



Safety & Security Committee

Open Meeting

Thursday, April 8, 2021 at 8:30 AM

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



Safety & Security Committee Meeting -- April 8, 2021 -- 8:30 AM

Notice of Meeting and Agenda - REVISED

1. Call to Order	Approval	Chair Simmons
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Simmons
4. Approval of Minutes of the January 14, 2021 Safety & Security Committee, Open Meeting	Approval	Chair Simmons
A. Draft Minutes 01-14-2021 Security Committee Open Meeting - Page 3		
5. Approval of Minutes of the February 8, 2021, Safety & Security Security Committee Special Meeting, Open Meeting	Approval	Chair Simmons
A. DRAFT Minutes 02-08-2021 Security Committee Open Meeting - Page 7		
6. Memorandum of Understanding with the City of Normandy, MO Police Department for Secondary Police Officers	Approval	K. Scott
A. Briefing Paper - Page 11		
B. Normandy PD - Memorandum of Understanding - Page 12		
7. Law Enforcement Services Agreement between Bi-State Development Agency and St. Clair County, Illinois for services provided by the St. Clair County, Illinois Sheriff's Department	Approval	K. Scott
A. Briefing Paper - Page 17		
B. St. Clair County Sheriff Agreement - Page 18		
8. Update - Change to NIBRS from UCR Crime Reporting	Information	S. Berry
9. Annual Updates to Working Documents (PTASP, SSP and EOP)	Information	S. Berry
10. Training Update	Information	S. Berry
11. Unscheduled Business	Information	Chair Simmons
12. President/CEO Report	Information	T. Roach
13. Motion to Move to Executive Session	Approval	Chair Simmons
If such action is approved by a majority vote, the Committee 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); Security under §10.080(D)(11); and Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16).		
14. Reconvene to Open Session	Approval	Chair Simmons
15. Adjournment	Approval	Chair Simmons

**BI-STATE DEVELOPMENT
SAFETY & SECURITY COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
January 14, 2021**

(Immediately following Special Meeting of Board of Commissioners)

Sub-Committee Members Participating via Zoom

Rose Windmiller
Vernal Brown
Fred Pestello

Herbert Simmons, Chair
Irma Golliday
(Derrick Cox – Absent)

Other Commissioners Participating via Zoom

Sam Gladney
Nate Johnson

Terry Beach
(Justin Zimmerman – Absent)

Staff Participating via Zoom

Taulby Roach, President and Chief Executive Officer
Myra Bennett, Manager of Board Administration
Brenda Deertz, Administrator / Executive Assistant to the President & CEO
Stephen Berry, General Manager - Public Safety
Kevin Scott, Director - Public Safety
Jessica Mefford-Miller, Executive Director Metro Transit
Ted Zimmermann, Vice President Marketing & Communications
Charles Stewart, Executive Vice President Organizational Effectiveness
Virgie Chaffen, Director of Labor Relations

Others Participating via Zoom

Captain Melissa Webb, St. Louis County Police Department
ASL Interpreter, Karen Sneed
ASL Interpreter, Rebecca Pursley

1. Open Session Call to Order

9:42 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Safety & Security Committee Meeting to order at 9:42 a.m.

2. Roll Call

9:42 a.m. Roll call was taken, as noted above.

3. Public Comment

9:42 a.m. Chair Simmons asked Ms. Bennett if any speaker cards were submitted for today's meeting. Ms. Bennett noted that no comment cards were received.

4. Introduction of St. Louis County Police Captain Melissa Webb as Police Task Force Commander

9:42 a.m. Kevin Scott, Director of Public Safety, introduced St. Louis County Police Captain, Melissa Webb, as the new Police Task Force Commander. He provided background information regarding her credentials and achievements, noting that she has been serving in this capacity for approximately three and a half months. He stated that Captain Webb is a progressive leader, who truly understands the comprehensive and holistic approach we are trying to implement from a public safety perspective. Captain Webb addressed the Commissioners, stating that it has been her pleasure to have been serving in this new capacity. She stated that she believes in the regionalization of our community, and that we must stop acting in a segmented manner. Captain Webb stated that this also goes for MetroLink. She stated that we can no longer look at the Metro Area as "St. Clair County", "St. Louis County", "St. Louis City", but rather, as a single community.

Chair Simmons thanked Captain Webb for her regional approach. Members of the Board of Commissioners welcomed Captain Webb, and thanked her for her service.

5. Approval of the Minutes of the August 13, 2020, Security Sub-Committee Meeting

9:49 a.m. The minutes of the August 13, 2020, Security Sub-Committee Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Brown and seconded by Commissioner Golliday. (Commissioner Windmiller and Commissioner Gladney abstained from the vote.) **The motion passed.**

6. Presentation – Exclusions under the Metro Transit System Ride and Abide Policy

9:50 a.m. An update regarding this item was provided by Stephen Berry, General Manager of Public Safety. Mr. Berry noted that the new Ride and Abide Policy has been in effect for several months, and they are having success with the program. He stated that the program shows great promise in delivering on the expectations that were set. Mr. Berry stated that there are currently 14 participants in the program, and that they have received no requests for hearings. He stated that this program focuses on the 5% of offenses that are related to trespassers, damage to the buses, rail cars, and platforms, as well as repeat offenders. He noted that overall, the program is going very well. (This item was provided as information only.)

7. Summary of Media and Community Engagement Efforts

9:54 a.m. A presentation regarding this item was provided by Kevin Scott, Director of Public Safety, Ted Zimmerman, Vice President Marketing & Communications, and Patti Beck, Director of Communications. Mr. Scott stated that he cannot stress enough about re-selling our product to the community. He stated that it is the goal to provide a safe, welcoming service to the region. Mr. Scott stated that he has been working closely with Ted Zimmerman and his team to develop innovative approaches and make outreach more effective, as well as build relationships within the

community. He noted that a summary was e-mailed to the Board as an overview of the items that they have been working on.

Mr. Zimmerman gave an overview of the summary. He stated that they want to ensure that information regarding the real progress that has been made regarding safety and security reaches the community. He stated that they are building relationships with strong media partners, which assist in setting the record straight, when there is false or misleading information regarding the system. He stated that his team has been requesting additional air-time, in order to get our message out to the public. Mr. Zimmerman stated that they are also looking at ways in which to proactively broadcast our messages to the community, and highlight the vital role that Bi-State and Metro Transit play in the region.

Chair Simmons stated that he can see the success that they are having, by the reduction of negative comments in the media. He commended staff for their work. Commissioner Windmiller posed questions regarding the third parties that staff is working with in these efforts. Mr. Zimmerman noted that one of the main groups they are working with is CMT; however, other groups assist within other industries, such as tourism, hospitality, and planning/development. Commissioner Windmiller encouraged the team to reach out to the higher education communities in the region, as well. Commissioner Pestello agreed. Commissioner Simmons asked if any outreach has been done with regard to the appointment of the new Police Captain, and introducing her to the public. Mr. Scott stated that Mr. Zimmerman has been working on this, and is continuing to do this. Mr. Scott stated that it is important to show that Safety and Security has meshed into a “one team component”, and has become an example to the region. Mr. Zimmerman stated that he would like to acknowledge that it is not only he and Patti Beck that are making these changes happen, but instead an entire team involved in social media and outreach who are making these changes possible. The Commissioners commended the team for their work. (This item was provided as information only.)

(Commissioner Johnson left the meeting at approximately 10:00 a.m.)

8. Update on Comprehensive Training Program

10:04 a.m. An update regarding this item was provided by Stephen Berry, General Manager of Public Safety. Mr. Berry noted that approximately one year ago, BSD was awarded a training grant that allows us to reach out to staff at a higher level, and allows us to hire third party experts in the fields of mental health, trauma, human trafficking, de-escalation, and safety and security training. He noted that it has allowed them to build a robust training platform.

Mr. Berry noted that this program began on January 5th, and has received a high level of participation. He noted that mid-level supervisors have been encouraged to participate in the trainings, and are anticipating opening the training to all employees and contractors, as well as our partners. He stated that this should be completed by mid-July. Chair Simmons thanked Mr. Berry and stated that he appreciates the progress that is being made. (This item was provided as information only.)

9. Update on Systems Safety and Bi-State Development Oversight

10:09 a.m. An overview of this item was provided by Stephen Berry, General Manager of Public Safety. Mr. Berry noted that they have been successful in turning in the public transportation, safety and oversight plan, which was executed in July. He reported that they are now going into

review of the plan, and they anticipate no major concerns. He noted that there will be a report presented to the Board in the spring. Mr. Berry reported that there have been no major violations with regard to the Metro Transit system. He noted that the third quarter performance report is available, if the Board is interested. (This item was provided as information only.)

10. Motion to move Executive Session (if needed)

10:12 a.m. Chair Simmons stated that the only item for consideration on the Executive Session agenda is the Approval of the Minutes of the August 13, 2020 Security Sub-Committee, Executive Session Meeting. He noted that, if there are no corrections to these minutes, and no discussion is necessary, the Committee could proceed to a motion and vote, without going into Executive Session. The Committee agreed.

Chair Simmons asked for a motion to approve the minutes of the August 13, 2020, Security Sub-Committee Meeting, Executive Session, as presented, as a closed record. The motion was made by Commissioner Pestello and was seconded by Commissioner Brown. The poll of the Committee being:

Rose Windmiller – Abstain
Vernal Brown – Yea
Fred Pestello – Yea
Sam Gladney – Abstain

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

The motion passed.

11. Adjournment

10:14 a.m. Chair Simmons asked if there was any further business; being none, Commissioner Windmiller 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 10:14 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
SAFETY & SECURITY COMMITTEE
SPECIAL MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
February 8, 2021 @ 9:00 AM**

Committee Members Participating via Zoom

Rose Windmiller
Vernal Brown
Fred Pestello

Herbert Simmons, Chair
Derrick Cox
Irma Golliday – Absent

Other Commissioners Participating via Zoom

Sam Gladney
Nate Johnson

Terry Beach
Justin Zimmerman

Staff Participating via Zoom

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Administrator / Executive Assistant to the President & CEO
Stephen Berry, General Manager - Public Safety
Kevin Scott, Director - Public Safety
Vernon Summers, Manager - Contract Security
Jessica Mefford-Miller, Executive Director Metro Transit

Others Participating via Zoom

Lurae Stewart, WSP
Rebecca Pursley, ASL Interpreter

1. **Open Session Call to Order**
9:00 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Security Sub-Committee Meeting to order at 9:00 a.m.
2. **Roll Call**
9:00 a.m. Roll call was taken, as noted above.
3. **Public Comment**
9:01 a.m. Chair Simmons asked Ms. Bennett if any speaker cards were submitted for today's meeting. Ms. Bennett noted the following comments were submitted:

From: Catina Wilson (February 5, 2021)
Subject: Public Comment Form Submission
Representing: the members of ATU Local 788
Topic: Safety
Comments: Community public health concerns and safety or the lack of safety for our members, and Public Safety Officers.

From: Tom Sullivan (February 7, 2021)
Subject: Public Comment Form Submission
Representing: Self
Topic: Safety & Security Committee Meeting 2/8/21
Comments: Please keep the entire meeting open.

4. Comments

9:02 a.m. Kevin Scott, Director of Public Safety, gave a summary of an incident which occurred on January 31, 2021, which resulted in the death of a contracted Metro security officer, Mr. James Cook, who was employed through the Agency's contract with G4S. He stated that our hearts go out to Mr. Cook's wife and children, and the team is deeply saddened by this brutal ambush. He stated that the Security team continues to work with the Police Department in the investigation. Mr. Scott stated that the team grieves for Mr. Cook's wife, and stated that the Agency will do everything it can in the prosecution of this incident.

5. Motion to move to Executive Session

9:06 a.m. Chair Simmons 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) (11) – Security.

A motion to move into Executive Session was made by Commissioner Beach and seconded by Commissioner Brown. Discussion was held regarding the agenda. Chair Simmons called for the vote, and a roll call vote was taken as follows:

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

Herbert Simmons – Yea
Derrick Cox – Nay
Terry Beach – Yea
Justin Zimmerman – Nay

The motion passed, and the Committee moved into Executive Session at 9:08 a.m.

6. Reconvene to Regular Meeting

10:24 a.m. The Committee reconvened to the regular meeting at approximately 10:24 a.m. Commissioner Cox stated that he feels that there are two questions, 1) Should officers be able to protect themselves, and 2) is this legal under the Compact agreement? Commissioner Cox then said that he would like to present a question of does the Bi-State Board of Commissioners believe

that MetroLink Security officers should be armed after completing a high degree of weapons training?

After discussion of the appropriate wording of the motion at the committee level, Commissioner Cox made a motion that the Safety & Security Committee recommend to the Board of Commissioners that MetroLink Security Officers be armed, after receiving a high degree of weapons training. The motion was seconded by Commissioner Zimmerman. Discussion was held.

Commissioner Zimmerman stated that we all want a safe environment for our riders and employees. He stated that it makes sense to have some armed security on the system; however, he understands that the Agency has limitations. Commissioner Gladney stated that he does not feel that everything is fine, but also does not support the idea to give everyone a gun. He stated that the Agency does have armed Police on the system, and feels that it is premature to discuss arming of G4S staff. He stated that Agency must also consider input from our partners regarding this issue. Commissioner Beach stated that he agrees with Commissioner Gladney's comments, and he thanked Kevin Scott for his previous work in acquiring additional secondary police officers for the system. Commissioner Johnson indicated that he agrees with Commissioner Gladney and Commissioner Beach. Commissioner Pestello stated that he agrees. He noted that this is a complex situation. Commissioner Brown agreed. She asked if other security measures could be considered, specifically the use of metal detectors. President/CEO Roach stated that this is a complex situation, and must be looked at from the perspective of the integrated Plan. He noted that the WSP Plan took nearly two years to complete, and any proposed changes must be evaluated. He stated that he cannot support any proposal that could not be legally implemented.

Commissioner Cox stated that it is not fair to the security guards to have "no protection". Commissioner Zimmerman stated that the question is regarding contract security versus Metro employees, and the decision to disarm internal employees. He asked if there is an option with regard to this issue. Kevin Scott noted that the Compact agreement governs this issue. He noted that there are a lot of moving pieces regarding this issue, not only the Compact itself, but also with the laws of the State of Missouri and the State of Illinois. Commissioner Simmons stated that Mr. Scott and his team have done a wonderful job, but needs the input and support of the Board.

President/CEO Roach noted that there are different weapons available to staff, in different tiers, throughout the security system. He stated that it is impossible to focus on only one aspect of the system, without also having a discussion regarding training. He stated that, with regard to firearms, there must be a badge behind them.

Commissioner Windmiller asked if the Board could get a legal interpretation of the Compact agreement regarding this motion. Barbara Enneking, General Counsel, stated that this discussion should occur in Executive Session due to legal considerations. Commissioner Windmiller stated that she cannot vote in favor of the current motion, without knowing the legality of what is being proposed. Commissioner Cox asked if the motion was made legally. Ms. Enneking clarified that the motion was legally made, however the content of the motion, as proposed, would have potential legal and liability ramifications. Commissioner Cox stated that laws can be changed. Chair Simmons called for the vote on the motion, as presented.

With regard to the motion made by Commissioner Cox that the Safety & Security Committee recommend to the Board of Commissioners that MetroLink Security Officers be armed, after receiving a high degree of weapons training, and seconded by Commissioner Zimmerman, a roll call vote was taken, as follows:

Rose Windmiller – Nay
Vernal Brown – Nay
Fred Pestello – Nay
Nate Johnson – Nay
Sam Gladney – Nay

Herbert Simmons – Nay
Derrick Cox – Yea
Terry Beach – Nay
Justin Zimmerman – Yea

The motion failed.

7. Adjournment

11:04 a.m. Chair Simmons asked if there was any further business; being none, Commissioner Zimmerman made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 11:04 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

From: Kevin Scott, General Manager of Field Security
Subject: **Memorandum of Understanding with the City of Normandy, Missouri, Police Department for Secondary Police Officers**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Field Security

Objective:

To present to the Safety & Security Committee, for review and referral to the Board of Commissioners for approval, a request for approval of the Memorandum of Understanding with the City of Normandy, Missouri, Police Department, in order to obtain the services of Secondary Police Officers.

Background:

In order to enhance the security services on the Metro Transit System, Bi-State Development (BSD) has established an availability pool of off-duty law enforcement officers, whose deployments are varied to compliment the Regional MetroLink Police Task Force and the two forward facing security elements (G4S and TSS). It has been our vision to expand the secondary pool to include municipal law enforcement whose jurisdictions are positioned along the MetroLink alignment. The Normandy Police Department is a certified Missouri law enforcement agency through the Missouri Police Chiefs Association Certification Process, and in accordance, all Normandy Officers hold a Missouri POST Class A Peace Officer's License and are in good standing.

Furthermore, under St. Louis Metropolitan Security Licensing for Certified Law Enforcement Officers, we will be able to utilize these police officers on our properties and modes of transportation anywhere in our Missouri service areas.

Analysis:

The further engagement of secondary police officers will allow for greater and more effective targeted utilization of law enforcement personnel, BSD public safety staff, and contracted security services.

Committee Action Requested:

Management requests that the Safety & Security Committee accept the Memorandum of Understanding with the City of Normandy, Missouri, Police Department and recommend final approval to the full Bi-State Board of Commissioners, in order to obtain the services of off-duty Normandy, Missouri Police Officers.

Attachments:

Memorandum of Understanding with City of Normandy, Missouri, Police Department for Secondary Police Officers

Funding Source:

BSD General Operating Budget for Secondary Law Enforcement, at the established and approved rate of \$33.00 per hour.

MEMORANDUM OF UNDERSTANDING
FOR SECONDARY- CITY OF NORMANDY, MO POLICE DEPARTMENT POLICE
OFFICERS

This Memorandum of Understanding, made this ____ day of _____, 2021, is by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) and the City of Normandy, MO Police Department (“Normandy”).

WHEREAS, the Agency is authorized, pursuant to the Compact between the states of Illinois and Missouri, to engage peace officers through contracts with law enforcement agencies;

WHEREAS, the Agency desires to contract with the City of Normandy, MO Police Department for the engagement of Normandy Police Department off-duty police officers licensed by and in good standing with the State of Missouri (“City of Normandy, MO Police Department Officers”) for police protection and presence on the Agency’s facilities and conveyances, including the light rail system; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, by and between the parties hereto, it is mutually agreed as follows:

1. The City of Normandy, MO Police Department agrees to permit the Agency to the engage City of Normandy, MO Police Officers to provide law enforcement activities on Agency property during such officers’ off duty hours on an as-requested basis as determined by the Agency. Each City of Normandy, MO Police Officer engaged by the Agency for off-duty law enforcement activities shall complete a Secondary Police Officer Acknowledgement, attached hereto and incorporated herein as Attachment 1.
2. The City of Normandy, MO Police Department represents and warrants that all City of Normandy, MO Police Department Officers it permits the Agency to engage pursuant to this Memorandum of Understanding are police officers licensed by, and in good standing with, the State of Missouri. The City of Normandy, MO Police Department shall notify the Agency if any City of Normandy, MO Police Department Officer ceases to be licensed by, and in good standing with, the State of Missouri.
3. The City of Normandy, MO Police Department shall provide and permit City of Normandy, MO Police Officers to utilize City of Normandy, MO Police Department equipment during the course of secondary activities for the Agency. Officers from the City of Normandy, MO Police Department shall adhere to the licensing requirements set forth by the St. Louis Metropolitan Private Security Division. Officers shall qualify with his/her service pistol in accordance with their respective departments’ firearms policy and/or St. Louis Metropolitan Private Security Division requirements. Officers shall wear his/her duty gear and a shirt or jacket with “Police” clearly visible on both the front and rear of the outermost garment. Officers will submit to the Agency proof of proper certification(s) for firearms training and non-lethal items worn during the course of their respective shifts.

4. The parties acknowledge that City of Normandy, MO Police Officers' participation in secondary activities is voluntary and that there can be no guarantee that an off-duty assignment will be filled by any City of Normandy, MO Police Department Officer. However, the parties also acknowledge that the Agency has the exclusive right to reject any particular City of Normandy, MO Police Department Officer and to terminate any City of Normandy, MO Police Department Officer's secondary assignment at any time for any reason at the discretion of the Agency.
5. The Agency is solely responsible for compensating City of Normandy, MO Police Department Officers for secondary activities in accordance with rates approved by the Agency. The Agency shall compensate City of Normandy, MO Police Department Officers for any warrant time, court standby, court appearances, or other related events resulting from an arrest made by a City of Normandy, MO Police Department Officer during the course of their law enforcement activities for the Agency. City of Normandy, MO Police Department Officers are responsible for their own tax liability, and the Agency shall provide each City of Normandy, MO Police Department Officer with the proper proof of income paid pursuant to this Memorandum of Understanding.
6. The Agency agrees to provide Worker's Compensation, or other comparable medical and disability insurance coverage, to City of Normandy, MO Police Department Officers injured while engaged in off duty law enforcement activities for the Agency.
7. To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and its Commissioners, officers, elected 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 negligent or intentional activities of the indemnifying party, or its Commissioners, officers, elected officials, agents, or employees acting within the scope of this Memorandum of Understanding, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the indemnified party or its Commissioners, officers, elected officials, agents, or employees. Such obligations shall not be construed to waive, negate, abridge or reduce the sovereign immunity of the Agency, the City of Normandy, MO Police Department, or the immunity of their respective Commissioners, officers, elected officials, agents, or employees.
8. This Memorandum of Understanding shall remain in full force and effect until terminated or renegotiated by the Agency and the City of Normandy, MO Police Department.

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

THE BI-STATE DEVELOPMENT

AGENCY OF THE MISSOURI- ILLINOIS

METROPOLITAN DISTRICT

Name: Taulby Roach

Title: President and CEO

CITY OF NORMANDY, MO POLICE DEPARTMENT

Name: Mark Hall

Title: Chief of Police

ATTACHMENT 1

BI-STATE DEVELOPMENT AGENCY **SECONDARY CITY OF NORMANDY, MO POLICE DEPARTMENT POLICE** **OFFICER ACKNOWLEDGMENT**

In addition to other acknowledgments that may be required by the City of Normandy, MO Police Department, the undersigned employee of the City of Normandy, MO Police Department (the “Secondary Officer”) hereby specifically acknowledges, understands, and agrees that:

- 1) in order to be eligible to engage in off duty police activities for the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) the Secondary Officer must be licensed by, and in good standing with, the State of Missouri and complete the following additional training requirements relating to public transit: Metro TIER 1, Metro Transit Emergency Principles and Procedures, Metro Drug and Alcohol, Metro Transit Customer Service, and Metro System Training, any and other system wide mandated training; and
- 2) when engaged in off duty police activities for the Agency, the Secondary Officer is performing “safety sensitive functions” for the Agency, as that term is defined in 49 CFR 655.4. As such, the Secondary Officer acknowledges, understands, and agrees to be subject to the Agency’s Drug & Alcohol Policy & Plan, including but not limited to: random drug and alcohol testing, post-accident drug and alcohol testing, and reasonable suspicion drug and alcohol testing; and
- 3) when engaged in off duty police activities for the Agency, the Secondary Officer is covered by the Agency’s Worker’s Compensation insurance for injuries arising out of the Secondary Officer’s off duty police activities for the Agency; and
- 4) the Secondary Officer may not work for the Agency for more than 30 hours per week; and
- 5) the Agency may reject or terminate any Secondary Officer’s secondary assignment at any time, for any reason, at the discretion of the Agency; and
- 6) the Secondary Officer shall not respond to inquiries from the media, attorneys, the public, etc., related to any incident that occurs while the Secondary Officer is engaged in off duty police activities for the Agency, except as directed by the Agency in accordance with the Agency’s policies and Standard Operating Procedures.

By signing below, I certify that I have read the terms of this Acknowledgment, as well as all applicable Agency policies and procedures, fully understand its terms, and voluntarily agree to be bound by these terms.

Secondary Officer Signature

Secondary Officer Printed Name

Date

**Bi-State Development Agency
Safety & Security Committee
Open Session Agenda Item
April 8, 2021**

From: Kevin Scott – General Manager of Field Security
Subject: **Law Enforcement Services Agreement between Bi-State Development Agency and St. Clair County, Illinois for services provided by the St. Clair County, Illinois Sheriff's Department**
Disposition: Approval
Presentation: Kevin Scott – General Manager of Field Security

Objective:

To present to the Safety & Security Committee, for review and referral to the Board of Commissioners for approval, a request that the President and CEO be authorized to enter into a Law Enforcement Services Agreement between Bi-State Development and St. Clair County, Illinois for law enforcement services provided by the St. Clair County, Illinois Sheriff's Department.

Background:

The current Law Enforcement Services Agreement with St. Clair County, Illinois is termed as a one (1) year Agreement and expires on June 30, 2021. In preparation, please find our proposed renewal for another one (1) year term, commencing on July 1, 2021 and expiring on June 30, 2022. This new Agreement reflects no modifications in service levels from the current Agreement. The assigned personnel from the St. Clair County, Illinois Sheriff's Department provide dedicated law enforcement services for MetroLink operations in Illinois.

Analysis:

The engagement of law enforcement services is focused on the enforcement of laws and ordinances relating to MetroLink platforms and light rail vehicles in Illinois, and is an imperative complement to our overall layered security structure.

Committee Action Requested:

Management requests that the Safety & Security Committee accept, and recommend to the Board of Commissioners for approval, authorization of the President and CEO to approve the renewal of the Law Enforcement Services Agreement with St. Clair County, Illinois.

Attachments:

Law Enforcement Services Agreement between Bi-State Development and St. Clair County, Illinois for services provided by the St. Clair County, Illinois Sheriff's Department.

Funding Source: Bi-State Development General Operating Budget

LAW ENFORCEMENT SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement"), is made and entered into by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Bi-State"), and ST. CLAIR COUNTY, ILLINOIS for services provided by the ST. CLAIR COUNTY SHERIFF'S DEPARTMENT ("St. Clair County Sheriff's Department").

WHEREAS, Bi-State operates the MetroLink light rail system ("Metrolink System"), in St. Clair County, Illinois; the City of St. Louis, Missouri and St. Louis County, Missouri; and

WHEREAS, Bi-State is responsible for the operation of the St. Clair County MetroLink extension; and

WHEREAS, an integral part of Bi-State's operation is the security of its customers who ride upon the MetroLink System; and

WHEREAS, Bi-State desires to provide its MetroLink trains with additional law enforcement protection and presence; and

WHEREAS, the St. Clair County Sheriff's Department provides law enforcement service throughout St. Clair County, utilizing qualified and trained deputy sheriffs; and

WHEREAS, Bi-State has adopted ordinances regulating the behavior of its patrons on MetroLink trains and their attendant facilities; and

WHEREAS, the parties desire to enter into a Service Agreement whereby the St. Clair County Sheriff's Department will provide certain law enforcement services including the enforcement of such ordinances as Bi-State may adopt, and Bi-State will compensate the St. Clair County Sheriff's Department for such services; and

WHEREAS, Bi-State also desires to have such deputy sheriffs serve as good will ambassadors for Bi-State in the performance of their duties; and

NOW, THEREFORE, in consideration of the premises set forth hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bi-State and the St. Clair County Sheriff's Department hereby agree as follows:

ARTICLE I-TERM

1.1 Term. This Service Agreement shall commence on July 1, 2021 and shall be for a term of twelve (12) months, ending on June 30, 2022.

1.2 Early Termination. Either party can terminate its rights and obligations under this Service Agreement, provided that sixty (60) days advance notice is given to the other party.

ARTICLE II -COMPENSATION

2.1 Compensation. Bi-State agrees to pay St. Clair County Sheriff's Department, for services provided by the St. Clair County Sheriff's Department as enumerated in this Agreement and illustrated in Exhibit A, an amount not to exceed ONE MILLION EIGHT HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED FOUR DOLLARS AND SIXTY EIGHT CENTS (\$1,848,904.68.) for the period of July 1, 2021 to June 30, 2022. St. Clair County Sheriff's Department shall invoice Bi- State on a monthly basis at the rate outlined in Exhibit A, attached hereto and made a part hereof. Actual cost is at all times subject to verification by an independent outside auditor. Bi-State's auditors may meet semiannually with St. Clair County Sheriff's Department (November and May) to review and reconcile costs, with the necessary adjustments being made to the payment schedule.

2.2 Time and Manner of Payment. Bi-State shall pay St. Clair County Sheriff's Department monthly in accordance with the terms and schedules attached hereto as Exhibit A. In addition, the St. Clair County Sheriff's Department shall submit monthly invoices for the expenses incurred by the St. Clair County Sheriff's Department beyond normal or ordinary expenses or for expenses incurred in carrying out the duties prescribed hereunder other than during normal scheduled hours that have been discussed with and approved by Bi- State in advance and that are verified by written documentation regarding the amount, nature, and justification for same. The scheduled monthly payments are based upon each deputy sheriff being present for duty full time for two-hundred twenty (220) days annually at eight (8) hours per shift, or one-hundred forty-seven (147) days annually at twelve (12) hours per shift. The actual time on duty as documented pursuant to Section 3.1 of this Agreement shall be reviewed between the parties on a quarterly basis until the expiration of this Agreement. If, following the quarterly reviews and reconciliations, it is determined that the St. Clair County Sheriff's Department deputies did not work the appropriate number of hours based upon such rate of availability, then a proportionate adjustment to the compensation shall be made by a reduction in the next following month's scheduled payment. In the event, however, that there are no further payments due from the St. Clair County Sheriff's Department to Bi-State, or if any such remaining payments are insufficient to allow for such proportionate adjustment, then such adjustment, or any portion thereof not able to be adjusted

against a remaining payment or payments, shall be reimbursed directly from the St. Clair County Sheriff's Department to Bi-State. If such an adjustment(s) reduces the scheduled payment to the St. Clair County Sheriff's Department, and a subsequent review shows that the St. Clair County Sheriff's Department officers have, in fact, provided, in whole or in part, those work hours for which such prior adjustment was made, Bi-State shall then pay the St. Clair County Sheriff's Department the amount of said prior adjustment to the extent the cumulative hours subsequently worked shall have made up for such prior shortage of hours. In this manner a compensation adjustment in a prior period can be restored in a subsequent period such that the net adjustment shall be based upon the total hours worked over the entire term of this Agreement. Work time lost by St. Clair County deputies as a result of injuries incurred while performing duties for Bi-State pursuant to this Agreement will be reimbursed to St. Clair County Sheriff's Department consistent with the provisions of the Illinois Police Officer Disability and Workers Compensation Law.

2.3 Monthly Payment. St. Clair County Sheriff's Department will bill Bi-State \$141,831.26 monthly for the duration of this Agreement for the normal day-to-day operations of its deputy sheriffs assigned to Bi-State. Overtime will be billed by St. Clair County Sheriff's Department on a monthly basis, as it is approved and incurred, up to \$39,942 (see Exhibit A, attached hereto). Any amount over \$39,942 must be agreed upon and approved by Bi-State for the duration of this Agreement.

2.4 Average Holiday/Sick Buyout and Related Fringe Costs. St. Clair County Sheriff's Department will bill Bi-State for costs associated with Average Holiday/Sick Buyout and related fringe costs on a monthly basis as costs are incurred up to \$106,987.50 (see Exhibit A, attached hereto).

2.5 Extra Deputy Sheriff's. Bi-State may, from time to time, request that extra or additional Street Patrol Deputy Sheriff's from the St. Clair County Sheriff's Department be assigned to MetroLink for special events and other extra service. Such extra deputy sheriffs shall not be considered a part of the ordinary compensation set out in this Article II. The St. Clair County Sheriff's Department shall make its best efforts to supply such requested extra deputy sheriffs. Bi-State shall compensate the St. Clair County Sheriff's Department for such extra deputy sheriffs assigned to work overtime by paying to the St. Clair County Sheriff's Department the actual cost of wages (including any premiums paid for overtime) and other direct wage-related costs, for such additional deputy sheriffs. Payment by Bi-State shall be made within thirty (30) days after receipt of an invoice for such extra services.

2.6 Medical Costs. Bi-State agrees to renegotiate the provisions of this Agreement relating to compensation if the cost of medical insurance provided to deputy sheriffs hereunder by St. Clair County increases by more than five percent (5%) over the medical insurance costs projected in the term of this Agreement.

ARTICLE III - SERVICES PROVIDED BY ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

3.1 Deputy Sheriffs. The St. Clair County Sheriff's Department shall provide a total of fifteen (15) uniformed deputy sheriffs from the St. Clair County Sheriff's Department consisting of one (1) deputy sheriff of the rank of Lieutenant, two (2) deputy sheriffs of the rank of Sergeant, and twelve (12) deputy sheriffs of the rank of Street Patrol Deputy. Such deputy sheriffs will work individually and will report to designated locations as determined by Bi-State. Work time will be determined by Bi-State in consultation with the St. Clair County Sheriff's Department. Such documentation of work time, location, and activities shall include: time and location of reporting to duty and when completing duty, activities while on duty, time away from the MetroLink alignment when on-duty, and such other matters relating to their MetroLink police duties, as shall be agreed upon by the St. Clair County Sheriff's Department and Bi-State. However, said deputy sheriffs shall at all times report to and be subject to the supervision of their superior officers of the St. Clair County Sheriff's Department and to the St. Clair County Sheriff's Department recognized chain of command. Said deputy sheriffs are not subordinates of or subject to the authority of Bi-State; however, will be immediately removed at Bi-State's request if it is determined that said deputy sheriff is not performing in accordance with this Agreement. The St. Clair County Sheriff's Department shall use its best efforts to cooperate with Bi-State in the performance of its duties hereunder.

3.2 Supervision. The administrative control of work assignments and deployment shall be the responsibility of Bi-State and operational command and control of the Sheriff's Deputies shall be the responsibility of the Sheriff's Unit Commander in consultation with Bi-State.

3.3 Status of Deputies. The deputy sheriffs performing services under the terms of this Agreement shall for all purposes be considered employees of the St. Clair County Sheriff's Department and not employees of Bi-State.

3.4 Duties of Deputies. The duties of each deputy sheriff providing services under the terms of this Agreement shall include, but not be limited to:

- a. Provision of "roving" police patrol duties consisting of being present on the MetroLink trains and within the premises of Bi-State used as stations to facilitate the transportation of its customers and said deputy sheriffs shall perform their normal and lawful duties as law enforcement officers sworn to uphold and enforce the laws of the State of Illinois, and the various ordinances within the deputy sheriffs' jurisdictions (including such jurisdictions as may be authorized pursuant to any joint or mutual aid services agreements). No officer, however, shall be required by this Agreement to perform any duties outside of the State of Illinois, except that the St. Clair County Sheriff's Department agrees that its deputy

sheriffs may, in the course and scope of their employment as MetroLink officers: i) enter the State of Missouri, under the conditions permitted by Illinois law, for the purpose of apprehending a suspect in the course of a fresh pursuit of an individual observed to commit or suspected of committing a felony offense under the laws of the State of Illinois, and ii) enter into the State of Missouri in order to monitor ongoing suspicious activity on a MetroLink conveyance and remain in the State of Missouri until an officer of the appropriate Missouri jurisdiction has responded to the scene.

- b. Actively and visibly patrolling MetroLink trains, stations, park-and-ride lots and other MetroLink customer facilities; interacting positively with MetroLink customers and providing appropriate assistance to customers; enforcement of the MetroLink fare system when on duty and not actively engaged in other police work; issuance of citations, including citations for fare violations; and arranging for the picking up, transporting and processing of offenders.
- c. Responding to subpoenas, court appearances and trials as required for violations.
- d. Enforcing the provisions of Regulations adopted by the Board of Commissioners of Bi-State pursuant to 45 ILCS 110/5 to the extent the provisions are not inconsistent with provisions of Illinois law. The Regulations are hereby incorporated in this Agreement by reference.
- e. Devoting 80% of their time to on train activity when not involved in an arrest or detail situation.

3.5 Charging Authority. For an offense committed on Bi-State facilities or conveyances, nothing in this Agreement shall be deemed to interfere with, impede, or in any way diminish the authority of St. Clair County Deputy Sheriffs, at their discretion, to charge any applicable offense under state law or local ordinance, provided that no citation for the same offense shall be issued pursuant to the Regulations.

3.6 Times of Service. Bi-State's Metro Public Safety Department Management is responsible for determining when and where deputies working through this Agreement will be assigned in consultation with the St. Clair County Sheriff's Department. The detail commander will be responsible for scheduling. The deputy sheriffs shall perform the agreed services, as scheduled, in accordance with the provisions of this Agreement seven (7) days a week throughout the St. Clair County

service area of MetroLink. Such schedules shall be known as the MetroLink Deputy Sheriffs' Work Schedules.

3.7 Command Level Review Meetings. Command level review meetings between the St. Clair County Sheriff's Department and Bi-State shall be held at the request of either party, in order to discuss the services under this Agreement; personnel qualifications and complaints; work assignments and hours; reports made and/or needed by either party; and to discuss and resolve any other areas of mutual concern.

3.8 Reports. The St. Clair County Sheriff's Department will submit monthly reports of police work and crime statistics on MetroLink to Bi-State in a form acceptable to Bi-State in consultation with the St. Clair County Sheriff's Department.

ARTICLE IV -INDEMNIFICATION AND INSURANCE

4.1 Indemnification of Bi-State by St. Clair County. To the fullest extent permitted by applicable law and as between Bi-State and the St. Clair County Sheriff's Department only, St. Clair County shall indemnify, defend and hold harmless Bi-State, 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 activities of the St. Clair County Sheriff's Department or deputy sheriffs thereof, or resulting from the performance of service under this Agreement, to the extent that activities and performance of services are contrary to the terms of this Agreement or are otherwise attributable to the actions of the St. Clair County Sheriff's Department; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of Bi-State or its employees, Commissioners, officers and agents (other than the St. Clair County Sheriff's Department or its employees).

4.2 Indemnification of St. Clair County by Bi-State. To the fullest extent permitted by applicable law, and as between Bi-State and the St. Clair County Sheriff's Department only, Bi-State shall indemnify, defend and hold harmless St. Clair County, its elected and appointed 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 activities of Bi-State, its officers, agents or employees acting within the scope of their employment, occasioned by an intentional act or the negligence of Bi-State, its officers, agent or employees, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the St. Clair County Sheriff's Department or its agents or employees.

Bi-State and St. Clair County agree that, for the purposes of insurance and indemnification, the St. Clair County Sheriff's Deputies administering or implementing any responsibilities or duties relating to the "on-board fare" program of Bi-State, including but not limited to issuing "on-board fare" envelopes shall be considered agents of Bi-State, but only for action taken by deputy sheriffs within the scope of the "on-board fare" program contained in this Agreement, and that Bi-State shall indemnify and hold harmless St. Clair County, to the extent permitted by law, from and against any or all claims, suits, actions, judgments, fines, penalties, loss, damage, cost or expense, whether direct or indirect, that arises or may arise from any action or activity taken by St. Clair County deputy sheriffs associated with the "on-board fare" program.

Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity, which would otherwise exist as to either the St. Clair County Sheriff's Department or Bi-State, nor shall this Articles 4.1 and 4.2 be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the State of Illinois, St. Clair County, the St. Clair County Sheriff's Department, or Bi-State and the immunity of their agents, officers and employees.

4.3 Insurance and Self-Insurance. It is hereby understood and acknowledged that Bi-State, the St. Clair County Sheriff's Department, and St. Clair County are self-insured for purposes of general liability, commercial general, automobile liability, professional liability and workers' compensation/employer liability.

Bi-State shall provide to St. Clair County a current audited financial statement of its self-insurance fund and Certificates of Insurance for its excess liability coverage, including the self-insured retention for each coverage. St. Clair County shall provide to Bi-State a current audited financial statement of its self-insurance fund and Certificates of Insurance for its excess liability coverage, including the self-insured retention for each coverage.

ARTICLE V -MISCELLANEOUS PROVISIONS

5.1 Notices. Any and all notices, communications and the like required or authorized hereunder, shall be deemed to be given if hand delivered or mailed by first class United States mail to the respective address of the parties listed below:

If to Bi-State:

Taulby Roach
President and CEO
Bi-State Development Agency
211 North Broadway, Suite 700
St. Louis, MO 63102-2759

If to the Sheriff's Department &
St. Clair County:

Hon. Richard Watson
Sheriff, St. Clair County
700 North Fifth Street
Belleville, IL 62220

With a copy to:

Hon. Mark Kern, Chairman
St. Clair County Board
St. Clair County Courthouse
#10 Public Square
Belleville, IL 62220-1623

Either party may, by notice given hereunder, designate any further or different person or address to which subsequent notices and communication shall be sent.

5.2 Severability of Provisions. The parties agree that if any provisions of this Agreement shall be held invalid, unenforceable, void, or voidable for any reason whatsoever, by a court of competent jurisdiction, the finding or order or decree of which becomes final, the remaining provisions of this Agreement shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms, and requirements of the Agreement or with applicable law.

5.3 Integration and Amendment. This Agreement, including the contents of any and all documents incorporated by reference or attached hereto, comprises the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, attached hereto or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to this Agreement must be in writing, with the mutual consent of both parties and signed by both parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

5.4 Law. The laws of the State of Illinois shall govern this Agreement, its interpretation and any dispute arising out of its operation.

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

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

ST. CLAIR COUNTY, ILLINOIS
ST. CLAIR COUNTY SHERIFF'S
DEPARTMENT

BY: _____
Taulby Roach
President & CEO

BY: _____
The Hon. Mark Kern
Chairman, St. Clair County Board

BY: _____
The Hon. Richard Watson
Sheriff, St. Clair County

ATTEST:

Barbara Enneking
General Counsel

ATTEST:

Thomas Holbrook
St. Clair County Clerk

Seal:

Seal:

Exhibit A
Bi-State Development Agency
Cost For Deputy Sheriffs Per Month
July 1, 2021 Through June 30, 2022

Months of Service	Monthly Cost
07/01/21 – 07/31/21	141,831.26
08/01/21 – 08/31/21	141,831.27
09/01/21 – 09/30/21	141,831.26
10/01/21 – 10/31/21	141,831.27
11/01/21 – 11/30/21	141,831.26
12/01/21 – 12/31/21	141,831.27
01/01/22 – 01/31/22	141,831.26
02/01/22 – 02/28/22	141,831.27
03/01/22 – 03/31/22	141,831.26
04/01/22 – 04/30/22	141,831.27
05/01/22 – 05/31/22	141,831.26
06/01/22 – 06/30/22	141,831.27
Total Base Amount 2021-2022	1,701,975.18

Overtime Budget	\$ 39,942.00
Average Holiday/Sick Buyout and Related Fringes	\$ 106,987.50
Total Base Amount	\$1,701,975.18

Total Law Enforcement Agreement Amount	\$1,848,904.68
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- The Overtime budget of \$39,942 is included in the Total Law Enforcement Agreement Amount, but rather than including it in the monthly invoices, the overtime budget will be drawn down as overtime is incurred and approved.
- The Average Holiday/Sick Buyout and Related Fringes Costs of \$106,987.50 are also included in the Total Law Enforcement Agreement Amount but will be drawn down as charges are incurred.