



Safety & Security Committee

Open Meeting

Thursday, October 3, 2024 at 8:30 AM

Virtual Meeting

Headquarters - Board Meeting Room, 6th Floor

One Metropolitan Square, 211 N. Broadway, Suite 650

St. Louis, Missouri 63102



Safety & Security Committee, Open Meeting - October 3, 2024

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Simmons
2. Roll Call		M. Bennett
3. Public Comment	Information	Chair Simmons
4. Approval of the Minutes of the August 8, 2024 - Safety & Security Committee, Open Meeting	Approval	Chair Simmons
A. Draft minutes - August 8, 2024 - Safety and Security Committee, Open Meeting - 3		
5. Approval Authority for Real-Time Camera Center Federation	Approval	K. Scott
A. Briefing Paper - 7		
B. Draft - Memorandum of Understanding for Closed Circuit Television federation with the City of St. Louis Division of Police (Real-Time Crime Center) - 8		
6. Unscheduled Business	Approval	Chair Simmons
7. Report of the President & CEO	Information	T. Roach / (T. Curran)
8. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
9. 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, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Purchasing and Contracts under §10.080(D)(7); and Security under §10.080(D)(11).	Approval	Chair Simmons
10. Reconvene to Open Session	Approval	Chair Simmons
11. Adjournment	Approval	Chair Simmons

**BI-STATE DEVELOPMENT
SAFETY AND SECURITY COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
August 8, 2024
8:30 AM**

Committee Members Participating via Zoom

Daniel Isom
Winston Calvert – absent

Herbert Simmons, Chair
Derrick Cox
Irma Golliday – absent

Other Commissioners Participating via Zoom

Sam Gladney
Nate Johnson – absent
Andrea Jackson-Jennings – absent

Terry Beach – absent
Debra Moore

Staff Participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Greg Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Kevin Scott, General Manager Security
Andrew Ghiassi, General Manager Safety

Others Participating via Zoom

Rachel Koch, ASL Interpreter
James Carter, ASL Interpreter
Jim Wallace, Chestnut Health

- 1. Open Session Call to Order**
8:30 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Safety and Security 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**
8:30 a.m. Chair Simmons asked Ms. Bennett if any speaker cards were submitted for today's meeting. Ms. Bennett noted that no public comments were submitted.

4. Approval of the Minutes of the May 9, 2024, Special Meeting of the Safety & Security Committee, Open Meeting

8:31 a.m. The minutes of the May 9, 2024, Safety & Security Committee, Open Meeting, were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Cox and was seconded by Commissioner Moore.

The motion passed unanimously.

5. Second Amendment to Agreement for Transit Client Engagement Services – Chestnut Health

8:32 a.m. A briefing paper was included in the meeting materials, requesting that the Safety and Security Committee accept, and forward to the Board of Commissioners for approval, a request to authorize the President and CEO to enter into the Second Amendment to the Agreement for Transit Client Engagement Services, with Chestnut Health Systems, INC, in a total not to exceed amount of \$811,453.00. Kevin Scott, General Manager of Security, provided an overview of this item. Mr. Scott noted that Jim Wallace, Chestnut Health, is participating in today's meeting, and Mr. Wallace gave a summary of the types of engagements that they have had with the community under the agreement, noting that they have become a stable, familiar face to the customers. Chair Simmons asked if there are any staffing issues. Mr. Wallace stated that they have experienced staffing shortages in the past, but currently, there are no staffing issues. Chair Simmons noted that he has received a number of comments regarding how successful this program has been, and Mr. Scott stated that this program has had a significant impact on the Civic Center and North Hanley locations. Commissioner Cox thanked Mr. Scott and his team for implementing this program.

A motion to approve this item, as presented, was made by Commissioner Moore and was seconded by Commissioner Cox.

Unanimous vote in favor was taken.

6. 2024 Public Transportation Agency Safety Plan (PTASP)

8:43 a.m. A briefing paper was included in the meeting materials, requesting that the Safety and Security Committee accept, and forward to the Board of Commissioners for approval, BSD's Agency Safety Plan annual update. Andrew Ghiassi, General Manager of Safety, provided an overview of this item, noting that the updates include the following:

- **Added RBI Risk-Based Inspection Language:**
 - A risk-based inspection program requires the collection and analysis of large sets of complex data and a mechanism for evaluating that data to inform inspection activities.
 - BSD will share its safety data with the BSSO as required in the Program Standard.
 - This data includes the data required by the SSOA and the data agreed upon in the RBI policies and procedures developed in consultation with the BSSO.
 - Data collection also includes identifying hazards and assessing and mitigating safety risks in the system.
 -
- **Updated Safety Performance Targets:**
 - Updated the current safety performance target for all three modes.

- **Acknowledgment of New Safety Performance Targets by FTA:**
 - The previous version of the National Safety Plan identified four (4) safety performance measures for each mode of public transportation.
 - The updated plan identifies fourteen (14) safety performance measures for inclusion in the 2025 PTASP revision:
 - Major Events
 - Major Event Rate
 - Collision Rate
 - Pedestrian Collision Rate
 - Vehicle Collision Rate
 - Fatalities
 - Fatality Rate
 - Transit Worker Fatality Rate
 - Injuries
 - Injury Rate
 - Transit Worker Injury Rate
 - Assaults on Transit Workers
 - Rate of Assaults on Transit Workers
 - System Reliability

Chair Simmons noted that Mr. Scott and Mr. Ghiassi keep him informed, when incidents occur.

A motion to approve this item, as presented, was made by Commissioner Cox and was seconded by Commissioner Isom.

Unanimous vote in favor was taken.

7. Unscheduled Business

8:45 a.m. There was no unscheduled business.

8. President & CEO Report

8:45 a.m. President & CEO, Taulby Roach, thanked the Committee for their approval of the Chestnut program, and thanked Mr. Wallace and his team for the work that they do. He noted that this program helps to take pressure off of the security team, and the program is saving lives and keeping people safe.

Mr. Roach thanked the Committee for their approval of the revised PTASP, noting that this document is the primary conduit for the entire safety plan, and ensures that the system is safe. He noted that the Agency is well ahead of many colleagues across the country, pertaining to these issues.

President & CEO Roach noted that the Agency was recently contacted by the St. Louis Public School District, asking for assistance with transportation needs for students. He noted that there are capacity issues and security concerns; however, these are our children, and the Agency is working closely with SLPS to reach an agreement. Committee discussion was held relating to staffing issues, safety/security, and budget impact. Mr. Roach noted that he will be meeting with Mr. Charles Stewart, Executive Vice President and Chief Operating Officer – Metro Transit, this afternoon for a briefing regarding the progress of negotiations with SLPS.

Mr. Roach asked Kevin Scott to brief the Committee on his efforts to increase law enforcement on the system. Mr. Scott stated that has been working with the St. Clair County Transit District, to contact municipalities along the alignment to see if they would be interested in establishing MOUs for municipal police officers to work overtime on the system, for added law enforcement presence. He noted that four municipalities have expressed interest. Chair Simmons thanked Mr. Scott and Vern Summers for their work on this effort, and stated that this could be a pilot program for the entire system. Additional discussion was held relating to the cost of overtime for the officers. Mr. Scott noted that there is no way this project could be done without the St. Clair County Transit District.

These items were provided as information only.

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

Operations Committee Meeting:	Friday, August 16, 2024	8:30 AM
Audit, Finance & Administration Committee:	Friday, August 16, 2024	Following OPS
Board of Commissioners Meeting:	Friday, September 20, 2024	8:30 AM

10. Motion to move Executive Session

9:20 a.m. Chair Simmons asked President and CEO, Taulby Roach, if there is any need for an Executive Session, and Mr. Roach indicated that there was not.

11. Adjournment

9:20 a.m. Chair Simmons 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 Moore. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:20 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development Agency

**Bi-State Development Agency
Safety and Security Committee
Open Session Agenda Item
October 3, 2024**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Approval Authority for Real-Time Camera Center Federation**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Security

Objective:

To present to the Safety and Security Committee, the terms and conditions of this MOU, to allow the City of St. Louis Division of Police to access Metro Transit Closed-Circuit Television (CCTV) feeds, which will be federated into the City of St. Louis Real-Time Crime Center for immediate real-time access; and, to request authority for the President and CEO to sign this MOU, and similar MOUs for federation of Metro Transit CCTV feeds to other law enforcement agencies, should Metro and any other such agencies agree on such arrangements in the future.

Background:

Metro Transit subscribes to a collaborative, layered security philosophy, which includes a partnership the City of St. Louis Division of Police. Beyond human assets, technological force multiplication is vital. Metro Transit hosts an extensive CCTV platform, married into proactive viewing posture for immediate response. The sharing of these CCTV feeds with partnering law enforcement (including the City of St. Louis and potentially other agencies in the future) greatly enhances the overall proactive posture of this technology, maximizing impact to the safety and security of the transportation system and the surrounding communities.

Analysis:

Using CCTV in a reactive posture diminishes the technology's capability. Metro Transit's Real-Time Camera Center now establishes proactive viewing of over one thousand cameras system wide. The Metro Transit camera feeds have been federated to four Public Safety Answering Points in St. Clair County, Illinois, as well as the St. Louis County Police Real-Time Crime Center. This pending MOU would allow the same federation with the City of St. Louis Real-Time Crime Center, completing the federation with all three law enforcement partners.

Committee Action Requested:

Management recommends that the Safety and Security Committee accept the MOU, and recommend it to the Board of Commissioners for approval, allowing the President and CEO to execute this Agreement for Closed-Circuit Television Federation with the City of St. Louis Real-Time Crime Center, and authorizing the President and CEO to execute similar agreements, for federation of Metro Transit CCTV feeds with other law enforcement agencies, in the future.

Attachments:

Draft of the Memorandum of Understanding for Closed Circuit Television federation with the City of St. Louis Division of Police (Real-Time Crime Center).

Funding Source:

Not Applicable

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BI-STATE DEVELOPMENT AGENCY
AND
THE CITY OF SAINT LOUIS DIVISION OF POLICE
FOR PUBLIC ACCESS VIDEO - MOBILE TRAILER/SECURITY CAMERAS**

This Memorandum of Understanding ("MOU"), is made and entered into on this ___ day of _____, 20__ between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District, an interstate transportation authority pursuant to Section 70.370 RSMo, *et. seq.* and 45 ILCS 100/1, *et. seq.*, as a body corporate and politic ("Company"), and the City of Saint Louis, Missouri, by and through its Police Division ("Police").

RECITALS

WHEREAS, Company occupies or operates a building or buildings located in St. Louis, Missouri, at the address or addresses listed in Exhibit A, which is attached to and incorporated into this MOU (the "Premises"), and

WHEREAS, Company has or expects to acquire at its own cost a system of cameras that are affixed to Company's Premises or on a mobile trailer (the "System"), utilized for Company's own purposes, and

WHEREAS, Police desires, for public safety purposes, access to real-time, visual image data of exterior areas collected by the System ("Public Access video"), and

WHEREAS, Company wishes to share the Public Access video to assist Police with responding to public safety incidents, and

NOW THEREFORE, Police and Company (the "Parties"), have agreed to enter into this MOU setting forth the Parties' understanding and expectations relating to the sharing of the Public Access video as follows:

Article 1. Right to Use

1.1 Subject to the terms and conditions of this MOU, Company will allow Police, its officers, representatives, agents and employees, real-time access to the Public Access video, including archived Public Access video, at no charge, with the extent of coverage of such Public Access video to be mutually agreed upon by Company and Police, for the Term of this MOU solely for the purposes specified herein ("Police Access"). Company acknowledges that Police may view the Public Access video in real-time. Police will have access to any retention policy by Company regarding the Public Access video.

Police acknowledges and agrees that the Public Access video will be accessed only for public safety purposes, as determined solely by Police. Police Access to the Public Access video is primarily a public safety measure that is intended to aid Police efforts to respond to incidents. Police acknowledges and agrees that Public Access video shall not be used for commercial or for profit purposes of any kind.

Police's monitoring of video will be on an event-driven basis, will not be on a constant live monitoring basis and will be limited to exterior public access areas.

Article 2. Company Obligations

2.1 Company agrees to provide Police, prior to Implementation, any further detailed specifications regarding the system and the requirements necessary in order to achieve the Implementation, defined below in Article 4, to the extent that such specifications are not already addresses into the attached Application for Real Time Crime Center Federation, which is hereby attached to and incorporated into this MOU.

2.2 Company agrees to cooperate and negotiate with Police in good faith in order to bring about the execution of the Implementation.

2.3 (a) Company and Police will each bear the cost of providing and maintaining their own infrastructure and all support mechanisms with respect to Implementation, including hardware, software and equipment. Company will bear the cost of internet access or wireless network specifically necessary for the relay of Public Access video from Company to Police. In addition, Company will disclose any material changes to Company's System that would affect Police's Access within ten (10) business days of Company's implementation of System change(s). Company acknowledges that maintenance and download of the Public Access video may require significant data usage and cost based on Company's data plan with its internet or wireless service provider, and such downloads may result in slower data speed for Company due to such downloading. Police bears no responsibility for such cost or any limitations or consequences for Company from such data usage or loss of data speed.

(b) Unless otherwise provided in this MOU, and subject to Section 2.3(a), each Party will bear its own costs in relation to this MOU. Expenditures by Police will be subject to applicable budgetary processes and availability of funds pursuant to applicable laws and regulations. The Parties expressly acknowledge that this MOU in no way implies that Police will appropriate any funds for such expenditures.

2.4 Company will appoint and identify to Police at least one (1) Company employee who has extensive technical knowledge regarding the System and who will act as Company's representative and will serve as Company's primary point of contact with respect to this MOU. Until further notice, Company's designated employee is Steven Buckley. Phone: 314-982-1400 ext. 2290; email address: smbuckley@metroslouis.org or address: 211 N. Broadway, Suite 700 St. Louis MO. 63102-2759 Should this designated contact change, Police will be promptly notified of the replacement designated employee.

2.5 During the Term (as defined in Article 5 below) of this MOU, at Company's discretion, Company will, at such time as is mutually agreed upon by the Parties, permit Police, its officers, representatives, officials, agents and employees to enter designated areas of the Premises in order to (a) install any Police hardware or equipment necessary to achieve the Implementation, as such hardware or equipment is identified in the Specifications, (b) to maintain such Police hardware or

equipment, and (c) to retrieve any Police hardware or equipment upon expiration or termination of this MOU. Police must request access for any such intended entry. Consent to enter specific areas of the Premises given by the Company will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of Company.

2.6 Nothing in this MOU relieves Company of its obligations to comply with City Ordinances, State laws, and Federal laws (such as zoning, parking, traffic safety, and encroachment regulations). Company will ensure that the System is not placed in a manner to cause prevent the minimum of 3-foot width under the Americans with Disabilities Act for access to sidewalks and use of sidewalks. Company will use the System in compliance with local and other laws.

2.7 Nothing in this MOU shall be deemed a waiver of any legal rights or remedies by either of the Parties.

Article 3. Disclaimers and Liabilities

3.1 (a) Company acknowledges that Police, in Police's sole discretion, may or may not exercise Police Access. Police has no duty to access the Public Access video. During the Term, Police may opt to access the Public Access video at such times as the Police wishes, in its sole discretion, in accordance with the terms of this MOU. Company further acknowledges that Police is not obligated in any way to Company to access the Public Access video at any time and that the Police's intent with respect to Police Access is solely to enhance overall public safety capabilities. Police acknowledges that Company retains sole ownership of and exclusive control of the System.

(b) Police and Company agree to inform each other upon discovery that the System is not operational.

3.2 EXCEPT AS SPECIFICALLY SET FORTH OTHERWISE IN THIS MOU, COMPANY MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SYSTEM, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY COMPANY.

3.3 This MOU is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Company and the Police. Company and Police acknowledge that they are not a representative, employee, agent, or partner of the other party.

Article 4. Implementation

At such time as is mutually agreed upon by the Parties, Police, or Police's agent, will integrate the System with Police's Real Time Crime Center in order to permit access of the Public Access video by Police and effectuate Police Access ("Implementation"). Any such Implementation will occur in accordance with a written work plan or other documentation to be agreed upon by the Parties.

The Company will grant Police, or Police's agent, any reasonable access to the Premises or easement necessary in order to achieve Implementation, including for the purpose of installing, maintaining and retrieving any Police hardware or equipment on the Company's Premises, during and after Implementation.

Article 5. Duration

The term of this MOU commences on the date of execution of this MOU by Police and will continue indefinitely. Either party may terminate the MOU at any time for any reason or no reason upon no less than thirty (30) days written notice to the other party. Police may terminate the MOU after providing three (3) notices to Company for any camera that is malfunctioning, broken, inoperable, or otherwise inaccessible to the Police.

Article 6. Assignment

Neither party may assign, subcontract, delegate, or otherwise transfer this MOU.

Article 7. Public Announcements

Police may issue any public safety related news releases or public communication at any time and in any form, in Police's sole discretion.

Article 8. Disclosure of Records

If Company is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in Company's possession by reason of this MOU, Company will promptly give notice to Police as provided in Article 9. Company will grant Police a reasonable period of time to determine whether Police will contest such request or subpoena by any means available to it, before Company submits the records, data, or documents to a court or other third party. Company, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Police will promptly notify the Company of its intent to accept or contest any such request or subpoena.

Article 9. Notices

Notices provided for in this MOU, except for emergency related notices and as otherwise set forth in this MOU, must be given in writing and may be delivered personally or by the United States mail service, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to Police: City of St. Louis, Police Division, 1915 Olive Street, 6th Floor St. Louis, MO 63103
Attention: Commander - Real Time Crime Center. *With copies to:* City of St. Louis, Police Division
1915 Olive Street, 7th Floor St. Louis, MO 63103 Attention: Legal Division

If to Company: Bi-State Development / Metro Transit 211 N. Broadway, Suite 700, St. Louis, MO 63102-2759, Attention: Public Safety *With copies to:* Bi-State Development / Metro Transit 211 N. Broadway, Suite 700, St. Louis, MO 63102-2759, Attention: Legal Department.

Changes to these addresses must be in writing and delivered in accordance with the provisions of this Article 9. Notices delivered by mail are considered received three (3) days after mailing in accordance with this Article 9. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

Emergency- related notices, such as major software upgrades that affect the backwards compatibility of the systems, IP configuration change, scheduled system outages, etc. may be sent via email by either party when providing timely written notice is not reasonably practical or possible. Email notices to Police must be sent to rtcc@slmpd.org. Email notices to Company must be sent to smbuckley@metrostlouis.org.

Article 10. Modification

This MOU may not be altered, modified or amended except by written instrument signed by the Parties hereto, except that the Specifications described in Section 2.1 may be updated and modified as provided herein.

Article 11. Governing Law

This MOU shall be governed by the laws of the State of Missouri. The Parties submit to the original jurisdiction of those State or federal courts located within the City of St. Louis, Missouri, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this MOU.

Article 12. Nonbinding MOU with No Third-Party Benefit

This is a cooperative MOU that sets forth understandings and expectations and is not intended to be an offer or an agreement binding on the Parties. This MOU is not intended to confer any right, legal benefit, or a binding obligation of any kind to any person or party unless a fully executed definitive agreement is executed by the Parties. This MOU is not intended to benefit any third party or to be enforceable by any third party.

[signatures on following page]

IN WITNESS WHEREOF, the parties indicate their agreement by signing and dating below:

THE BI-STATE DEVELOPMENT AGENCY

By:

_____ Date

Printed Name: _____

Title: _____

_____ Witness Date

THE CITY OF SAINT LOUIS, MISSOURI

By:

_____ Date
Robert J. Tracy,
Commissioner of Police

_____ Witness Date

EXHIBIT A: COMPANY'S ADDRESSES

The address at which Company operates the system of cameras referenced in the attached Memorandum of Understanding is as follows:

ATTN: Steven Buckley, Real Time Camera Center
3300 Spruce Street
St. Louis MO 63103

Application for Real Time Crime Center Federation

St. Louis Metropolitan Police Department
1915 Olive Street
Saint Louis, MO 63103



ENTITY CONTACT

Entity Name: BI-State Development / Metro Transit

Address: 211 N. Broadway Suite 700

City St. Louis State: MO Zip: 63102-2759

TECHNICAL CONTACT

Contact Name: Steven Buckley smbuckley@metroslouis.org Rob Gow RWGow@bistatedev.org

Address: 211 N. Broadway Suite 700

City St. Louis State: MO. Zip: 63102-2759

DETAILS

Number of fixed cameras: 484

Number of PTZ (Pan/Tilt/Zoom) cameras: 321

Genetec Security Center version: 5.11

Approximate retention 30 days

Has the MOU been reviewed? (Yes) or (No)

Does your system meet or will meet all of the federation requirements? (Yes) or (No) Yes

Please fill out the information contained within this form and send it to rtcc@slmpd.org. This form is the initial contact form only and each federation will be evaluated on a case-by-case basis.