitan District

By: _____

Kerry Kinkade
Chief Information Officer

Date: _____

By: _____

Taulby Roach
President and Chief Executive Office

Date: _____

Service Exhibit (SE) One - Data Center Colocation Services

SE-1-1 Definition of Services

Bi-State will be afforded Data Center Colocation Services (DCCS) for any/all Bi-State enterprise Data Center equipment. The services will include physical hosting for all hardware/software within the REJIS Data Center facility located at 4255 West Pine Boulevard, St. Louis, Missouri 63108-2897.

SE-1-2 Scope of Services

The scope of services encompasses providing day-to-day support services to ensure that Bi-State's enterprise Data Center environment is fully operational as specified within this Service Exhibit. REJIS will provide the environmental infrastructure to support the Bi-State operations at the REJIS Data Center. REJIS will provide the following as a service:

Cabinet Configuration:

- Single cabinet enclosure - Hoffman PROLINE FLOTEK Hot/Cold Aisle (HCA) Server Cabinet, 19" wide and 41.34" deep with 42 Rack Units useable space installed on ISO base
- Two redundant fan banks in the rear of the cabinet which maximize cooling power for high-density applications providing up to 1,440 CFM of airflow
- Two Power Distribution Units (PDU's) fed from separate power sources
- Two vertical, 120/208 volt three phase Wye, 30 amps de-rated to 24 amps PDUs
- Output voltage is 120/208 volt
- Each PDU capable of @ 8.6 kW
- Airflow hardware to include blanking panels and floor mounted equipment

SE-1-3 Duties & Responsibilities

REJIS will:

1. Provide for two (2) cabinets as a hosted service, as defined in section SE-1-2 Scope of Services section.
2. Assist Bi-State in installing its equipment in the REJIS Data Center as a billable service in accordance with the Agreement.
3. Grant 24/7/365 Data Center access to Bi-State IT and Telecommunications personnel and to Bi-State vendors providing operational and maintenance support in compliance with REJIS Data Center policies and practices. REJIS will provide applicable policies and practices to the Bi-State CIO.
4. Allow Bi-State and their partner vendors to install their equipment/servers in the Bi-State specified equipment racks in compliance with REJIS Data Center policies and practices. REJIS will provide applicable policies and practices to the Bi-State CIO.
5. Ensure that the REJIS Data Center meets industry Data Center standards for Data Center operations and that Bi-State funds for additional costs directly associated to any special requirements of Bi-State for hardware, software, or services.
6. Accept small package deliveries at the REJIS Main Facility for Bi-State Monday - Friday 8:00 am - 5:00 pm (excluding holidays). REJIS will accept scheduled deliveries of larger equipment at the REJIS Data Center for Bi-State Monday - Friday 8:00 am - 5:00 pm. All deliveries will be logged in / signed for in "as is condition". REJIS can store / accommodate storage of deliveries up to three (3) pallets in size for up to two (2) weeks at no additional charge to Bi-State. Emergency deliveries can be received by the REJIS Operations Center (ROC) staff with proper notification and arrangements by Bi-State IT staff with ROC staff.

7. Provide Bi-State a secure work storage cabinet (78 x 36 x 18) to store miscellaneous hardware, tools, etc. at the REJIS Data Center. The cabinet will be kept in a secure area accessible by Bi-State staff while onsite at the REJIS Data Center.
8. Provide Bi-State a location within the REJIS Facility for Bi-State staff to work while temporarily onsite at the REJIS facility working on Bi-State equipment.
9. Provide REJIS staffing support for the Data Center and related services as a billable service at the same hourly rate identified within in this IMA, see Service Exhibit (SE) Five – Staffing Support Services.
10. Report monthly on the status of Bi-State Data Center see Attachment Three - Monthly Data Center Colocation Status Report sample.
11. Provide for SolarWinds monitoring for up to 250 devices per existing MOU between Bi-State and REJIS. See Attachment Four – SolarWinds Monitoring MOU

DELIVERABLE: Monthly Data Center Colocation Status Report

Bi-State will:

1. Be financially responsible for the move and installation of all servers/systems, and equipment housed in the cabinets located in the REJIS Data Center including cabling, server room electrical wiring, supplies, and network connections needed to bring its systems into a production operational state.
2. Fund for WAN bandwidth to support Bi-State operations in the REJIS Data Center and the bandwidth for connection between the main Bi-State campus and Bi-State WAN.
3. Pay the rates set forth in this SE for REJIS personnel to install and maintain Bi-State's systems as requested by the Bi-State CIO.
4. Comply with REJIS security practices for access to the REJIS Data Center.
5. Furnish to REJIS in advance a list of personnel, vendors, and contractors who will need access to the REJIS Data Center in compliance with REJIS Data Center policies and practices.
6. Fund for REJIS hours for the planning and movement of any hardware and equipment to the REJIS Data Center. Bi-State will fund for external vendor costs including but not limited to the mover, electrician, support for NAS storage, and for any server repair and maintenance.
7. Fund for any additional costs directly associated to meet PCI and HIPAA requirements for hardware, software, or services for collocated Bi-State infrastructure.

SE-1-4 Service Quantity

REJIS will provide for the Cabinet Configurations for the hosted services which are defined in the Scope of Services Section of this Service Exhibit.

Bi-State commits to the identified Service Quantity within the REJIS Data Center for colocation usage.

SE-1-5 Service Quality

REJIS will meet or exceed industry standard requirements as defined by a third-party assessor (i.e. Murphy or other disinterested/authorized activity) to be rated a Tier 2 Data Center. REJIS will meet or exceed SLA-01. See Attachment Five - Service Level Agreement.

SE-1-6 Financial Terms

Bi-State will pay for time and materials for services identified in SE-1-2 Scope of Services and any staffing support identified in the IMA.

Bi-State will pay for services identified in SE-1-2 Scope of Services. Bi-State agrees for REJIS to provide the standard cabinet and rack configuration at the following rates. Services will be billed monthly in arrears to Bi-State.

Colocation Cabinets - Ongoing Costs {MRC}

Cabinets	Cabinet Rate	Monthly Rate	Period Covered Months / Year	Period Rates
2	\$1,124.00	\$2,248.00	January 2022 - December 2022	\$26,976.00
2	\$1,169.00	\$2,338.00	January 2023 - December 2023	\$28,056.00
2	\$1,169.00	\$2,338.00	January 2024 - December 2024	\$28,056.00

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a four percent (4%) increase, except if the REJIS utility provider exceeds the four percent (4%) adjustment rate. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

SE-1-7 Scope Changes

From time to time Bi-State or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges and costs.

Service Exhibit (SE) Two – Shared Cyber Service

SE-2-1 Definition of Services

The Shared Cyber Service (SCS) function will perform duties as identified by the participating government agencies. Bi-State has placed coordination responsibilities upon the Bi-State CIO, a Bi-State employee. The Bi-State CIO, and/or designee, will provide input into the oversight and coordination for services as defined in this SE. REJIS is responsible for providing its best efforts toward the services described below while working in concert with the Bi-State CIO. REJIS staff will support the Bi-State CIO in the development of all deliverables defined in this SE. REJIS will be able to provide guidance related to PCI, HIPAA, or other regulatory standards that Bi-State may need to comply with, but cannot/will not certify environments for those regulations. REJIS is not solely responsible for the creation of said deliverables.

SE-2-2 Scope of Services

In accordance with the provisions of the IMA and this SE, REJIS will provide for SCS and skills for Bi-State such as those listed below:

- Provide the skills capable of developing, implementing and monitoring a strategic, enterprise information security and IT risk management program to ensure the integrity, confidentiality and availability of information and technology assets owned, controlled or processed by the entity.
- Facilitate information security governance with the Bi-State CIO through implementation of a program which includes an information security steering committee or advisory board comprised of IT and business unit representatives. Work with the business units to facilitate IT risk assessment and risk management processes as well as to identify and document acceptable levels of residual risk.
- Develop, institute and continually enhance an information security management framework for each entity based on the International Organization for Standardization (ISO) 2700x, ITIL, COBIT/Risk IT and National Institute of Standards and Technology (NIST) standards and guidelines as applicable. Develop, maintain and publish up-to-date security policies, standards and guidelines and provide oversight regarding the training and dissemination of security policies and practices within the entity.
- Facilitate the development of a metrics and reporting framework to measure the efficiency and effectiveness of the program, facilitate appropriate resource allocation, and increase the entity's maturity level regarding security practices.
- Contribute to the development and deployment of enterprise information security and risk management awareness training programs for all employees, contractors and approved system users.
- Consult with the Bi-State CIO to develop the annual information security budget(s) for the entity.
- Support the Bi-State CIO in the management of security CASEs and events with a focus on the protection of corporate IT assets including intellectual property, regulated data and the entity's public reputation.
- Provide strategic risk guidance for IT projects and/or new technologies as requested to include the evaluation of security compliance and/or the recommendation of additional technical controls.
- Conduct/attend on-site meetings, presentations, and training seminars from time to time but in general, travel to remote sites should be kept to a minimum and will be limited to Bi-State.

During the term of this SE other services or skills may be added to this SE via an SE Change Order. Additional services or skills must be mutually agreeable to participants of the SCS and REJIS, and funded by SCS participants.

SE-2-3 Duties & Responsibilities

REJIS will provide services consistent with the above scope as described in this SE which meet or exceed the requirements of the "to be determined" SLAs. REJIS will ensure all personnel resources, diagnostic and productivity tools supplied by REJIS, and methodologies meet industry best practices and that REJIS employees possess the required background and technical skills to support the services provided as part of this SE. Bi-State staff will participate in setting of project priorities. Bi-State will pay for all Bi-State-specific software and tools to assure effective services are provided.

DELIVERABLES:

1. Monthly project status reports for identified services (REJIS responsibility)
2. Provide monthly accounting of hours related to SCS for Bi-State (REJIS responsibility)

Bi-State will:

1. Follow Request for Service processes and practices consistent with the intent of this SE.
2. Provide access to Bi-State personnel or resources required to meet the obligations under this SE.
3. Provide responses to questions or events required to meet timetables or requirements consistent with this SE.

SE-2-4 Service Quantity

REJIS will supply Bi-State, as a part of the SCS, based upon three (3) agencies participating, the following:

1. Skilled security services staff time for planning and projects as identified in SE-2.2 Scope of Services section
2. Service Request and CASE Reporting from issue tracking management system
3. Base allocation of direct hours to Bi-State of 467 per year
4. Base allocation of shared hours to Bi-State of 280 per year to be utilized by the three (3) agencies participating in the REJIS SCS offering per year. SCS schedule to be coordinated in advance by all participating agencies

DELIVERABLES:

1. SCS project and assignment reporting (REJIS responsibility)
2. Bi-State SCS project and assignment reporting (REJIS responsibility)
3. Service Request and Issue Reporting (REJIS responsibility)
4. Monthly checkpoint call with agencies participating in the SCS resource (All participants)
5. Quarterly in person / conference calls with agencies participating in the SCS resource (All participants)

SE-2-5 Service Quality

REJIS will provide SCS staffing to perform services as identified within this SE. Work to be measured through:

1. Services identified within this SE

2. Projects identified by Bi-State
3. Projects identified jointly by the participating government agencies (Participating agencies)

SE-2-6 Financial Terms

Bi-State will pay for time services identified in this SE based upon the following rate schedule. Services billed monthly in arrears to Bi-State.

Dedicated Period Hours	Shared Period Hours	Hourly Rate	Period Covered Months / Year	Period Rates
467	280	\$123.00	January 2022 - December 2022	\$69,372.00
467	280	\$128.00	January 2023 - December 2023	\$72,192.00
467	280	\$128.00	January 2024 - December 2024	\$72,192.00

Note: Shared Period Hours is the amount shared between three (3) customers.

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a four percent (4%) increase, except if the REJIS utility provider exceeds the four percent (4%) adjustment rate. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

SE-2-6-1 Place of Performance

Bi-State will provide reasonable working space and acceptable working conditions including basic office equipment, such as: telephones, copiers and fax machines, but excluding personal computers and personal printers, for all REJIS employees who are required, by the nature of their duties and the services to be provided to Bi-State either temporarily or permanently to be resident at Bi-State facilities, at no cost to REJIS. Any other charges to REJIS for Bi-State facilities, such as parking, will be at the lowest prevailing rate Bi-State offers to its employees or other vendors.

SE-2-7 Scope Changes

From time to time Bi-State or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges and costs.

Service Exhibit (SE) Three – Staffing Support Services

SE-3-1 Definition of Services

Staffing Support Services (SSS) are defined as the planning, evaluation, design, operation and management of data network infrastructures, including LANs, WANs, remote network access, security and Internet network technologies. SSS use human and other resources, methodologies and tools in the context of the Bi-State strategic IT plans, architecture, policies, standards and processes. REJIS SSS teams with the Bi-State IT organization as appropriate in the delivery of all SSS supporting facilities and integrated systems. These services do not include the support of fiber-based communications channels or infrastructure cabling/wiring.

In accordance with the provisions of this Service Exhibit Four and IMA, REJIS will provide SSS and skills for Bi-State consistent with common industry standards/best practices, such as those listed below:

1. Network Administration
2. Desktop Support
3. Administrative Support
4. Help Desk Support
5. WAN/LAN Support
6. Network Security
7. Hardware and Software Support Services
8. Network Systems Support Services
9. Capacity Planning (LAN/WAN/ISP/Data Center/Storage/UPS/Power)
10. Network Management (SolarWinds)
11. Coordination of facilities and projects with telecom vendors

SE-3-2 Scope of Services

REJIS will support the physical environment, equipment, software tools, methodologies including project management, development and support personnel, and skills to support existing Bi-State networks, and develop and deploy new or revised networks and network functions at the direction of the Bi-State CIO.

SE-3-3 Duties & Responsibilities

REJIS will provide SSS for Bi-State consistent with the above scope of services and as described in this SE. The scope of requirements to fulfill this role include but are not limited to:

1. Support Bi-State LAN (Local Area Network) environment
2. Support Bi-State WAN (Wide Area Network) environment
3. Support Bi-State firewalls
4. Participate and advise on the Bi-State on network architecture
5. Support Bi-State on all normal Bi-State business days
6. Create and maintain documentation on any Bi-State systems as needed
7. Provide timely contributions to required Change Control, Project Management updates
8. Participate in an after-hours on-call rotation within the infrastructure team
 - a. Staff is expected to be on site within four (4) hours during an after-hours on-call event that cannot be addressed via remote access protocols
9. Perform work after normal business hours (evenings and weekends) when required to adhere to Bi-State availability requirements
10. Participate and adhere to all Bi-State IT policies

DELIVERABLE: Monthly Bi-State SSS Status Report. Including:

- Support Provided
- CASE summary
- Project summary

Bi-State will:

1. Be financially responsible for all SSS provided
2. Bi-State will pay for all Bi-State specific network software to ensure effective network services are provided.

SE-3-4 Service Quantity

REJIS will provide for the staffing support for SSS which are defined in the Scope of Services Section of this SE.

Bi-State commits to the identified staff service quantity minimum usage as identified within this SE understanding that adjustments can be made upon mutual agreement of both parties.

Support Hours Commitment

Staffing Area	FTE	Period Covered
Interns	2	January 2022 - December 2022
Administrative Assistant	1	January 2022 - December 2022
Help Desk Support/Systems Analyst	2	January 2022 - December 2022
Associate Network Analyst	6	January 2022 - December 2022
Network Analyst		January 2022 - December 2022
Senior Network Analyst	2	January 2022 - December 2022
Network Specialist		January 2022 - December 2022
Client Site Supervisor	1	January 2022 - December 2022
Commitment - 2022	14	
Interns	2	January 2023 - December 2023
Administrative Assistant	1	January 2023 - December 2023
Help Desk Support/Systems Analyst	2	January 2023 - December 2023
Associate Network Analyst	4	January 2023 - December 2023
Network Analyst		January 2023 - December 2023
Senior Network Analyst	1	January 2023 - December 2023
Network Specialist		January 2023 - December 2023
Client Site Supervisor	0	January 2023 - December 2023
Commitment - 2023	10	
Interns	2	January 2024 - December 2024
Administrative Assistant	1	January 2024 - December 2024
Help Desk Support/Systems Analyst	2	January 2024 - December 2024
Associate Network Analyst	4	January 2024 - December 2024
Network Analyst		January 2024 - December 2024
Senior Network Analyst	1	January 2024 - December 2024
Network Specialist		January 2024 - December 2024
Client Site Supervisor	0	January 2024 - December 2024
Commitment - 2024	10	

SE-3-5 Service Quality

REJIS will supply Bi-State, as a part of SSS skilled services staff time per the minimum FTE commitment for the SSS as identified in SE-3-6 of this SE.

SE-3-6 Financial Terms

Bi-State will pay for time and materials for services identified in SE-3-2 Scope of Services and any additional staffing support identified in the IMA, Service Exhibit (SE) Five – Additional Staffing Support Services. Hours worked in excess of forty (40) hours per week for staff assigned to the Bi-State agreement will be billed at 1.5 times the contracted rate.

Staffing Support Rates

Staffing Area	FTE	Hourly Rate	Period Covered Months / Year	Estimated Period Cost
Intern	2	\$35.00	January 2022 - December 2022	\$72,800.00
Administrative Assistant	1	\$51.00		\$85,680.00
Help Desk Support/Systems Analyst	2	\$63.00		\$211,680.00
Associate Network Analyst	6	\$72.00		\$725,760.00
Network Analyst				
Senior Network Analyst	2	\$80.00		\$268,800.00
Network Specialist				
Client Site Supervisor	1	\$98.00		\$164,640.00
Totals - January 2022 - December 2022	14			\$1,529,360.00
Intern	2	\$35.00	January 2023 - December 2023	\$72,800.00
Administrative Assistant	1	\$51.00		\$85,680.00
Help Desk Support/Systems Analyst	2	\$63.00		\$211,680.00
Associate Network Analyst	4	\$72.00		\$483,840.00
Network Analyst				
Senior Network Analyst	1	\$80.00		\$134,400.00
Network Specialist				
Client Site Supervisor	0	\$98.00		\$0.00
Totals - January 2023 - December 2023	10			\$988,400.00
Intern	2	\$37.00	January 2024 - December 2024	\$76,960.00
Administrative Assistant	1	\$54.00		\$90,720.00
Help Desk Support/Systems Analyst	2	\$66.00		\$221,760.00
Associate Network Analyst	4	\$75.00		\$504,000.00
Network Analyst				
Senior Network Analyst	1	\$84.00		\$141,120.00
Network Specialist				
Client Site Supervisor	0	\$102.00		\$0.00
Totals - January 2024 - December 2024	10			\$1,034,560.00

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a four percent (4%) increase, except if the REJIS utility provider exceeds the four percent (4%) adjustment rate. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

SE-3-6-1 Place of Performance

Bi-State will provide reasonable working space and acceptable working conditions including basic office equipment, such as: telephones, copiers and fax machines, but excluding personal computers and personal printers, for all REJIS employees who are required, by the nature of their duties and the services to be provided to Bi-State either temporarily or permanently to be resident at Bi-State facilities, at no cost to REJIS. Any other charges to REJIS for Bi-State

facilities, such as parking, will be at the lowest prevailing rate Bi-State offers to its employees or other vendors.

SE-3-7 Scope Changes

From time to time Bi-State or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges and costs.

For this Service Exhibit, Bi-State can reduce the number of staff beginning with a thirty (30) day notice as identified below. All other provisions of this Service Exhibit and IMA remain in effect.

- One Client Site Supervisor
- One Senior Network Analyst
- Two Network Analyst

Service Exhibit (SE) Four – Optional Staffing Support Services

SE-4-1 Definition of Services

The Optional Staffing Support Services (OSSS) will provide for REJIS staffing support as requested. Bi-State has placed coordination responsibilities upon the Bi-State CIO, a Bi-State employee. The Bi-State CIO, and/or designee, will authorize request for OSSS and provide oversight and coordination of services as defined in this SE.

SE-4-2 Scope of Services

In accordance with the provisions of the IMA and this SE, REJIS will provide for OSSS skills for Bi-State such as those listed below:

- ROC support staffing
- Infrastructure staffing
- WAN/LAN staffing

During the term of this SE other services or skills may be added to this SE via an SE Change Order. Additional services or skills must be mutually agreeable to participants and funded by Bi-State.

SE-4-3 Duties & Responsibilities

REJIS will provide services consistent with the above scope as described in this SE which meet or exceed the requirements of the attached SLA. REJIS will ensure all personnel resources, diagnostic and productivity tools supplied by REJIS, and methodologies meet industry best practices and that REJIS employees possess the required background and technical skills to support the services provided as part of this SE.

DELIVERABLE:

1. Monthly report for OSSS utilized (REJIS responsibility)

Bi-State will:

1. Follow Request for Services processes, and practices consistent with the intent of this SE.
2. Provide access to Bi-State personnel or resources required to meet the obligations under this SE.

SE-4-4 Service Quantity

REJIS will supply Bi-State as part of the OSSS the following:

- ROC support staffing - skilled services staff to support Data Center activities including:
 - Escorting of Bi-State vendor partners
 - Operations and service monitoring
 - Receiving of Bi-State equipment deliveries
 - Hands on support for equipment replacements within the REJIS Data Center
- Infrastructure staffing - skilled services staff to support infrastructure activities including:
 - Cabling support and installation
 - Racking and installation in support equipment
 - Initial diagnosis of hardware events
 - Design and support services
- WAN/LAN staffing - skilled services staff to support activities including:

- Staffing support for connectivity
- Initial diagnosis of communication events
- Design and support services
- Mobile device and monitoring support services

DELIVERABLES:

1. Requested staffing support as authorized by Bi-State
2. Monthly OSSS utilization reporting (Included in monthly colocation report)

SE-4-5 Service Quality

REJIS will provide DRS services as identified within this SE.

SE-4-6 Financial Terms

Bi-State will pay for the OSSS services identified in this SE, if utilized, based upon the following rate schedule. Services billed monthly in arrears to Bi-State.

Service	Hourly Rate	Period Covered Months / Year
<ul style="list-style-type: none"> • Intern • ROC Support • Infrastructure Support <ul style="list-style-type: none"> ○ Standard ○ Senior / Specialist • WAN/LAN Support <ul style="list-style-type: none"> ○ Standard ○ Senior / Specialist 	<ul style="list-style-type: none"> \$48.00 \$60.00 \$94.00 \$120.00 \$94.00 \$120.00 	January 2022 - December 2022
<ul style="list-style-type: none"> • Intern • ROC Support • Infrastructure Support <ul style="list-style-type: none"> ○ Standard ○ Senior / Specialist • WAN/LAN Support <ul style="list-style-type: none"> ○ Standard ○ Senior / Specialist 	<ul style="list-style-type: none"> \$48.00 \$60.00 \$94.00 \$120.00 \$94.00 \$120.00 	January 2023 - December 2023
<ul style="list-style-type: none"> • Intern • ROC Support • Infrastructure Support <ul style="list-style-type: none"> ○ Standard ○ Senior / Specialist • WAN/LAN Support <ul style="list-style-type: none"> ○ Standard ○ Senior / Specialist 	<ul style="list-style-type: none"> \$53.00 \$63.00 \$98.00 \$125.00 \$98.00 \$125.00 	January 2024 - December 2024

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a four percent (4%) increase, except if the REJIS utility provider exceeds the four percent (4%) adjustment rate. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

SE-4-7 Scope Changes

From time to time Bi-State or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges and costs.

Attachment One - REJIS Service Portfolio

REJIS can provide for additional products and services for Bi-State as required in the performance of the Agreement through the creation of additional SE(s) added to the IMA. A summary of several additional services REJIS can provide include:

- ROC / Help Desk
- Data Base Administration
- SolarWinds Monitoring
- Windows Server Administration
- Operations Monitoring and Support
- Media destruction and disposal service
- NetMotion & Wireless Connectivity Support
- F5 Support and Services
- Anti-Virus Software Licensing / EPO Support
- Software Licensing – Example: KnowBe4
- Hardware Maintenance
- Additional Network Staffing
 - Desktop Support
 - Installs / Moves / Adds /Changes (IMACs)
 - Infrastructure
 - WAN/LAN

Attachment Two - REJIS Escalation Process

Department/Division: Bi-State – Escalation Process - (Kerry Kinkade) 314-982-1400 & (Rich Reiniger) 314-982-1400

REJIS: Eric Gorham – 314-633-0252

Bryan Mueller 314-633-0295

If Trouble CASE is Open After	Priority 1 Automatic REJIS Action	Priority 2 Automatic REJIS Action
Immediate Notification	REJIS Operations Center (ROC) escalates to the appropriate REJIS staff immediately by voice and email.	REJIS Operations Center (ROC) escalates to the REJIS staff immediately by voice and email.
1 Hour	REJIS Operations Center (ROC) contacts the user that initiated the CASE to establish how to be contacted and updated going forward through problem resolution.	N/A
2 Hours	If REJIS is unable to successfully analyze and troubleshoot the problem, REJIS Operations Center (ROC) will notify next level management of status and contact user.	REJIS Technician contacts the user person initiating the CASE.
4 Hours	REJIS will contact Vendor additional Technical <u>Support</u> for assistance and resolution as needed.	N/A
24 Hours	Reviewed by Systems Managers of open CASEs, priority for resolution, and resources necessary to resolve problem.	Reviewed by Systems Managers of open CASEs, priority for resolution (Note: Priority 2 is lesser priority), and resources necessary to resolve problem.
As Appropriate (based on severity of CASE and time lapse)	Escalate to the REJIS CIO, and as appropriate to the REJIS Executive Director.	Escalate to the REJIS System Manager, CIO and as appropriate, REJIS Executive Director.

Definitions

Priority 1 CASEs: Highest priority, impacts multiple users, mission critical applications or major locations and for which there is no immediate work-around.

Priority 2 CASEs: An outage affecting a single user, non-mission critical application or location, or there is a work-around for the problem.

Attachment Three - Monthly Data Center Colocation Status Report



October 2021 Monthly Colocation Status Report for The Bi-State Development Agency of the Missouri – Illinois Metropolitan District (Bi-State)

Last Revised: October 18, 2021

This information shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offer, or as a result of or in connection with the submission of this information, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information in the data if it is obtained from another source without restriction or contained in the proposal in its entirety.

Colocation Status Report for Bi-State

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Internet Connectivity Services (ICS).....	1
Requested Professional Support Services	1
Additional ROC Monitoring Services	1

Colocation Status Report for Bi-State

REJIS Operational Dashboard Snapshot

Past Month Facility Availability	100%
CRAC Issues	None
Power Issues	None
UPS Issues	None
Generator Issues	None
Fire Suppression Issues	None
Liquid Detection Issues	None

Bi-State Equipment & Data Center Services

Details on Equipment and Data Center services provided in this section.

CASES

Details on any CASES (call to our ROC) processed on behalf of Bi-State services provided in this section.

Internet Connectivity Services (ICS)

Details on Internet connectivity provided in this section including SolarWinds reporting.

Requested Professional Support Services

Details on Professional Services provided in this section.

Additional ROC Monitoring Services

Additional ROC monitoring services that are included as part of colocation support provided in this section.

Attachment Four - SolarWinds Monitoring MOU

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) made as of the 5th day of September, 2014, by and among The Bi-State Development Agency of the Missouri-Illinois Metropolitan District, d/b/a Metro ("Metro"), and the Regional Justice Information Service Commission ("REJIS") (each individually, a "Party" and collectively, the "Parties").

WHEREAS, the Parties want and intend to provide a joint use communications capability and services monitoring to support their operations, as provided herein;

WHEREAS, the Parties have determined to cooperatively agree to achieve the needed communications and services monitoring ability for each;

WHEREAS, each Party has determined that it will benefit from the cooperative agreement and effort described herein; and

WHEREAS, the Parties desire to proceed based on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Cooperative Goal and Method.** Each Party has determined a need and benefit to cooperate to provide a joint use communications and device monitoring capability to support its operations. The Parties have determined that a method consisting of Metro providing a fiber pair from REJIS to 900 Walnut and REJIS providing SolarWinds monitoring of 250 devices (nodes), to be achieved as described in this MOA, would be the most advantageous to each Party.

2. **Benefit - No Funding.** Based on the cooperative effort described herein, and the resulting anticipated benefits accruing to each Party, the Parties have agreed that it is not necessary for any Party to provide any funding to any other Party as part of, or in order to achieve, the results intended by this MOA.

3. **REJIS Obligations.** REJIS agrees to undertake and complete the following efforts at its cost. REJIS will provide SolarWinds monitoring of 250 Metro devices (nodes) at no charge to Metro. This includes 24/7/365 monitoring of all 250 devices and notification to Metro of device outages. REJIS will be responsible for maintaining the hardware, software, and staffing resources required to provide device monitoring utilizing SolarWinds for Metro.

4. **Metro Obligations.** Metro agrees to provide fiber access to REJIS, as determined by Metro, to the existing fiber path situated and extending between REJIS headquarters facility located at 4255 West Pine Blvd and the colocation facility located at 900 Walnut utilizing one pair of single mode unlit fiber. Metro agrees that it will be responsible for any necessary maintenance or repair to its fiber, and that Metro will be responsible for providing and maintaining all necessary equipment for transfer of data.

5. **Representations and Warranties.** Each Party hereby represents and warrants to each other Party as follows:

- (a) It has the legal authority and power to enter into, undertake, and fulfill its undertakings and obligations provided in this MOA.
- (b) The entering into this MOA has been duly authorized and approved by all requisite action on the part of its governing body.
- (c) The person signing this MOA on its behalf is duly authorized to do so and to bind it to the terms of this MOA.
- (d) The entering into and carrying out this MOA will not and does not conflict with, and is not in violation of, any other existing agreement to which it is a Party.

6. **Term and Termination.**

- (a) The Parties agree that this MOA will exist in perpetuity, commencing upon the latest date appearing in the signature lines below; subject, however, to the termination provisions in the following subsections.
- (b) Each Party has the right to terminate this MOA upon one hundred twenty (120) days' written notice to each other Party, in the event that any Party fails to cure a material breach of any term of this MOA after receiving written notice of breach from any other Party.
- (c) Each Party has the right to terminate this MOA if such Party determines that sufficient funding has not been appropriated, or will not be available, to fulfill such Party's obligations hereunder, upon one hundred twenty (120) days' written notice to each other Party.
- (d) The Parties at any time may mutually agree in writing to terminate this MOA on a specific date, provided, however, such date shall be at least one hundred twenty (120) days after such mutual written agreement of the Parties.

7. **Binding Agreement.** This MOA is binding upon and will inure to the benefit of Metro and REJIS, and their respective successors.

8. **Severability.** If any clause or provision of this MOA is illegal, invalid or unenforceable under present or future laws effective during the term of this MOA, then, and in that event, it is the intention of the Parties that the remainder of this MOA shall not be affected thereby.

9. **Governing Law.** This MOA shall be governed by, and construed in accordance with, the laws of the State of Missouri.

10. **Waiver.** No consent or waiver by any Party shall be effective unless it is in writing and then only to the extent specifically stated. The failure of any Party to require performance by any other party of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

11. **Headings.** The section headings set forth in this MOA are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this MOA and are to be given no legal effect.

12. **Notice.** Any notice required or authorized by this MOA shall be given by hand delivery, by First-Class United States Mail, by overnight delivery service, or by email, to each respective Party, as follows, with any Party being able to change the person and address provided by appropriate notice:

If to Metro:

Ms. Debbie Erickson
Vice President, Chief Information Officer
The Bi-State Development Agency of the
Missouri-Illinois Metropolitan District, d/b/a Metro
707 North First Street
St. Louis, MO 63102
derickson@metrostlouis.org
314-982-1434

If to REJIS:

Dr. William R. Powell Jr.
General Manager
Regional Justice Information Service Commission
4255 West Pine Blvd.
St. Louis, MO 63108
wpowell@rejis.org
314-633-0239

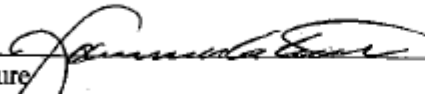
13. **Counterparts.** This MOA may be executed in two or more counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

14. **Assignment.** This MOA shall not be assigned or otherwise transferred by any Party.

15. **Entire Agreement.** This MOA constitutes the entire agreement among the Parties with respect to the subject matter covered herein, and supersedes any and all prior oral or written undertakings or agreements. This MOA can only be amended by written instrument duly executed on behalf of each Party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first written above.

**For The Bi-State Development Agency of the
Missouri-Illinois Metropolitan District, d/b/a Metro:**

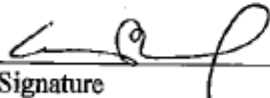
Signature 

Date: 08-12-2014

John M. Nations
Printed Name

President & Chief Executive Officer
Title

For the Regional Justice Information Service Commission:

Signature 

Date: 10-14-14

Dr. William R. Powell Jr.
Printed Name

REJIS General Manager
Title

**Service Level Agreement (SLA)
Bi-State**

SLA #: 01

Category Service Provided: REJIS Support Services

DEPARTMENT/DIVISION: Bi-State

DATE: September 1, 2020 {Effective upon REJIS establishment of new IMS Agreement}

Description of Service(s)	Department/Division Contact (Org/Title/Phone)	REJIS Supporting Contact (Org/Title/Phone)	Business Hours of Operation	Service Quality Measurement	Target	Problem Resolution Procedures
<ul style="list-style-type: none">• Colocation (DCCS)• Monitoring (MSS)• Shared Cyber Service (SCS)• Staffing Support Service (SSS)• Optional Staffing Support Services (OSSS)	Bi-State CIO Kerry Kinkade 314-982-1400 Director, IT Infrastructure Rich Reiniger 314-982-1400	REJIS System Manager Bryan Mueller 314-633-0295 (o) 314-267-1606 (m) REJIS CIO Eric Gorham 314-633-0252 (o) 314-267-1612 (m)	24/7/365 Note: Business Hours 7:00 am - 5:00 pm Monday-Friday Excluding REJIS and Bi-State holidays	Percentage of time annually that REJIS is available Hours of unplanned downtime available monthly to CIO by ten (10) business days of the following month Unplanned downtime available to CIO for SLA by ten (10) business days the end of each quarter	99.95% annual availability (excluding Maintenance Window) Maintenance Window: 6.00 hours per year planned for performing maintenance	<ul style="list-style-type: none">• REJIS Operations Center (ROC) will take all calls and escalate to REJIS Operations Support Staff.• REJIS ROC Staff will use internal monitoring of log files to identify issues and isolate/resolve problem.• Perform and communicate "event analysis" reports to CIO within one (1) week of occurrence on any unplanned outages.

Department/Division Responsibilities: Departments experiencing REJIS service problems will contact the REJIS Operations Center (ROC) at 314-535-9497 providing a name, department, phone number, and description of problem.

REJIS Responsibilities: REJIS Services will be available on a 24/7/365 basis. The annual goal is to be operated and maintained with a planned downtime not to exceed six (6) hours per year to support maintenance and configuration changes. Planned maintenance windows will be during non-business hours and not count as downtime with maintenance windows approved by Bi-State application owner at least one (1) week in advance. REJIS may coordinate additional windows if mutually agreeable to REJIS and Bi-State prior to the event occurring. Annual unplanned REJIS service down time is at 99.95% availability (4.23 hours annually). The ROC will accept all CASEs. Possible remedies include: 1) reboot of the equipment, 2) isolation of problem based on facility log file review, 3) escalation to Maintenance or Vendor based on equipment connectivity problem, 4) hardware/software repair done by REJIS. The REJIS Escalation Process is listed below for CASE resolution. ROC will advise key Bi-State departments of CASE status. REJIS will initiate and manage maintenance agreements with vendors to assure REJIS services availability. REJIS will ensure all documentation is current and accurate using SolarWinds, NetSuite, Word / PDF / Visio documentation and knowledgebase tools.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
REGIONAL JUSTICE INFORMATION SERVICE (REJIS)
AND BI-STATE DEVELOPMENT**

PREAMBLES:

Whereas, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, the Regional Justice Information Services (REJIS) Commission is a government entity, created to provide information technology products and services to criminal justice and government agencies; and

Whereas, in 2011, Bi-State Development (BSD) sought and gained approval to enter into an intergovernmental agreement with REJIS, to provide a range of IT services to support BSD, which included use of their Tier 2 rated data center and access to technology support resources, primarily in the IT infrastructure area that includes network, server, and desktop support; and

Whereas, the agreement was reaffirmed in 2016, and the partnership has been effective, allowing BSD to relocate server equipment to the highly rated REJIS facility and to provide ongoing staffing support for BSD Information Technology; and

Whereas, the renewed agreement in 2016 was for a period of three years, with two additional optional years, and BSD elected to continue with both option years, plus a six-month extension, while a new agreement was being negotiated; and

Whereas, on December 31, 2021, BSD reached the end of the final option year, and is now operating in the extension period; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into an Intergovernmental Agreement between BSD and Regional Justice Information Services (REJIS) for Information Technology Services, to be effective February 2022, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into an Intergovernmental Agreement between BSD and Regional Justice Information Services (REJIS) for Information Technology Services, to be effective February 2022, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Agreement, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Regional Justice Information Services (REJIS).

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Agreement.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Agreement.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Intergovernmental Agreement between City of St. Louis and Bi-State Development for the 2022 Gateway Go Youth Fare Program**
Disposition: Approval
Presentation: Taulby Roach, President and Chief Executive Officer

Objective:

To submit to the Board of Commissioners, for approval, an Intergovernmental Cooperative Agreement between the City of St. Louis (City) and Bi-State Development (BSD) for the implementation of the 2022 Full-Year Gateway Go Youth Fare Program.

Committee Disposition:

This item has not been presented to any Committee: however, due to the timing of the commencement of the Program and distribution of funds, the President and CEO has placed this item on the Agenda for the Board of Commissioners meeting on February 18, 2022.

Background:

Bi-State Development, through its Gateway Go Youth Fare program, will offer passes that allow free transit access (MetroBus and MetroLink) throughout the 2022 Calendar Year to eligible City of St. Louis residents between the ages of 13 and 25. Passes will be distributed by the City to registered eligible participants through Saint Louis Public Schools (SLPS), the St Louis Agency On Training and Employment (SLATE), the City of St. Louis Department of Human Services (DHS), and the City of St Louis Community Development Administration (CDA).

Analysis:

The City of St. Louis has agreed to pay \$250,000 from a portion of the City's American Rescue Plan Funds, under Ordinance 71393, for up to 3000 eligible program participants per quarter.

Existing disparities in the St. Louis region have been compounded by the unprecedented COVID-19 pandemic and depressed economic conditions. Transit serves as a vital tool to provide access to opportunities and resources, in particular for a generation that is newer to the workforce. Transit access not only expands the long-term horizons for youth, but also increases consistent ridership for our public transportation system.

Board Action Requested:

Management requests that the Board of Commissioners approve authorization for the President and CEO to execute an Intergovernmental Cooperation Agreement between City of St. Louis and Bi-State Development for the implementation of the 2022 Full-Year Gateway Go Youth Fare Program.

Attachment:

Draft Intergovernmental Cooperation Agreement between City of St. Louis and Bi-State Development for the implementation of a 2022 Full-Year Gateway Go Youth Fare Program.

No Board Policy applies; however, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the **City of St. Louis, Missouri** (“City”) and **Bi-State Development Agency of the Missouri-Illinois Metropolitan District** (“Agency”).

WHEREAS, City has applied for and accepted the 2021 Coronavirus Local Fiscal Recovery Funds and ERA-2 Funds to the fullest extent permitted under the American Rescue Plan of 2021; and

WHEREAS, City desires to fund the Gateway Go Program, an Agency program to provide free transit passes for MetroBus and MetroLink to City youth between 13 and 25 years old (the “Program”) out of a portion of the City’s American Rescue Plan Funds; and

WHEREAS, the funds for this Program were appropriated by the City pursuant to City Ordinance Number 71393.

WHEREAS, City agrees, subject to the availability of funds, to fund the Program for an amount not to exceed \$250,000, subject to the terms and conditions set forth herein (the “Agreement”).

NOW, THEREFORE, the parties agree as follows:

1. Scope of Program. Grantee shall provide the City free transit passes for MetroBus and MetroLink for City youth between 13 and 25 years old, the “Gateway Go Program”. Agency will provide the City 3,000 three-month passes, on a quarterly basis, for a total of 12,000 passes. The passes will be distributed by the City through Saint Louis Public Schools, (SLPS), the St Louis Agency On Training and Employment (SLATE), the City of St. Louis Department of Human Services (DHS), and the City of St Louis Community Development Administration (CDA). The City will collect the following information from the participants of the Program passes and provide the information to Agency on a quarterly basis: Participant Name, Date of Birth, Residential Address, including Zip Code (must be within located with the City), Email Address and Phone Number, and Responses to five (5) Survey Questions that will be provided by Agency to City.
2. Program Period. The Project has been approved for a period of twelve (12) months beginning March, 2022, and ending February, 2023 (the “Project Period”).
3. Payment of Program Funds. Agency will invoice the City for the Program passes, not to exceed \$250,000, with payment to be made to Agency within 10 days of invoice receipt by City.
4. Relationship of Parties. City and Agency agree that this Agreement does not create a principal-agent relationship of any type between the parties and that Agency will not, by

act of omission or commission, foster any belief on the part of third parties that such relationship exists.

5. Validity. Agency warrants that the Board of Commissioners of Agency has taken all action required by law to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. Agency further warrants that this Agreement constitutes the valid and binding obligation of Agency, enforceable in accordance with its terms.
6. Nondiscrimination. Agency and City agree that in providing services under the Program, persons will be provided service without regard to race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status.
7. Notices.
 - (a) To the City:

Name, Title
City of St. Louis
Address
Address
Email:
 - (b) To the Agency:

Lisa Cagle, Director of Innovative Services
Bi-State Development Agency
211 North Broadway, Suite 700
St. Louis, MO 63102
LLCagle@MetroStLouis.org
8. Legal Compliance. Agency shall comply with all applicable City, State, and Federal laws and regulations, including the recordkeeping and reporting requirements of the Coronavirus Local Fiscal Recovery Assistance Fund program.
9. No Guarantee of Future Funding. Provision of this Program funding does not imply any future funding commitment by City.
10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding the Program and supersede all previous related understandings or written or oral agreements between the parties.
11. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both City and Agency.
12. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri.

13. Severability. It is hereby declared to be the intention of the City and Agency that each and every part, section and subsection of this Agreement shall be separate and severable from each and every other part, section and subsection hereof and that the City and Grantee intend to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Agreement shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Agreement.
13. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

Signature page follows

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

CITY OF ST. LOUIS, MISSOURI

By: _____
Name
Title

BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By: _____
Name
Title

DRAFT

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. LOUIS
AND BI-STATE DEVELOPMENT FOR THE
2022 FULL YEAR GATEWAY GO YOUTH FARE PROGRAM**

PREAMBLES:

Whereas, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, existing disparities in the St. Louis region have been compounded by the unprecedented COVID-19 pandemic and depressed economic conditions, and transit serves as a vital tool to provide access to opportunities and resources, in particular for a generation that is newer to the workforce; and

Whereas, transit access not only expands the long-term horizons for youth, but also increases consistent ridership for our public transportation system; and

Whereas, through its Gateway Go Youth Fare program, the Agency will offer passes that allow free transit access (MetroBus and MetroLink) throughout the 2022 Calendar Year to eligible City of St. Louis residents between the ages of 13 and 25; and

Whereas, passes will be distributed by the City to registered eligible participants through Saint Louis Public Schools (SLPS), the St Louis Agency On Training and Employment (SLATE), the City of St. Louis Department of Human Services (DHS), and the City of St Louis Community Development Administration (CDA); and

Whereas, the City of St. Louis has agreed to pay \$250,000 from a portion of the City’s American Rescue Plan Funds, under Ordinance 71393, for up to 3000 eligible program participants per quarter; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into an Intergovernmental Cooperation Agreement between City of St. Louis and Bi-State Development for the implementation of the 2022 Full-Year Gateway Go Youth Fare Program, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to enter into an Intergovernmental Cooperation Agreement between City of St. Louis and Bi-State Development for the implementation of the 2022 Full-Year Gateway Go Youth Fare Program, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Agreement, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the City of St. Louis.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Agreement.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Agreement.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]
ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI- ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING THE PRESIDENT AND CEO TO NEGOTIATE AND
ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE
LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT
TO OPERATE THE LOOP TROLLEY AND TO NEGOTIATE AND
EXECUTE A SERVICES AGREEMENT RELATING TO SAME**

PREAMBLES:

Whereas, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

Whereas, the Agency is authorized by Mo. Rev. Stat. § § 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. jointly referred to herein as the "Compact") to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, no Board Policy applies; however, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, the Loop Trolley Transportation Development District (the "District") has constructed a trolley system with the common right-of-way primarily upon Delmar and DeBaliviere Avenues in the City of St. Louis and City of University City ("Loop Trolley"); and

Whereas, the District is responsible for the operation and maintenance of the trolley line, including trolley vehicles and has determined that it is cost effective and beneficial to the District to outsource the operation of the trolley line, including the trolley vehicles; and

Whereas, the Agency and the District are entering into a Memorandum of Agreement whereby they acknowledge and agree to enter into a future Services Agreement to provide for the Agency's operation of the trolley line, including trolley vehicles; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to negotiate and execute a Memorandum of Agreement with the Loop Trolley Transportation Development District and to negotiate and execute the future Services Agreement contemplated by the Memorandum of Agreement, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE
DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of Authorization to Negotiate and Execute A Memorandum of Agreement and Services Agreement. The Board of Commissioners hereby approves the President and CEO to negotiate and enter into a Memorandum of Agreement and a future Services Agreement as contemplated by the Memorandum of Agreement, between the Agency and the Loop Trolley Transportation Development District, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Memorandum. The form of the Memorandum of Agreement (as provided in the Attachment to this Resolution and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Memorandum of Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Memorandum, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency, its officers and employees.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 9. Payment of Expenses. The Executive Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of February, 2022.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____
Title _____

[SEAL]
ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

MEMORANDUM OF AGREEMENT

By and Between

THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT

and

THE LOOP TROLLEY TRANSPORTATION
DEVELOPMENT DISTRICT

Dated as of February __, 2022

Contract # _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is dated as of February __, 2022, by and between THE LOOP TROLLEY TRANSPORTATION DEVELOPMENT DISTRICT, (the "TDD"), a political subdivision of the State of Missouri created pursuant to the Missouri Transportation Development Act (the "Act"), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (the "Agency") an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the "Compact").

WITNESSETH:

WHEREAS, the TDD, as a political subdivision, is authorized to enter into contracts with the Agency and others in order to carry out the purposes set forth in Section 238.250 of the Missouri Revised Statutes; and, to exercise such other implied powers necessary or convenient for the TDD to accomplish its purposes which are not inconsistent with its express powers;

WHEREAS, the Agency is authorized to plan, construct, operate and maintain passenger transportation facilities and rail terminal facilities; to contract with municipal or other political subdivisions for the services or use of any facility owned or operated by the Agency or owned or operated by such municipality or other political subdivision; to disburse funds for its lawful activities; to contract and be contracted with; and to perform all other necessary and incidental functions;

WHEREAS, pursuant to such authority, the Agency operates and maintains a light rail transit system, including a fleet of rail transit vehicles, and the infrastructure necessary to operate the rail transit system, which includes preventive maintenance and repairs to such vehicles and infrastructure;

WHEREAS, the TDD is responsible for the operation and maintenance of a historic trolley line, including trolley vehicles;

WHEREAS, the TDD has determined that it is cost effective and beneficial to the TDD to outsource the operation of the historic trolley line, including the trolley vehicles;

WHEREAS, the Agency has experience in operating passenger transportation facilities, rail lines and related infrastructure;

WHEREAS, both the Agency and the TDD have the authority to cooperate with one another for furtherance of their purposes; and

WHEREAS, the Agency and the TDD are entering into the Agreement to provide for the Agency's contracted services for the operation of the trolley line, including the trolley vehicles.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions of Words and Terms. The words and terms as used this Agreement shall have the following meanings:

"Agreement" means this Memorandum of Agreement, as from time to time amended in accordance with the terms hereof.

"Agreement Term" means the term of this Agreement as provided in Section 7.6.

"Authorized Agency Representative" means the [position title(s) to be provided by Agency] or such other person at the time designated in writing to act on behalf of the Agency.

"Authorized TDD Representative" means the Executive Director or such other person at the time designated in writing to act on behalf of the TDD.

"Compact" means the compact between the States of Missouri and Illinois pursuant to which the Agency was organized and created as a body politic and corporate authorized by Section 70.370 et seq. the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes and as ratified the United States Congress.

"Loop Trolley" means the trolley vehicles and track system running east-west along Delmar Boulevard between Kingsland Avenue in the City of University City and DeBaliviere Avenue in the City of St. Louis, and north-south along DeBaliviere Avenue between Delmar Boulevard and Lindell Boulevard in the City of St. Louis

"Loop Trolley Project" means the operation and maintenance of the Loop Trolley line and vehicles.

"Resolution" means one or more to be adopted by the Agency to provide for the authorization of this Agreement.

"Services" means all contracted services provided under the Services Agreement between the Agency and the TDD, including, but not limited to, providing personnel, security, cleaning, maintenance and all office/administrative services necessary for the Loop Trolley's operation.

"TDD" means the Loop Trolley Transportation Development District, a political subdivision of the State of Missouri, and its successors and assigns.

"The Agency" means The Bi-State Development Agency of the Missouri-Illinois Metropolitan District, an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body corporate and politic, and its successors and assigns.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Agency. The Agency makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Agency is an interstate transportation authority created by and pursuant to the Compact as a body corporate and politic.

(b) The Agency has lawful power and authority under its Compact to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of its Board of Commissioners, the Agency has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) Beyond initial approval, no further actions or approvals by the Board of Commissioners are necessary in connection with this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Agency will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Agency is a party or by which it, or any of its property, is bound, or the Agency's Compact or Bylaws, or any order, rule or regulation applicable to the Agency or any of its property by any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Agency under the terms of any instrument or agreement to which the Agency is party.

Section 2.2. Representations by the TDD. The TDD makes the following representations as the basis the undertakings on its part herein contained:

(a) The TDD is a political subdivision established pursuant to and in accordance with the Missouri Transportation Development Act for the sole purpose of funding the Loop Trolley.

(b) The TDD has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of the Board of Directors, the TDD has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) No further actions or approvals by the Board of Directors are necessary in connection with this Agreement.

(d) The TDD has applied for a grant from the East-West Gateway Council of Governments on February 10, 2022 to receive supplementary funds to pay the Agency for its services under this Agreement.

(e) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the TDD will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the TDD or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the TDD under the terms of any instrument or agreement to which the TDD is a party.

ARTICLE III

IMPLEMENTATION AND SERVICES

Section 3.1. Operation of Loop Trolley and the Services Agreement. By executing this Agreement, the parties acknowledge and agree to enter into a Services Agreement in the future describing the details of the Agency's operation of the Loop Trolley including, but not limited to, the hours of operation, cost per service and other conditions under which Agency will operate the Loop Trolley. The parties acknowledge and agree that this Agreement, and the Services Agreement, contemplate strictly a fee for the Agency's contractual services to operate the Loop Trolley. By entering into this Agreement and the Services Agreement, the Agency is considered an independent contractor, and not a partner or joint venture in the Loop Trolley Project. The parties agree that the Services provided by the Agency may be modified at a later date and all modifications to the Services must be in writing. The Services Agreement will address the procedure for documenting and recording all Services provided by the Agency, and for the invoicing of the TDD for the Services performed, and the payment thereof.

Section 3.2. Loop Trolley Information and Programs. The TDD agrees to provide the Agency with access to all necessary information and programs necessary for the successful operation of the Loop Trolley, and to pay the Agency for the Services invoiced under the Services Agreement. Further, the parties acknowledge that based on preliminary Agency budgets, the TDD's current tax revenues will not be sufficient to cover the cost of the Agency services, and the TDD agrees to continue to pursue a grant from the East-West Gateway Council of Governments to generate additional funds to pay for the Agency's services under the Services Agreement.

ARTICLE IV

TERMINATION

Section 4.1. Either party for its convenience, and without cause or for any reason whatsoever, may terminate this Agreement by providing written notice of termination, sent certified mail, return receipt requested, to the other party at least 120 days in advance of the effective date of the termination.

The termination of this Agreement shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party that are expressly intended to survive termination.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default under this Agreement:

(a) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the TDD's part to be observed or performed, and the continuance of such default for 15 days after the Agency has given to the TDD written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the TDD has commenced such cure within said 15-day period, and (ii) the TDD diligently cure to completion; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the Agency's part to be observed or performed, and the continuance of such default for 15 days after the TDD has given written notice to the Agency specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the Agency has commenced such cure within said 15-day period, and (ii) the Agency diligently prosecutes such cure to completion.

Section 5.2. Remedies on Default. If any Event of Default has occurred and is continuing, the Agency or the TDD may, at such party's election, take any of the following actions:

(a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the TDD or the Agency, as applicable, and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or

(b) take any action at law or in equity to enforce this Agreement.

Section 5.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Agency and the TDD hereunder, and those provided by law, shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Agency and the TDD shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 5.4. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

ARTICLE VI

ASSIGNMENTS

Section 6.1. No Assignment. Neither party to this Agreement shall assign the Agreement in whole or in part without the written consent of the other, nor shall either party assign any monies due, or to become due, hereunder without the previous written consent of the other party.

Section 6.2. Third Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

ARTICLE VII

INDEMNIFICATION, IMMUNITY AND INSURANCE

Section 7.1. Indemnification. To the fullest extent permitted by applicable law, the TDD shall indemnify, defend and hold harmless the Agency, its Commissioners, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the actions of the TDD, its officers, employees or agents acting within the scope of their employment, by an intentional wrongful act or the negligence of the TDD, its officers, agent or employees; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of the Agency, its Commissioners, employees, officers or agents.

Section 7.2 Immunity. Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity, which would otherwise exist as to the Agency, nor shall this be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the TDD or the Agency and the immunity of their agents, officer and employees.

Section 7.4. Insurance and Self-Insurance. It is hereby understood and acknowledged that the Agency is self-insured or has insurance for purposes of general liability, commercial general liability, automobile liability, professional liability, and workers compensation/employer liability. It is further understood and acknowledged that the TDD is self-insured for purposes of workers compensation, premiums and losses. Additional insurance may be addressed under the Services Agreement and the parties acknowledge that the cost of Agency insurance to operate the Loop Trolley under this Agreement will be included as part of the cost of services invoiced to the TDD.

Section 7.5. TDD and Federal Transit Administration (“FTA”). The parties acknowledge that the TDD and other individuals, not parties to this Agreement, received a correspondence dated December 27, 2021, indicating that the FTA was evaluating whether the named parties were in compliance with the terms and conditions contained in each of the five grants that FTA has awarded for the Loop Trolley and the FTA’s Master Agreement (the “Letter”). The parties hereto acknowledge and agree that the Agency is not a party to such FTA Master Agreement and as such has no liability or obligations thereunder. Further, nothing in this Agreement or the Services Agreement shall be construed to impose any liability on the Agency relating to the FTA Master Agreement and the obligations of the TDD thereunder.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 7.1. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

(a) To the Agency:

Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
211 North Broadway, Suite 700
St. Louis, Missouri 63102
Attention: Taulby Roach, President and CEO

(b) To the TDD:

Loop Trolley Transportation Development District
6504 Delmar Boulevard
St. Louis, Missouri 63130
Attention: Craig Heller, Executive Director

All notices given by first class, certified or registered mail shall be deemed duly given three business days following the date they are so mailed. The Agency and the TDD may from time to time designate, by notice given hereunder to the other party, another address to which subsequent notices or other communications shall be sent.

Section 7.3. Amendments and Modifications. Any amendment or modification of this Agreement, or any consent required pursuant to the provisions of this Agreement, shall be authorized solely by the requisite vote of the governing body or department head of the TDD or the Agency granting such consent or, in the case of amendments or modifications by the governing body or department head of the party or by the officers authorized by such governing body or department head.

Section 7.4. Partial Invalidity. All provisions of this Agreement are material and substantive and therefore, if any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the entire Agreement shall be held invalid and of no force and effect.

Section 7.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Agreement, the provisions of the Compact shall prevail over any conflicting provisions of other Missouri laws.

Section 7.6. Agreement Term. This Agreement shall remain in full force and effect from and after its execution by all parties and shall remain in effect until June 30, 2025, unless otherwise terminated as provided hereunder.

Section 7.7. Execution in Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

ARTICLE VIII

UNAUTHORIZED ALIEN EMPLOYEE

Section 8.1. Unauthorized Alien Employee. Of this contract or grant, pursuant to the provisions 285.555 of the Revised Statutes Missouri as amended, by **sworn affidavit and provision of documentation** (Exhibit A), its enrollment and participation a federal work authorization program with respect to the employees working in connection with this Agreement. The Agency shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by The Agency on _____, 2022.

THE BI-STATE DEVELOPMENT AGENCY OF
THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT

[SEAL]

By: _____
Name: Taulby Roach
Title: President & CEO

Attest:

By: _____
Name: Barbara A. Enneking
Title: General Counsel

Executed by the Loop Trolley Transportation Development District on _____, 2022

LOOP TROLLEY TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTE: Signature page AND front page of Memorandum of Understanding with Homeland Security for E-Verify must be submitted with proposal,

STATE OF _____)
)SS.
 COUNTRY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name)
 who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____ (Contractor)

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with the contracted services under this Agreement.

 Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2022.

 Notary Public

My Commission Expires:

PERFORMANCE

Metro Transit Workforce At-A-Glance

Sign-on and Retention Bonuses

- 136 new hires since sign-on bonus program began.
- 19 sign-on bonuses paid to date. (1st installments)
- 2nd installments begin in March.
- 2nd Installment of Retention bonuses scheduled for March.

Recruiting & Training Capacity

- 2 classes per month scheduled for Call-A-Ride
- 1 class every 8 weeks for MetroBus is scheduled.
- 8 MetroLink Operators expected to graduate on February 21st. (Included in 97 below)

Recruitment Progress

- Starting wage rates were increased for these critical positions to make BSD competitive in this tough employment market. Feedback from ATU and employees is positive.
- Monthly Open Houses for on-the-spot hiring events continue to attract candidates.
- Buzz and The Hub are focused on providing updated information on recruiting and retention. Stories of successful promotions of employees have been added to the dialogue of why to work and recruit friends to work at BSD.
- Project began to identify options for retaining bus operator trainees who are unsuccessful on their CDLs in other BSD roles.

Status of Operations

MetroBus	4,624 missed trips in January due to workforce shortage. This is 4.67% of the total trips
MetroLink	Zero missed trips. TSMs have supplemented service.
Call-A-Ride	9,490 denied boardings of the 42,963 trips requested in January. This is 22.1% of the total trips.

A MetroBus service change is expected in March to minimize the number of missed trips based on workforce shortages.

Recruiting & Training Pipeline (January)

	Applications Received	Candidates in Process	Candidates Scheduled for Training	Trainees in Process
MetroBus Operators	129	40	4	16
Call-A-Ride Operators	96	13	3	8
1A Mechanics	15	2	0	4
Electro-Mechanics	10	2	0	0
Electricians	12	3	0	1

Staffing Levels

	MetroBus Operators	MetroLink Operators	Call-A-Ride Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMechanics	Electricians
Budgeted Positions	789	102	201	46	231	40	60
Active Employees	669	97	143	37	199	30	49
Percent Shortage	15.21%	4.90%	28.86%	19.60%	13.85%	25.00%	17.00%