



Board of Commissioners
Open Session
(Virtual Meeting)
September 25, 2020
8:30 AM

Open Session Agenda

Notice of Meeting and Agenda

Bi-State Development
Board of Commissioners Meeting
Friday, September 25, 2020 at 8:30 AM
(Virtual Meeting)
Headquarters - Board Room, 6th Floor
One Metropolitan Square, 211 N. Broadway, Suite 650
St. Louis, Missouri 63102

This location is accessible to persons with disabilities. Individuals with disabilities needing information or communication accommodations should call Bi-State Development at (314) 982-1400, for TTY access, call Relay 711. Sign language interpreter services or other accommodations for persons with hearing or speech disabilities will be arranged if a request for such service is made at least two days in advance of the meeting. Large print material, Braille material or other formats will also be provided upon request.

Agenda	Disposition	Presentation
1. Call to Order	Approval	Chair Windmiller
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Windmiller
4. Approval of the Minutes of the June 26, 2020 Board of Commissioners, Open Meeting	Approval	Chair Windmiller
5. Approval of the Minutes of the July 7, 2020 Meeting of the Executive Committee of the Board of Commissioners, Open Meeting	Approval	Chair Windmiller
6. Approval of the Minutes of the August 27, 2020 Special Meeting of the Board of Commissioners	Approval	Chair Windmiller
7. Report of the President	Information	T. Roach
8. Report of the Combined Operations Committee and Audit, Finance, & Administration Committee	Information	Chair Windmiller Vice Chair Zimmerman
9. Report of the Security Sub Committee	Information	Commissioner Simmons
10. Adjustment of Consent Agenda	Approval	Chair Windmiller
11. Consent Agenda	Approval	Chair Windmiller
a. Single Bid Contract with Dove Equipment - Paint Booth Man Lifts Replacement (Resolution #1077)	Approval	
b. Contract Modification: Time Extension of Contract with Jacobs Engineering for General On-Call GEC Design and Engineering Consultant Services (Resolution #1078)	Approval	
c. Sole Source Contract with INIT for COPILOT Retrofit Project (Resolution #1079)	Approval	
d. Memorandum of Understanding Between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers for the Administration and Implementation of a Truck Driver Training and Apprenticeship Program (Resolution #1080)	Approval	

Agenda	Disposition	Presentation
e. Law Enforcement Service Agreement with the St. Clair County, Illinois Sheriff's Department (Resolution #1081)	Approval	
12. Contract Award – Metro Platform Cleaning Services (Resolution #1085)	Approval	G. Smith
13. Contract Award to MERS Goodwill for Cleaning of DeBaliviere Facility and DeBaliviere Bus Cleaning (Resolution #1086)	Approval	G. Smith
14. Sole Source Contract with Safety Vision for CCTV Upgrades for MetroBus and MetroLink Systems (Resolution #1087)	Approval	J. Mefford-Miller
15. Follow-up Report from OPS/AFA Meeting	Information	M. Vago
16. Operations Report	Information	J. Mefford-Miller
17. Unscheduled Business	Approval	Chair Windmiller
18. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
19. Adjournment to Executive Session**	Approval	Chair Windmiller
20. Reconvene to Open Session	Approval	Chair Windmiller
21. Adjournment	Approval	Chair Windmiller
<p><i>**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); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080 (D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).</i></p>		

***Note:** Public comment may be made at the written request of a member of the public specifying the topic(s) to be addressed and provided to the Agency's information officer at least 48 hours prior to the meeting. No public comment shall be allowed by parties or their legal counsel in connection with any matter involving a pending bid protest, litigation, or legal matter. The following rules shall be observed: 1) All individuals shall state their name, address and topic for comment; 2) All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair; 3) No disrespectful language may be used or comments with respect to personalities shall be made; 4) An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair; and 5) Public comment by an individual shall be limited to five minutes, unless permission to continue is given by motion adopted by the Board.

Open Session Item

4

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
June 26, 2020**

Board Members in Attendance via Zoom

Missouri

Rose Windmiller, Chair
Vernal Brown, Secretary
Constance Gully
Fred Pestello
Nate Johnson (joined meeting at 8:36 a.m.)

Illinois

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

Staff in Attendance via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Administrator/Executive Assistant to the President/CEO
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Jessica Mefford-Miller, Executive Director Metro Transit
Jerry Vallely, External Communications Manager
Patti Beck, Director Communications
Ted Zimmerman, Vice President Marketing & Communications
Chris Poehler, Asst. Executive Director Engineering Systems

Others in Attendance

Aliah Holman, Outgoing Commissioner
Brett Runge, ASL Interpreter
Erin Stumpf, ASL Interpreter

1. Open Session Call to Order

8:32 a.m. Chair Windmiller called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:32 a.m.

2. Roll Call

8:32 a.m. Roll call was taken, as noted above.

President and CEO, Taulby Roach, noted that, per his request, former Commissioner Aliah Holman, is participating in today's meeting via Zoom. He noted that a Proclamation has been presented to Ms. Holman for her years of service to the Agency, and he personally thanked her for her commitment to push him and the Agency to be the best. Chair Windmiller thanked Ms.

Holman for her professionalism, talent, and level handedness she brought to the Board. She stated that the other Commissioners learned a lot from her, and they are grateful to her for her dedication. Ms. Holman thanked everyone for their kind words, and stated that it was a pleasure to work with them. Commissioner Brown stated that the Board will miss Ms. Holman, and she thanked her for helping her progress on the Board. Commissioner Zimmerman stated that Ms. Holman will be sorely missed. Commissioner Pestello stated that it was a pleasure to work with Ms. Holman, and it was evident that she always put those we serve first. Commissioner Simmons stated that he will miss Ms. Holman. Commissioner Gully stated that she and Ms. Holman had walked this journey together for some time now, and she will miss Ms. Holman's "lens" on this Board.

Commissioner Johnson joined the meeting at approximately 8:36 a.m.

3. Public Comment

8:42 a.m. Chair Windmiller noted that, due to inappropriate, and sometimes offensive, language that can be contained in comment cards submitted, the comments will not be read in their entirety at the meeting; however, she stated that the Commissioners have received copies of all comments submitted. Chair Windmiller also noted that the entire text of all communications submitted will be contained in the permanent record, in the minutes, and they will be added to the Meeting Materials on the website, at the conclusion of the meeting. Comments submitted were as follows:

Name: Caleb Coy
Representing: Myself
Topic: Defund/abolish Metro Police

Comments: Metro police contributes little - to - nothing to the safety of the system, and in fact actively endangers riders. Metro police have been filmed profiled and committing acts of brutality against riders, particularly Black Saint Louisans. They have been documented displaying racist iconography on official vehicles, despite Metro's claims that this would be stopped. And as with SLMPD, their presence only serves to intimidate rather than protect. In addition, fare enforcement during a pandemic is antithetical to proper social distancing.

Criminalizing fare evasion contributes to the cycle of poverty, profiling, and oppression in our region. Cut the wasteful spend on transit police, and use the money saved to offset any potential lost revenue from fare evasion. Metro has shown a willingness to play catch-up on transit progress with electronic ticketing - let Saint Louis be a leader in progress here.

--

This e-mail was sent from the public comment form on bistatedev.org



Name: Gary Newcomer
Representing: Resident
Topic: Too Much Security On Metrolink

Comments: Two big thumbs up for purchasing tickets via smartphone. Two big thumbs down for the amount of security on metrolink.

I do feel the security presence is overblown on the system particularly during peak hours when security is needed the least because there's more natural surveillance from other riders. I feel like there are better uses of the funds and it frustrates me to see so much emphasis on security rather than other strategic initiatives.

I also feel compelled to say that the security has made me feel less safe on occasion. For example, this past Monday (June 15) around 7p, two security guards were standing near the DeBaliviere entrance in the roundabout. A male rider said something that offended one of the guards. Instead of de-escalating the situation, the guard proceeded to call the man a faggot, puff up his chest, and yell "what are you going to do faggot?" multiple times.

This behavior not only made me feel unsafe knowing that homophobic language was being used openly by guards along a busy sidewalk but also because he was inciting more aggression from an already frustrated rider.

For whatever reason, it's always the male security officers using this type of language and tactics.

I hope we can identify new uses for some of those security funds or at least lighten the security presence during peak times.

--

This e-mail was sent from the public comment form on bistatedev.org

.....
Name: Kathy Boykin
Representing: Kathy Boykin
Topic: Security

Comments: Security does not need to be reduced for Metro

--

This e-mail was sent from the public comment form on bistatedev.org
.....

Name: Mia Salamone
Representing: Transit Rider Empowerment Project
Topic: Policing does not make transit safer

Comments: Policing does not make transit safer, it only serves to endanger some of us in the name of helping others feel "secure." Police have a long and terrifying record of targeting, harassing, and killing Black people.

A police presence on transit is both dangerous and costly. As a regular transit rider, I'm alarmed that in this year alone Metro is spending over \$30 million on armed security. That's almost three-quarters of what's collected in fares. Due to the pandemic, bus frequencies have been cut back and yet the number of police and private security on transit have increased. There are better ways to spend those \$30 million dollars -- ways that will actually support our community. For example:

- Improving Call-A-Ride: Metro underspends on their Call-A-Ride operations, which mostly serves already under-resourced populations
- Ending fare enforcement during the pandemic: Metro shouldn't be endangering our transit-reliant community members for a few bucks
- Improve bus speeds and infrastructure: Bus lanes plus comfortable and safe bus stops can mimic Metrolink at a fraction of the price
- Decriminalize fare enforcement generally: Inability to afford a \$2 fare shouldn't mean a \$100 fine and a criminal record
- Pay and treat transit operators better: We have a shortage of operators, and many of them deescalate conflict more often than police do. They deserve better.

The national call to #DefundThePolice should radically alter how we build public safety: not just in our police precincts, but also on our public transit systems.

--

This e-mail was sent from the public comment form on bistatedev.org

.....

Name: Mitch Eagles
Representing: Transit Riders
Topic: Black Lives Matter

Comments: Does Bi-State believe that black lives matter? Structural racism exists in all systems, and I think it's important that this board reflects on how public transit in particular can contribute to this issue. Due to a history of redlining and other racist policies, St. Louis is extremely racially and economically segregated. As such, those who rely on transit are disproportionately black and have much longer commute times.

Commute time is statistically one of the strongest factors in an individual's ability to escape poverty. That's why I was so frustrated that at the last minute, Metro Reimagined yanked away

two high-frequency lines that the public was promised (including what was to be the only high frequency east-west line in north city), and yet substantially increased our policing on transit. You dashed a promise to give people real material improvements, and spent the money on policing.

The past month has shown a national call to defund policing. We've seen how large many cities' police budgets are, that money going to perpetuate racist systems, instead of things that actually make our communities safe. Like public transit: the ability to around your community quickly and easily, even if you cannot or do not drive. Make no mistake: it makes someone much safer to not have to wait an extra fifteen minutes for their bus transfer (something this board would know if you were reliant on Metrobus).

But our transit budget's apportionment to policing has grown as well. Bi-State's most recent budget spends more on Security operations than on Metrolink and Call-A-Ride operations... combined. Every person I have talked to who relies on Call-A-Ride has a story about being failed by that system. These are populations that are already under-resourced. To know that we could double Call-A-Ride's with only half of what we spend on policing makes me furious, and it should make this board furious as well.

(By the way: please investigate out why this year's budget is over 100 megabytes... it took forever to download. Every other year is closer to 5 megabytes.)

I haven't even touched on how adding policing to our system endangers black lives. Not only due to out-of-hand "public safety" officers (I have witnessed security unnecessarily shove a mace bottle in an unarmed man's face at Grand station) but also in systemic ways: Those who can't afford a \$2 fare are hit with fare evasion charges, up to \$100 and a misdemeanor. Has Bi-State done an analysis of how citations are issued? I worry that the results of such an analysis would show significant racial disparity. But those are the exact kinds of data we need in order to address the problem. Instead, Bi-State's silence will speak volumes.

Speaking of public data, I had been trying to attempt some sort of public oversight, but the public safety logs that Metro once made available at <https://www.metrostlouis.org/safety-and-security/public-safety-activity-logs/> have been missing for at least half a year. While I hoped at first this was an accident, I've been told they will not be coming back. Whether this happened because we hired a new private firm, or because the public was using that data and it showed something worrying, it's really troubling that Bi-State would try to reduce public transparency. Even if it's unrelated, it still looks bad. (Speaking of transparency: hope you keep livestreaming meetings!)

If any of the commissioners want to talk to some riders about how to make the system better, I had to submit all my contact info to send in this comment, so you should be able to reach me, and I can connect you with many.

Again, thanks for your time, and I'm really excited to see Metro implementing mobile ticketing, an awesome step! I look forward to attending these meetings in person again. I cut my own hair

and it looks pretty bad. I think you might all laugh with me at it, and then we can work together to make our transit system more equitable, more reliable, and better for everyone.

--

This e-mail was sent from the public comment form on bistatedev.org

.....

Name: Gina Becnel
Representing: EJC-TREP
Topic: Public Safety Funding

Comments: I wanted to comment today to let Metro know that Transit Riders in STL are aware of their overfunded police budget, and seeking change. A budget is a moral document. A reflection of our priorities. While the public is talking about STL's overfunded policing budget more than anything else, its not the only budget we want to change.

The national conversation about defunding the police applies not only to the policing of our streets by municipal governments but also the policing of our transit system. The pressure to defund the police isn't just a call to Mayor Lyda Krewson or the SLMPD. It is a call to rethink our over funded police budgets.

Real crime prevention only happens when we invest in communities- NOT when we invest in armed guards. if Metro's goal is to create a strong and safe transit system, it should be investing in services that allow the most disenfranchised groups to move about our great city. Metro should not be making choices about policing based on the comments of county go-ers that only commute to the city for work and play, and should instead listen to the people that rely on this system for their everyday survival and safety. This means reevaluate the budget, keeping money in services instead of armed policing, and protecting the people by serving them directly.

--

This e-mail was sent from the public comment form on bistatedev.org

-
4. **Approval of the Minutes from the April 24, 2020, Meeting of the Board of Commissioners, Open Session**
8:44 a.m. The minutes from the April 24, 2020, Meeting of the Board of Commissioners, Open Session were provided in the Board packet. A motion to approve the minutes was made by Commissioner Zimmerman and seconded by Commissioner Brown. **The motion passed unanimously.**

 5. **Approval of the Minutes from the May 21, 2020 Special Meeting of the Board of Commissioners, Open Meeting**
8:45 a.m. The minutes from the May 21, 2020 Special Meeting of the Board of Commissioners, Open Meeting were provided in the Board packet. A motion to approve the minutes was made by Commissioner Beach and seconded by Commissioner Brown. **The motion passed. (Commissioner Pestello abstained from the vote.)**

6. Report of the President

8:46 a.m. President and Chief Executive Officer, Taulby Roach, gave an overview to the Board of the status of the bond refinancing and budget status for FY2021. He noted that the Agency has received the “report card” from WSP at the recent Security Sub-Committee meeting, and it was very good. He also noted that Stephen Berry, General Manager Public Safety, is moving forward with establishing additional “equity training” for all security personnel, and is working to possibly expand the program companywide. Commissioner Gully asked if this training would be made available for Commissioners as well, and Mr. Roach stated that is an excellent idea.

7. Report of the Combined Operations Committee and Audit, Finance, & Administration Committee

8:53 a.m. Vice Chair Zimmerman stated that a combined meeting of the Operations Committee and Audit, Finance, & Administration Committee was held on May 21, 2020, immediately following the Special Meeting of the Board, and the draft minutes of that meeting are included in the Board Packet under Tab #7.

He reported that the Committee is introducing ten (10) items on the Consent Agenda for consideration today, under Item #10, with the Committees’ recommendation of approval.

Consent Agenda Item(s):

- a. Potential Refunding of Bonds Issued to Finance Arch Motor Set Replacements (Resolution #1059)
- b. 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 #1044)
- c. Contract Modification: Extension of Contract with The Harlan Company for Installation of Brentwood Bus Garage Oil and Water Separator (Resolution #1060)
- d. Contract Award – Project Support Services by Center for Transportation and the Environment (Resolution #1061)
- e. Contract Award – WSP USA Inc. On-Call General Engineering Consultant (Resolution #1062)
- f. Emergency Contract Award for Employee Temperature Screenings – Vobis Sanus LLC (DBA BrightStar Care) (Resolution #1063)
- g. Emergency Contract Award – DH Pace Company, Inc. for Employee Temperature Screening Gateways (Resolution #1064)
- h. Agreement with St. Clair County, Illinois Transit District (Resolution #1055)
- i. Sole Source Contracts for Hardware and Software Maintenance (Resolution #1065)
- j. Metro Transit’s Agency Safety Plan (Resolution #1066)

Vice Chair Zimmerman stated that the Committee is presenting one (1) additional item for the Board’s consideration today, with the Committees’ recommendation for approval, from the March Committee meeting, under “Unscheduled Business” which includes:

Contract Award – Paratransit Certification and Administrative Services (Resolution #1073)

He also noted that, at the May Committee meeting, several reports were provided to the Committee, including:

- Treasury-Safekeeping Quarterly Accounts – Ending December 31, 2019
- Treasury-Safekeeping Quarterly Accounts – Ending March 31, 2020
- Internal Audit Follow-Up Summary – 3rd Quarter FY2020
- Internal Audit Status Report – 3rd Quarter FY2020
- Internal Audit State Safety Oversight Status Report – 1st Quarter – Calendar Year 2020
- Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of December 31, 2019
- Financial Statements
- Treasurers Report
- Procurement Reports - 2nd and 3rd Quarters
- Metro Transit Operations Report

8. Report of the Security Sub-Committee

8:57 a.m. Commissioner Windmiller reported that a Meetings of the Security Sub-Committee were held on May 14, 2020, at 12:30 p.m., and June 11, 2020, at 8:30 a.m. The draft minutes of those meetings are included in your Board Packet today under Tab #8.

She noted that the Committee is introducing two (2) items on the Consent Agenda for your consideration today, under Item #10, with the Committees' recommendation of approval.

Consent Agenda Item(s):

- a. Metro System Security Strategy (Resolution #1067)
- b. Ride and Abide Policy (Resolution #1068)

In addition, at the June 11th meeting, Ms. Lurae Stuart, WSP, provided the Committee with a summary of the most recent WSP Scorecard for Metro Transit, related to progress concerning security updates for the system. Stephen Berry, General Manager of Public Safety, and Kevin Scott, Director of Public Safety, gave updates regarding response and coordination to the recent protests, and an update regarding the May 29th, Belleville Station incident.

9. Adjustment of Consent Agenda

8:57 a.m. Chair Windmiller asked if there are any adjustments to the Consent Agenda. None were noted.

10. Consent Agenda Items

8:58 a.m. Consent Agenda Items:

- a. Potential Refunding of Bonds Issued to Finance Arch Motor Set Replacements (Resolution #1059)
- b. 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 #1044)
- c. Contract Modification: Extension of Contract with The Harlan Company for Installation of Brentwood Bus Garage Oil and Water Separator (Resolution #1060)
- d. Contract Award – Project Support Services by Center for Transportation and the Environment (Resolution #1061)

- e. Contract Award – WSP USA Inc. On-Call General Engineering Consultant (Resolution #1062)
- f. Emergency Contract Award for Employee Temperature Screenings – Vobis Sanus LLC (DBA BrightStar Care) (Resolution #1063)
- g. Emergency Contract Award – DH Pace Company, Inc. for Employee Temperature Screening Gateways (Resolution #1064)
- h. Agreement with St. Clair County, Illinois Transit District (Resolution #1055)
- i. Sole Source Contracts for Hardware and Software Maintenance (Resolution #1065)
- j. Metro Transit’s Agency Safety Plan (Resolution #1066)
- k. Metro System Security Strategy (Resolution #1067)
- l. Ride and Abide Policy (Resolution #1068)

A motion to approve the Consent Agenda Items, was made by Commissioner Gully and seconded by Commissioner Beach. **The motion passed.**

11. Contract Award – DMS Contracting, LLC – Emerson Park and Belleville MetroLink Parking Lots (Resolution #1069)

9:01 a.m. A briefing paper was provided to the Board, regarding this item. Chris Poehler, Assistant Executive Director Engineering Systems, provided a brief overview noting that this project is for the rehabilitation of the parking lots at the Emerson Park and Belleville MetroLink Station in Illinois. He noted that a solicitation for this project was first issued in September 2019; however, no responsive bids were received. He noted that a second solicitation was issued in May 2020, and two bids were received; however, one of those bids was deemed unresponsive. As such, the bid was converted to a negotiated procurement. He stated that management is requesting that the Board of Commissioners approve an award of a single bid contract to DMS Contracting, LLC, in the amount of \$1,349,342.89, for Emerson Park and Belleville MetroLink Parking Lots Slurry Seal/Resurfacing, and the contract period shall be completed November 30, 2020.

Commissioner Gully made a motion to approve this item, as presented, and the motion was seconded by Commissioner Beach. **The motion passed. (Commissioner Simmons abstained from the vote.)**

12. Newstead Avenue Grade Crossing Signal System Modifications (Resolution #1070)

9:04 a.m. A briefing paper was provided to the Board, regarding this item. Jessica Mefford-Miller, Executive Director Metro Transit, provided a brief overview of this issue, noting that this is a request to enter into a contract with Wissehr Electrical Contractors to deliver MetroLink Signal System Modifications – Newstead Avenue Grade Crossing associated with Washington University School of Medicine roadway improvements. She noted that a solicitation was issued in April 2020; however, only one bid was received from Wissehr Electrical Contractors. Ms. Mefford-Miller stated that Wissehr Electrical Contractors is qualified to perform the Newstead Avenue signal modifications, which is very similar to signal modifications at the adjacent grade crossing performed by Wissehr Electric during the CORTEX Station project. She stated that management is requesting that the Board of Commissioners approve a request to authorize the President & CEO to enter into a contract with Wissehr Electrical Contractors to provide the necessary signal modifications associated with the MetroLink Newstead Avenue Grade Crossing, in the not-to-exceed amount of \$357,137.00, which includes a 10% contingency.

Commissioner Brown made a motion to approve this item, as presented, and the motion was seconded by Commissioner Gully. **The motion passed. (Commissioner Windmiller abstained from the vote.)**

13. MOA – MetroLink Extension to Mid America (Resolution #1071)

9:05 a.m. It was noted that a briefing paper was provided to the Commissioners on Wednesday, regarding a request to enter into an Intergovernmental Agreement between the St. Clair County Transit District (SCCTD) and Bi-State Development (BSD), for the design and construction of the MetroLink Extension from Shiloh-Scott Station to MidAmerica St. Louis Airport in Mascoutah, Illinois. Chris Poehler, Assistant Executive Director Engineering Systems, provided a brief overview of this issue.

Commissioner Simmons stated that it is his understanding that there are some outstanding issues regarding this agreement and some issues which need to be addressed. He stated that he would feel more comfortable if this item was postponed until the next meeting.

Commissioner Beach made a motion to postpone this item until the next meeting, and the motion was seconded by Commissioner Zimmerman. **The motion passed. (Commissioner Simmons abstained from the vote.)**

14. Metro Transit Operations Report

9:16 a.m. Jessica Mefford-Miller, Executive Director Metro Transit, addressed the Board of Commissioners and provided a report of ridership and an overview of safety measures being taken regarding the COVID-19 situation. She reported an extension of the incentive program for front-line employees, and noted that additional service changes will be implemented in the next few months. Ms. Mefford-Miller reported that a mobile ticketing program was implemented on Monday, and the microtransit service with Via will begin shortly. She noted that the customer service team continues to work solely from home, and continues to be productive. She also reported that employee appreciation events started this morning. Commissioner Brown asked if the mask requirement is still in effect. Ms. Mefford-Miller stated that the requirement began on May 11th, and it remains in effect. She noted that Bi-State Development is supplying masks to staff and to customers who do not have a mask. Commissioner Zimmerman asked how staff is handling customer refusals to wear masks. Ms. Mefford-Miller stated that there has been a significant level of compliance; however, operators do have the right to refuse service to anyone who refuses to wear a mask. These situations are being handled by Public Safety with de-escalation techniques, and at this point, there have been no altercations. Commissioner Simmons posed questions regarding the morale of the front-line workers. Ms. Mefford-Miller stated that the shortened shifts, increased supply of personal protective equipment and incentive pay have helped with the morale. Commissioner Brown asked if there is social distancing on the buses. Ms. Mefford-Miller noted that buses are restricted to “seat load”, and all riders must remain 6 feet from the operator.

15. Unscheduled Business

9:24 a.m. Chair Windmiller acknowledged the newest member to the Board, Commissioner Nate Johnson, and welcomed him to the Board. She thanked him for agreeing to serve on the Board of Commissioners, and for his passion for the St. Louis area and for the transit system.

a) Contract Award – Paratransit Certification and Administrative Services (Resolution #1073)

9:36 a.m. It was noted that a briefing paper was supplied to the Board of Commissioners regarding a request for approval to authorize the President and CEO to enter into a contract with MTM, Inc., in an not to exceed amount of \$3,581,787.00, to provide the necessary services to operate Metro’s ADA Paratransit Certification Program, Reduced Fare Identification Program and Metro’s Travel Training Program. Ms. Jessica Mefford-Miller gave an overview of this issue.

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

b) Contract Award: Gillig, LLC, Purchase 6 Battery Electric Buses (Resolution #1074)

9:39 a.m. It was noted that a briefing paper was supplied to the Board of Commissioners regarding a request to award a contract to Gillig, LLC, for the purchase of six (6) Battery Electric Buses, at a cost not to exceed \$971,398.00 per bus, which includes a 5% contingency for preproduction modifications. Jessica Mefford-Miller provided an overview. Commissioner Cox asked if this purchase is in addition to the previous bus purchase that was authorized by the Board of Commissioners. Ms. Mefford-Miller indicated that this purchase is in addition to the previous purchase, and clarified that the current vendor is different from the first purchase, due to the size of the buses being purchased. Additional discussion was held regarding size of buses and recharging of the battery electric fleet.

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

Commissioner Zimmerman posed questions regarding the status of the Agency’s agreement with the Loop Trolley. President and CEO Roach noted that our Agency is providing minimum services under SSO, and he provided clarification of the Agency’s obligations under that agreement. Chair Windmiller thanked Mr. Roach for the clarification.

Commissioner Gully left the meeting at approximately 9:50 a.m.

c) Committee Appointments

9:51 a.m. Chair Windmiller noted that Committee appointments have been made for 2020-21. Commissioner Johnson has agreed to serve as a member of the Audit, Finance & Administration Committee, and Commissioner Zimmerman has agreed to serve as Chair of that Committee. In addition, Terry Beach has agreed to serve as a member of the Operations Committee. Commissioner Windmiller will be serve as the Chair of the Operations Committee. Chair Windmiller noted that Ms. Bennett will be e-mailing an updated Committee list to the Commissioners this afternoon, as well as an updated contact list for the Board members.

16. Call of Dates for Future Board and Committee Meetings

9:52 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Executive Committee Meeting:	Tuesday	July 7, 2020	1:00 PM
Security Sub-Committee Meeting:	Thursday	August 13, 2020	8:30 AM
Operations/Audit Finance & Administration:	Friday	August 21, 2020	8:30 AM
Board of Commissioners Meeting:	Friday	September 25, 2020	8:30 AM

17. 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); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).

9:53 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; (D) (2) Real Estate; and (D) (3) Personnel.

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

Rose Windmiller – Yea	Terry Beach – Yea
Vernal Brown – Yea	Derrick Cox – Yea
Fred Pestello – Yea	Irma Golliday – Yea
Nate Johnson – Yea	Herbert Simmons – Yea
	Justin Zimmerman – Yea

The motion passed unanimously, and the Committee moved into Executive Session at 9:54 a.m.

The Board of Commissioners reconvened to the Regular Meeting at approximately 10:35 a.m.

Chair Windmiller noted that, per recent changes to Board Policy, no final action votes will be taken in a closed meeting or closed (executive) session. For items requiring final action, a roll call vote shall be taken in open session.

Commissioner Golliday made a motion to approve the minutes from the April 24, 2020, Board of Commissioners, Executive Session, as a closed record. The motion was seconded by Commissioner Brown. A roll call vote was taken as follows:

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

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

The motion passed.

Commissioner Pestello made a motion to approve the minutes from the May 21, 2020, Board of Commissioners Special Meeting, Executive Session, as a closed record. The motion was seconded by Commissioner Zimmerman. A roll call vote was taken as follows:

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

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

The motion passed.

Commissioner Beach made a motion to approve the Consent Agenda including: Agreement Between Bi-State Development (BSD) and St. Clair County Transit District (SCCTD) for Communications and 911 Centers at the Emerson Park - MetroLink Facility (Resolution #1072). The motion was seconded by Commissioner Golliday. A roll call vote was taken as follows:

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

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

The motion passed.

Chair Windmiller asked if there was any further business, and being none, Commissioner Golliday 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 10:39 a.m.

Open Session Item

5

**BI-STATE DEVELOPMENT
EXECUTIVE COMMITTEE MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
July 7, 2020 3:00 PM**

Executive Committee Members in Attendance via Zoom

Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer

Rose Windmiller, Chair – Absent
Vernal Brown, Secretary – Absent

Other Board Members in Attendance via Zoom

Constance Gully

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel
Brenda Deertz, Administrator & Executive Assistant to the President & CEO
Myra Bennett, Manager of Board Administration
Mark Vago, Senior Vice President and Chief Financial Officer
Tammy Fulbright, Senior Director Financial Planning & Treasury

Others in Attendance

Jason Terry, Gilmore & Bell
Jeff White, Columbia Capital
Brett Runge, ASL Interpreter

1. **Open Session Call to Order**
3:00 p.m. Vice Chair Zimmerman called the Open Session of the Executive Committee Meeting to order at 3:00 p.m.
2. **Roll Call**
3:00 p.m. Roll call was taken, as noted above.

3. A Resolution of the Executive Committee of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District Fixing and Determining the Final Terms of the Agency's Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2020A and Taxable Combined Lien Mass Transit Sales Tax Appropriation refunding bonds, Series 2020B; and Authorizing and Approving Certain Documents Relating to Such Bonds, All as Authorized pursuant to a Resolution of the Board Adopted on April 24, 2020 (Resolution #1075)

3:01 p.m. Tammy Fulbright presented information relating to the final terms for the bond refunding. She noted that there will be a \$24.7 million of total savings, when expressed in 2020 dollars (present value), and there will be \$36.4 million of budgetary savings over the life of the bonds. Ms. Fulbright noted that there will be \$17.5 million in savings realized in FY21, and \$800,000 per year in debt service, for each year following. Commissioner Simmons noted that this is good news.

Commissioner Gully asked if a vote is needed, since the Board of Commissioners authorized this previously. Barbara Enneking, General Counsel, noted that a vote of the Executive Committee is needed to finalize the numbers.

President and CEO Roach commended Columbia Capital for their efforts, and he commended Ms. Fulbright for her work on this refinancing project and her work in fundamental financial management for the Agency. Vice Chair Zimmerman also commended staff for their work.

A motion to approve the item, as presented, was made by Vice Chair Zimmerman and seconded by Commissioner Simmons. A roll call vote was taken as follows:

Justin Zimmerman, Vice Chair – Yea
Herbert Simmons, Treasurer – Yea
Constance Gully – Yea

The motion passed unanimously.

4. Adjournment

Vice Chair Zimmerman asked for a motion to adjourn the meeting. The motion to adjourn was made by Commissioner Gully and seconded by Commissioner Simmons. The motion passed, and the meeting was adjourned at approximately 3:06 p.m.

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS
SPECIAL MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
August 27, 2020 9:15 AM**

Board Members Participating via Zoom

Rose Windmiller, Chair
Vernal Brown, Secretary
Fred Pestello

Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer
Irma Golliday
Terry Beach

Nate Johnson – Absent
Constance Gully – Absent

Derrick Cox – Absent

Staff in Attendance 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
Jessica Mefford-Miller, Executive Director Metro Transit
Virgie Chaffen Jr., Director of Labor Relations
Charles Stewart, Executive Director Organizational Effectiveness
Mark Vago, Sr. Vice President Chief Financial Officer
Mary Lamie, Executive Vice President of Multi Modal Enterprises
Gregory Smith, Vice President – Purchasing, Materials Management, and Supplier Diversity

Others in Attendance via Zoom

Karen Snead, ASL Interpreter
Anna Walton, ASL Interpreter

1. **Open Session Call to Order**
9:15 a.m. Chair Windmiller called the Open Session of the Special Meeting of the Board of Commissioners to order at 9:15 a.m.
2. **Roll Call**
9:15 a.m. Roll call was taken, as noted above.

3. 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 Enter Into a Memorandum of Agreement with Local 2 (Missouri) and Local 309 (Illinois) of the International Brotherhood of Electrical Workers (IBEW) (Resolution 1076)

9:16 a.m. Taulby Roach, President and Chief Executive Officer, and Jessica Mefford-Miller, Executive Director Metro Transit, presented information relating to the final terms of the contract with the IBEW. Ms. Mefford-Miller stated that negotiations regarding this contract have been ongoing since June 2018. The proposed contract has been successfully approved by the membership, and the term of the contract will be for three years, ending June 2022. The contract includes a pay increase over the three year period at a rate of 2.25% for the first year, and 3% for the second and third years. Ms. Mefford-Miller stated that the agreement also includes a shift differential, along with improvements to the retirement fund. Chair Windmiller asked the start date of the contract. Ms. Mefford-Miller noted that the agreement is retroactive, to July 1, 2019, and the changes would be implemented by Mr. Vago's financial team by September 1, 2020. Commissioner Zimmerman stated that the terms seem reasonable; however, expressed concerns regarding how the increase will align with the current outlook for the organization. President and CEO Roach stated that these numbers will work within the scope of the budget, and added that, having a signed contract allows the Agency to have certainty regarding these labor costs, which will assist in future budgeting processes.

A motion to approve the item, as presented, was made by Commissioner Beach and seconded by Commissioner Simmons. A roll call vote was taken as follows:

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

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

The motion passed.

4. A Resolution of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Approving an Intergovernmental Agreement between the St. Clair County Transit District and the Bi-State Development Agency, for a Project Extending MetroLink from Shiloh Scott Station to Mid America Airport

9:23 a.m. Chair Windmiller stated that she has been informed that this item will be postponed until the September Board of Commissioners Meeting. Taulby Roach, President and Chief Executive Officer, noted that he is working on the final details of this Agreement.

5. Adjournment

9:25 a.m. Chair Windmiller asked for a motion to adjourn the meeting. The motion to adjourn was made by Commissioner Brown, and seconded by Commissioner Zimmerman. The motion passed, and the meeting was adjourned at approximately 9:25 a.m.

**BI-STATE DEVELOPMENT
COMBINED OPERATIONS / AUDIT, FINANCE & ADMINISTRATION
COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting – Immediately following Special Meeting)
August 27, 2020**

Operations Committee Members participating via Zoom

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

Audit, Finance & Administration Committee Members participating via Zoom

Justin Zimmerman, Chair
Herbert Simmons
Fred Pestello
Constance Gully – Joined Zoom meeting at approximately 9:30 a.m.
Nate Johnson – Absent

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
Jessica Mefford-Miller, Executive Director Metro Transit
Tammy Fulbright, Sr. Director, Financial Planning & Treasury
Mary Lamie, Executive Vice President of Multi Modal Enterprises
Angela M. Staicoff, Interim Director of Internal Audit
Mark Vago, Sr. Vice President Chief Financial Officer
Kent Swagler, Director of Corporate Compliance and Ethics
Gregory Smith, Vice President – Purchasing, Materials Management, and Supplier Diversity
Andrew J Ghiassi, Director of Safety
Charles Stewart, Executive Vice President Organizational Effectiveness
Kathy Brittin, Director Risk & Absence Management
Chris Poehler, Assistant Executive Director Engineering Systems
Stephen Berry, General Manager System Safety, Security & Emergency Management
Karl Tyminski, Sr. Internal Auditor/PT
Kevin Scott, General Manager Field Security
Tim Nittler, Director Capital Projects

Others participating via Zoom

Justin Sobeck, MoDOT
Alexis Billingslea, IDOT
Joshua Katz, IDOT
Jonathan Stevanovich, IDOT
Karen Snead, ASL Interpreter
Anna Walton, ASL Interpreter

1. Open Session Call to Order

9:27 a.m. Chair Windmiller called the Open Session of the Combined Operations / Audit, Finance & Administration Committee Meeting to order at 9:27 a.m.

2. Roll Call

9:27 a.m. Roll call was taken, as noted above.

3. Public Comment

9:28 a.m. Chair Windmiller will ask Ms. Bennett if any public comments have been received for today's meeting. Ms. Bennett noted that no public comments were submitted.

4. Minutes of the May 21, 2020 Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting

9:28 a.m. The minutes of the May 21, 2020, Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Golliday and seconded by Commissioner Brown. (Commissioner Pestello abstained from the vote.) **The motion passed.**

5. Single Bid Contract with Dove Equipment - Paint Booth Man Lifts Replacement

9:28 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, a request to award a single bid contract to Dove Equipment for the replacement of two man lifts located at Bi-State Development's Central Facility, in the not to exceed amount of \$133,509.00 for equipment, installation, demolition, and labor, which includes 10% contingency. Jessica Mefford-Miller, Executive Director Metro Transit, gave an overview of this item.

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

Commissioner Gully joined the Zoom meeting at approximately 9:30 a.m.

6. Contract Modification: Time Extension of Contract with Jacobs Engineering for General On-Call GEC Design and Engineering Consultant Services

9:30 a.m. A briefing paper was provided in the meeting materials, regarding a request to accept and refer to the Board of Commissioners, for approval, a request to authorize the President & CEO to execute a contract modification for a no cost time extension, with the end date of July 31, 2021, with Jacobs Engineering, for the continuation of On-Call GEC Design and Engineering

Consulting Services for task Orders/task Order modifications, created and executed under contract number 16-RFP-102111-CG. Chris Poehler, Assistant Executive Director Engineering Systems, provided an overview of this issue.

Commissioner Windmiller asked how the on-call services would be addressed, upon conclusion of the extension of contract. Mr. Poehler noted that bids were received and a new, three to five year contract has been awarded to WSP for these services. He noted that there will be a slight overlap regarding these contracts.

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

7. Sole Source Contract with INIT for COPILOT Retrofit Project

9:32 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a contract with INIT, Innovations in Transportation, Inc., to retrofit the aged COPILOT equipment currently used on the MetroLink light rail system, in an amount not to exceed \$570,000. Jessica Mefford-Miller, Executive Director Metro Transit, gave a brief overview of this issue.

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

8. License Agreement between Bi-State Development and Great Rivers Greenway for Chouteau Greenway Trail Improvements

9:34 a.m. Chair Windmiller noted that she has been advised that this item is to be removed from today's agenda.

9. Memorandum of Understanding Between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers for the Administration and Implementation of a Truck Driver Training and Apprenticeship Program

9:34 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners for approval, authorization for the President and CEO to execute the Memorandum of Understanding between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers, Inc., regarding the truck driver training and apprenticeship program. Mary Lamie, Executive Vice President of Multi Modal Enterprises, gave a brief overview of this issue, noting that a \$15,000 grant has been received from the U.S. Department of Labor to address the issue of the lack of qualified truck drivers, and provide class training and on the job training. Commissioner Beach stated that Ms. Lamie may wish to contact Rick Stubblefield, Executive Director Intergovernmental Grants, St. Clair County, and Tony Fuhrmann, Director Madison County Employment and Training, regarding this issue, indicating that Illinois is continuing to receive COVID funding for these types of apprenticeship programs.

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

Operations Committee Chair Windmiller noted that Audit, Finance and Administration Committee Chair Zimmerman, will take over and chair the meeting at this point.

10. FY2021 Annual Audit Work Plan

9:37 a.m. A briefing paper was provided in the Committee packet, regarding a request for approval of the FY2021 Annual Audit Work Plan. Angela M. Staicoff, Interim Director of Internal Audit, provided a brief overview of this issue.

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

11. Bi-State Safety Oversight: 2019 Annual Update

9:39 a.m. A briefing paper was provided in the Committee packet, regarding the Bi-State Safety Oversight – 2019 Annual Update. Andrew J Ghiassi, Director of Safety, provided a brief overview and PowerPoint presentation regarding this issue. He noted that Justin Sobeck-MoDOT, Alexis Billingslea-IDOT, Joshua Katz-IDOT and Jonathan Stevanovich-IDOT are participating in today's meeting, should the Board have any questions. President and CEO Roach noted that this update is provided with our State Oversight Partners. He stated that this includes an internal process for review by the Internal Audit Department, and noted that Stephen Berry has also been involved in the process regarding training. This item was presented for information only.

12.–15. 9:48 a.m. Chair Zimmerman noted that Items #12 through Item #15 consist of reports prepared by the Internal Audit Department, as information only, including:

12. IAD Audit Follow-Up Summary – 4th Qtr. FY2020
13. IAD Status Report – 4th Qtr. FY2020
14. IAD SSO-Status Report – 2nd Qtr.-Calendar Yr. 2020
15. Treasury-Safekeeping Accts. Audit, Ending June 30, 2020

Chair Zimmerman noted that Angela Staicoff, Interim Director of Internal Audit, is in attendance, if there are any questions pertaining to these reports. Discussion was held regarding Item #12, pages 1 and 2, concerning funds owed by the Gateway Arch and Riverfront Attractions to other areas of the Bi-State Development Agency. President and CEO Roach noted that several issues have affected these operations, including the COVID-19 situation and flooding. Chair Zimmerman asked that Mark Vago, Sr. Vice President Chief Financial Officer, provide a detailed update on these issues at the September Board of Commissioners meeting. Being no further questions, Chair Zimmerman proceeded to Item #16.

16. Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2020

9:54 a.m. A briefing paper was provided in the Committee packet, regarding the Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2020. Charles Stewart, Executive Vice President Organizational Effectiveness, provided a brief overview of the current status of each plan. This item was presented as information only, and no action of the Committee is required.

17. Update on Risk Management Insurance Program

10:02 a.m. A briefing paper was provided in the Committee packet, providing an update on the FY 2021 Risk Management Insurance Program. Kathy Brittin, Director Risk & Absence Management, gave an overview of each insurance program, and difficulties that have been encountered with several of the insurance programs. She noted that the total program has seen an increase in premiums of 49%, and currently, the program is 24.8% over budget. Commissioner Windmiller stated that she has experienced issues, such as those noted with the Excess Liability program, in her industry as well, and appreciates the work that is being done to keep the premiums as reasonable as possible. Commissioner Beach posed questions regarding Workers' Compensation for the Airport being a separate item. Ms. Brittin remarked that, since this operation is so specialized, it is unable to absorb large deductibles, and is therefore handled and insured separately. This item was presented as information only, and no action of the Committee was required.

18. Quarterly Financial Statements – 4th Quarter ended June 30, 2020

10:17 a.m. The quarterly financial statements for the 4th quarter, ended June 30, 2020, were provided in the Committee packet. Mark Vago, Sr. Vice President Chief Financial Officer, provided a brief overview of the status of each business division within the Bi-State Development Agency. This item was presented for information only, and no action of the Committee was required.

19. Treasurer's Report – Quarter Ended March 31, 2020

10:22 a.m. A summary was provided in the Committee packet, regarding the Treasurer's Report – Quarter Ended March 31, 2020. Tammy Fulbright, Sr. Director Financial Planning & Treasury, provided a brief overview of this issue, with focus on page 3 of the summary. She noted that the FY2021 budget has been approved by St. Louis City and St. Louis County. This item was presented for information only, and no action of the Committee was required.

20. Quarterly Procurement Report

10:25 a.m. A memorandum was provided in the Committee packet, to provide a summary of the quarterly procurement activity. Gregory Smith, Vice President – Purchasing, Materials Management, and Supplier Diversity, provided an overview of this report. This information was presented for information only, and no action of the Committee was required.

21. Compliance and Ethics “State of the Agency”

10:26 a.m. A briefing paper was provided in the Committee packet, regarding the “State of the Agency” for Bi-State Development's Corporate Compliance and Ethics requirements and programs. Kent Swagler, Director of Corporate Compliance and Ethics, provided an overview and presentation regarding this item. This item was presented for information only, and no action of the Committee was required.

22. Metro Transit Operations Report

10:35 a.m. An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit, provided a verbal report for the

Committee, focusing on restoration of ridership, strategic goals of Metro Transit, and the COVID-19 response. She also noted that an online survey has been made available to the ridership to obtain input on how to better serve our customers. Commissioner Pestello noted that there are three trends across the nation, relating to ridership, including: 1) the unemployment rate, 2) more individuals working from home, and 3) safety concerns. He asked how Ms. Mefford-Miller is preparing for the future, in light of these trends. Ms. Mefford-Miller stated that there will probably be a need to reduce service levels in the short run, with a focus on making transit a more attractive choice, in order to increase ridership in the future. Commissioner Zimmerman asked that a summary be provided to the Board, of how the Lyft and Via usage is fitting into the system. Commissioner Simmons asked when raw data from the online survey would be available. Ms. Mefford-Miller noted that the data should be available next week, and she will share that information with the Commissioners. This item was submitted as information only, and no action is needed by the committee.

23. President and CEO Report

11:02 a.m. Bi-State Development President and CEO, Taulby Roach, addressed the Committee stating that the Agency is striving to be a “forward facing” organization, focusing on the issues in front of us, and moving towards fiscal stability, with the flexibility to adapt to the challenges ahead. Commissioner Pestello stated that he feels that Mr. Roach is “spot on” in his approach.

24. Unscheduled Business

11:05 a.m. There was no unscheduled business.

25. Call of Dates for Future Board and Committee Meetings

11:05 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Board of Commissioners Meeting:	Friday	September 25, 2020	8:30 AM
Security Sub-Committee Meeting:	Thursday	October 8, 2020	8:30 AM
Operations/Audit Finance & Administration:	Friday	October 16, 2020	8:30 AM

26. 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); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).

11:06 a.m. Chair Zimmerman 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 Windmiller and seconded by Commissioner Golliday. A roll call vote was taken as follows:

Rose Windmiller – Yea
Constance Gully – Yea
Vernal Brown – Yea
Fred Pestello – Yea

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

The motion passed unanimously. The Committee moved to Executive Session at 11:06 a.m.

27. Reconvene to Open Meeting

11:47 a.m. The Committee reconvened to the Open Meeting at approximately 11:47 a.m. Chair Zimmerman noted that, per Board Policy, no final action votes will be taken in a closed meeting or closed (executive) session.

Commissioner Windmiller made a motion to approve the Minutes from the May 21, 2020, Executive Session of the combined meeting of the Operations and Audit, Finance, & Administration Committee, as a closed record. The motion was seconded by Commissioner Golliday.

Rose Windmiller – Yea
Constance Gully – Yea
Vernal Brown – Yea
Fred Pestello – Abstain

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

The motion passed.

Commissioner Gully made a motion to approve the Draft – Fuel Hedging Audit, as presented. The motion was seconded by Commissioner Windmiller.

Rose Windmiller – Yea
Constance Gully – Yea
Vernal Brown – Yea
Fred Pestello – Yea

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

The motion passed.

Commissioner Gully made a motion to approve the Draft-Disadvantaged Business Enterprise Audit, as presented. The motion was seconded by Commissioner Simmons.

Rose Windmiller – Yea
Constance Gully – Yea

Justin Zimmerman – Yea
Terry Beach – Yea

Vernal Brown – Yea
Fred Pestello – Yea

Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed.

Commissioner Simmons made a motion to approve the Draft-Cortex MetroLink Station Construction Audit, as presented. The motion was seconded by Commissioner Beach.

Rose Windmiller – Abstain
Constance Gully – Yea
Vernal Brown – Yea
Fred Pestello – Abstain

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

The motion passed.

28. Adjournment

11:51 a.m. Chair Zimmerman asked if there was any further business, being none, Commissioner Gully made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. Motion passed, and the meeting was adjourned at approximately 11:51 a.m.

Open Session Item

9

**BI-STATE DEVELOPMENT
SECURITY SUB-COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
August 13, 2020 @ 8:30 AM**

Sub-Committee Members in Attendance via Zoom

Missouri

Fred Pestello
Vernal Brown – Absent
Rose Windmiller – Absent

Illinois

Herbert Simmons, Chair
Derrick Cox
Irma Golliday (Joined the meeting at 8:31 AM)

Other Commissioners in Attendance via Zoom

Nate Johnson

Terry Beach

Staff in Attendance 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, Central Facility - Public Safety
Kevin Scott, Director - Public Safety, Central Facility - Public Safety
Vernon Summers, Manager - Contract Security, Central Facility - Public Safety
Jessica Mefford-Miller, Executive Director Metro Transit

Others in Attendance

Brett Runge, ASL Interpreter
Lurae Stuart, WSP
Marcy Meystrik, East-West Gateway
Ken Sharkey, SCCTD
Jonathan Frederick, SCCTD

1. **Open Session Call to Order**
8:30 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Security Sub-Committee Meeting to order at 8:30 a.m.
2. **Roll Call**
8:30 a.m. Roll call was taken, as noted above.

Commissioner Irma Golliday joined the meeting at 8:31 a.m.

- 3. Approval of the Minutes of the June 11, 2020 Security Sub-Committee, Open Meeting**
8:31 a.m. The minutes of the June 11, 2020 Security Sub-Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Pestello and seconded by Commissioner Simmons. **The motion passed.**
- 4. Approval of the Minutes of the July 9, 2020 Security Sub-Committee, Emergency Meeting**
8:31 a.m. The minutes of the July 9, 2020 Security Sub-Committee, Emergency Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Cox and seconded by Commissioner Pestello. **The motion passed.**
- 5. Law Enforcement Service Agreement with the St. Clair County, Illinois Sheriff's Department**
8:32 a.m. A briefing paper was included in the Committee packet, regarding a request to review and forward to the Board of Commissioners for approval, a Law Enforcement Services Agreement with the St. Clair County, Illinois Sheriff's Department for law enforcement services on the St. Clair County, Illinois MetroLink alignment.

An overview of this item was provided by Kevin Scott, Director - Public Safety, noting that this is an annual contract for the general MetroLink policing detail, and does not include the secondary police contract. He noted it provides for a 3% increase. Commissioner Simmons asked how many officers Metro Transit has, under this contract. Mr. Scott stated that it includes 17 officers. President and CEO Roach noted that the billable rates were approved a few weeks ago.

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

- 6. Update – Ride and Abide Policy**
8:37 a.m. Stephen Berry, General Manager - Public Safety, gave an update regarding the newly implemented Ride and Abide Policy. He noted that the new policy has been in effect for a few weeks, and the process has been going smoothly. Staff has participated in training, and additional staff have been put in place, to track the data that is gathered, and ensure training is implemented for all partners. He noted that the security staff is working to gain compliance through the implementation of the policy, as opposed to working on the issue of fare evasion. He noted that 5% of the ridership cause 90% of the issues, and staff are working to address that 5%. He stated that there has been great acceptance of the program thus far.

President and CEO Roach stated that this policy provides a tool to the security staff to deal with the worst offenders, and repeat offenders. He noted that three individuals have been banned from the system for a period of time at this point, including the individual who instigated the Forrest Park incident. He stated that a rider who repeatedly damaged Metro Transit equipment, by cutting seats, has also been banned from the system.

Commissioner Cox thanked staff for the update, and asked for clarification of how the policy is being implemented. Discussion held. Ms. Lurae Stuart, WSP, stated that, first and foremost, security must ensure that the policy is being enforced in an equitable manner. It was noted that the main focus of the policy is chronic offenders, who have been given the opportunity to change their behavior, but have not. She noted that there is a review system in place to ensure that the

policy is being operated in a fair and equitable manner, within set parameters. In addition, it was noted that there is a system in place for those who are banned from the system to ask that Metro Transit reconsider, and if their behavior changes, would allow for them to return as riders to the system. Commissioner Cox stated that he would like to ensure that riders are receiving this information, and understand that these issues are being addressed by Metro Transit.

7. Motion to move Executive Session

8:48 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) (10) – Security. A motion to move into Executive Session was made by Commissioner Pestello and seconded by Commissioner Cox. A roll call vote was taken as follows:

Fred Pestello – yea
Nate Johnson – yea

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

The motion passed unanimously, and the Committee moved into Executive Session at 8:49 a.m.

8. Reconvene to Regular Meeting

9:25 a.m. The Committee reconvened to the Regular Meeting at approximately 9:25 a.m. Chair Simmons asked for a motion to approve the minutes of the July 9, 2020, Security Sub-Committee, Emergency Meeting, Executive Session, as presented, as a closed record. The motion was made by Commissioner Golliday and was seconded by Commissioner Beach. The poll of the Board being:

Fred Pestello – yea
Nate Johnson – yea

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

The motion passed.

9. Public Comment

9:26 a.m. Chair Simmons noted that he inadvertently failed to address this item earlier in the meeting, and he asked Ms. Bennett if any speaker cards were submitted for today’s meeting. She noted that no speaker cards were submitted.

10. Adjournment

9:27 a.m. Chair Simmons asked if there was any further business; being none, Commissioner Golliday made a motion to adjourn the meeting. The motion was seconded by Commissioner Pestello. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:27 a.m.

Open Session Item

11 a

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Single Bid Contract with Dove Equipment - Paint Booth Man Lifts Replacement**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director Metro Transit;
Darren Curry, Chief Mechanical Officer;
Greg Smith, Vice President Purchasing, Materials Management and Supplier Diversity

Objective:

To present to the Board of Commissioners for approval, a request to award a single bid contract to Dove Equipment for the replacement of two man lifts located at Bi-State Development's (BSD) Central Facility.

Background:

The existing man lifts on each side of the paint booth located at BSD Central Facility are old, unsafe, and parts for repairing are obsolete. It is necessary and prudent to demolish and replace the existing man lifts, in order to maintain reliable function as originally intended, to safely elevate personnel and their tools and equipment while utilizing the paint booth when painting buses. The man lifts must meet certification standards and come equipped with a certified safety harness for each lift, with the capability of handling a load capacity of a minimum of 500 lbs.

Solicitation 20-SB-129954-CG - Paint Booth Man Lifts Replacement was issued on June 17, 2020, seeking bids from qualified companies that could demolish/dispose existing man lifts and install new equipment. The sealed bid was advertised in Bi-State Development's iSupplier Portal. The iSupplier Portal is the agency's web-based communication tool structured to allow interested bidders full and open access to view, communicate, and submit bids on active solicitations.

To encourage competitive bidding, communications were sent to companies requesting status of their intentions to participate in bidding prior to the bid due date. The below responses were received:

Company	Reason for non-participation
PaintBooth.com	Does not have personnel resources
Accudraft	Lift equipment will not meet the specifications
Blastone	Firm felt this project would not be a good fit for their organization at this time
LPI	Does not have the capabilities to do the demolition or installation but work closely with qualified distributors like Dove Equipment

Analysis:

On July 14, 2020, one bid was received from Dove Equipment, which included pricing for equipment and installation as shown below:

Item #	Pricing provided by Dove Equipment	Item Ext Price
1	LPI Manlifts	\$97,142.00
2	Installation	\$24,230.00
	Total Price:	\$121,372.00

Dove’s pricing, compared to the Independent Cost Estimate (**ICE**) prepared by the Project Manager/Superintendent of Facilities Maintenance Building & Grounds, does not exceed the Independent Cost Estimate.

Independent Cost Estimate (ICE)		
1	Equipment, Labor, Installation, materials	\$300,000.00

Due to Dove Equipment being the only company that participated in submitting pricing for equipment and installation, the sealed bid method will be converted to a negotiated procurement. Current fluctuations in steel price and the possibility that delays may occur during the demolition phase may impact the availability of installation crews and possible adjustment in pricing.

Previous Action:

This item was recommended for approval at the August 27, 2020, Combined Meeting of the Operations Committee and Audit, Finance, & Administration Committee.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve a single bid (negotiated procurement) to Dove Equipment, in the not to exceed amount of **\$133,509.00**, for equipment, installation, demolition, and labor, which includes 10% contingency.

Funding Source:

Funding will be provided from approved Federal Transit Administration (**FTA**) Grant number MO-2016-026 and Prop M.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SINGLE BID, NEGOTIATED PROCUREMENT, TO DOVE
EQUIPMENT FOR THE REPLACEMENT OF TWO MAN LIFTS**

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”) Procurements exceeding \$100,000; and

Whereas, the existing man lifts on each side of the paint booth located at BSD Central Facility are old, unsafe, and parts for repairing are obsolete, and it is necessary and prudent to demolish and replace the existing man lifts, in order to maintain reliable function as originally intended, to safely elevate personnel and their tools and equipment while utilizing the paint booth when painting buses; and

Whereas, solicitation 20-SB-129954-CG - Paint Booth Man Lifts Replacement was issued on June 17, 2020, seeking bids from qualified companies that could demolish/dispose existing man lifts and install new equipment; and

Whereas, on July 14, 2020, one bid was received from Dove Equipment; and

Whereas, due to Dove Equipment being the only company that participated in submitting pricing for equipment and installation, the sealed bid method was converted to a negotiated procurement; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a single bid (negotiated procurement) to Dove Equipment, in the not to exceed amount of \$133,509.00, for equipment, installation, demolition, and labor, which includes 10% contingency, for the replacement of two man lifts, 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 approves a single bid (negotiated procurement) to Dove Equipment, in the not to exceed amount of \$133,509.00, for equipment,

installation, demolition, and labor, which includes 10% contingency, for the replacement of two man lifts, 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 Dove Equipment.

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

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 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 25th day of September, 2020.

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

Open Session Item

11 b

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: Time Extension of Contract with Jacobs Engineering for General On-Call (GEC) Design and Engineering Consultant Services**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director Metro Transit;
Christopher C. Poehler, Assistant Executive Director Engineering Systems;
Gregory A. Smith, Vice President Procurement & Inventory Management

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a contract modification for a no cost time extension with Jacobs engineering for the continuation of On-Call GEC Design and Engineering Consulting Services for task Orders/task Order modifications, created and executed under contract number 16-RFP-102111-CG.

Previous Board Action:

The Board of Commissioners' approval was granted April 26, 2019, for Contract Modification Three with Jacobs Engineering for General On-Call (GEC) Design and Engineering Consultant Services, increasing the contract amount from \$1,500,000 to \$2,500,000.

Background:

In April 2016, Bi-State Development (BSD) entered into a contract with Jacobs Engineering for On-Call Design & Engineering Consulting Services for a period of three base years and two option years. After completion of three base years and option year one, the agency decided not to exercise option year two with Jacobs Engineering.

Two, 90-day contract extensions have been issued (Contract Modification Nos. 4 and 5) which allowed Jacobs Engineering to continue as BSD's On-Call Engineering and Design Consulting Firm of record during the issuance of the new solicitation until awarding of the new contract. Contract Modification No. 5 allowed Jacobs to receive new task order modifications up to July 1, 2020 and required all task orders to be completed by September 30, 2020.

Analysis:

As a result of the final task order (Task Order No. 32) being issued on June 30, 2020, for services during construction of the Emerson Park Building Renovation Project, the contract end date will need to be extended past the September 30, 2020, deadline. The period of performance for Task Order No. 32 is approximately ten months. Therefore, additional time is required to allow Jacobs Engineering to complete the services outlined in Task Order No. 32 by incorporating a time extension for ten months.

Open Session Agenda Item
Bi State Development Agency
Board of Commissioners
Contract Modification: Time Extension Jacobs Engineering-General On-Call (GEC) Design
& Engineering Consultant Services
September 25, 2020
Page 2

Funding Source:

Funding for task orders and task order modifications approved from capital projects, local funding, or included in operating budgets.

Previous Action:

This item was recommended for approval at the August 27, 2020, Combined Meeting of the Operations Committee and Audit, Finance, & Administration Committee.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve this request to allow BSD to issue a contract modification for a time extension to Jacobs Engineering, extending the contract end date to July 31, 2021.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH JACOBS ENGINEERING FOR GENERAL
ON-CALL DESIGN AND ENGINEERING CONSULTANT SERVICES
BY GRANTING A CONTRACT EXTENSION**

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(G), requires Board approval for contract extensions in excess of 180 days; and

Whereas, the Board of Commissioners granted approval on April 26, 2019, for Contract Modification Three with Jacobs Engineering for General On-Call (GEC) Design and Engineering Consultant Services, increasing the contract amount from \$1,500,000 to \$2,500,000; and

Whereas, two, 90-day contract extensions have been issued (Contract Modification Nos. 4 and 5) which allowed Jacobs Engineering to continue as BSD’s On-Call Engineering and Design Consulting Firm of record during the issuance of the new solicitation until awarding of the new contract. Contract Modification No. 5 allowed Jacobs to receive new task order modifications up to July 1, 2020 and required all task orders to be completed by September 30, 2020; and

Whereas, as a result of the final task order (Task Order No. 32) being issued on June 30, 2020, for services during construction of the Emerson Park Building Renovation Project, the contract end date will need to be extended past the September 30, 2020, deadline, and additional time is required to allow Jacobs Engineering to complete the services outlined in Task Order No. 32, by incorporating a time extension for ten months; and

Whereas, it is feasible, necessary and in the public interest for the Agency to modify the contract award to Jacobs Engineering, extending the contract end date to July 31, 2021, 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 the modification of the contract award to Jacobs Engineering, extending the contract end date to July 31, 2021, 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 Jacobs Engineering.

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 25th day of September, 2020.

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

Open Session Item

11 c

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Sole Source Contract with INIT for COPILOT Retrofit Project**
Disposition: Approval
Presentation: Jessica N. Mefford-Miller, Executive Director Metro Transit;
Larry Jackson, Executive Vice President of Administration;
Gregory A. Smith, Vice President of Procurement & Inventory Management

Objective:

To present to the Board of Commissioners, a request for approval to contract with INIT, Innovations in Transportation, Inc., to retrofit the aged COPILOT equipment currently used on the MetroLink light rail system. INIT develops Intelligent Transportation System (ITS) solutions for public transit, and Metro has used their COPILOT on-board computer products for nearly 20 years, notably for its Automatic Passenger Counting (APC) function. Components of the system have aged beyond regular maintenance and require replacement.

Background:

Metro Planning & System Development Division, in collaboration with Metro Vehicle Maintenance Division and various departments around the Agency, utilize the APC data collected by the INIT equipment that was originally installed on MetroLink light rail vehicles (LRVs) in 2001. Nearly 20 years later, there is a pressing need to replace the obsolete equipment for which there are no longer replacement parts to continue maintenance. The APC function provides critical information to Metro, which the Research, Service Planning, and Scheduling Departments in the Planning Division use to collect and report light rail ridership, adjust schedules according to demand, and formulate service decisions related to bus-light rail connections.

This contract would enable Metro to upgrade its full LRV fleet from the COPILOT softkey to COPILOTpc2 products, with new antennas, new main mounting brackets, new cables and integration to IBIS interface for the existing sensors already installed on MetroLink vehicles. INIT would also upgrade the existing software to include the Object Maintenance Information System (OMIS), which is a daily error reporting program that will improve the efficiency and response time for equipment maintenance needs. Additionally, retrofitting the COPILOT system would allow for other potential upgrades in the future, which could enable enhancements such as real-time passenger counting and automated announcements.

Analysis:

Since the initial installment of COPILOT products on board MetroLink LRVs in 2001, the Metro Vehicle Maintenance Division has successfully been able to obtain replacement parts and keep the computers and related equipment in working condition; however, there have been increasing issues of equipment obsolescence in recent years. This has led Metro to engage INIT in 2017, for \$28,000 to install the upgraded COPILOTpc2 system (plus the new Matrix sensors), as a pilot test on one of MetroLink's LRVs. This pilot for the equipment upgrade and installation on one vehicle included corrections to the WiFi access point that the new equipment required. This single

COPILOTpc2 has been upgraded since first installation, with the latest version running since February 2019. Metro has learned from this pilot, and with further understanding of the upgraded INIT product, staff applied for a project from Metro's capital budget to retrofit the entire fleet with the upgraded COPILOTpc2 computers.

Staff believes that pricing is fair and reasonable and requests permission to engage INIT for the retrofit of this equipment on board MetroLink LRV vehicles, at the cost not to exceed \$570,000.

This INIT contract will include:

- Automatic Passenger Counting Vehicle Onboard computer (**COPILOTpc2**) to replace the COPILOT softkey (for full fleet of 87 MetroLink vehicles, plus five spare sets included)
- Multi Band Antenna (with GPS)
- Vehicle software license
- Planning and installation
- On-site APC maintenance training
- One-year extended warranty for hardware and software
- OMIS daily error reporting (program and one-year license fee)

Product installation can begin approximately 5-6 months after Notice to Proceed, as that is the standard time frame for acquiring and preparing the equipment. Product delays related to COVID-19 are unknown at this time.

Previous Action:

This item was recommended for approval at the August 27, 2020, Combined Meeting of the Operations Committee and Audit, Finance, & Administration Committee.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve a contract with INIT for an amount not to exceed \$570,000.

Funding Source:

Funding for this project is included in the FY21 capital budget, with 80% from federal State of Good Repair funding, and a 20% local match.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SOLE SOURCE CONTRACT AWARD TO INIT FOR
COPILOT RETROFIT 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 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”) Procurements exceeding \$100,000; and

Whereas, the Metro Transit Planning & System Development Division, in collaboration with Metro Vehicle Maintenance Division and various departments around the Agency, utilize the APC data collected by the INIT equipment that was originally installed on MetroLink light rail vehicles (LRVs) in 2001, and nearly 20 years later, there is a pressing need to replace the obsolete equipment for which there are no longer replacement parts to continue maintenance; and

Whereas, since the initial installment of COPILOT products on board MetroLink LRVs in 2001, the Metro Vehicle Maintenance Division has successfully been able to obtain replacement parts and keep the computers and related equipment in working condition; however, there have been increasing issues of equipment obsolescence in recent years; and

Whereas, Metro Transit engaged INIT in 2017, for \$28,000 to install the upgraded COPILOTpc2 system (plus the new Matrix sensors), as a pilot test on one of MetroLink’s LRVs. This pilot for the equipment upgrade and installation on one vehicle included corrections to the WiFi access point that the new equipment required; and

Whereas, the single COPILOTpc2 has been upgraded since first installation, with the latest version running since February 2019, and with further understanding of the upgraded INIT product, staff applied for a project from Metro Transit’s capital budget to retrofit the entire fleet with the upgraded COPILOTpc2 computers; and

Whereas, staff believes that pricing is fair and reasonable; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a contract with INIT for the retrofit of COPILOT equipment on MetroLink LRV vehicles, in an amount not to exceed \$570,000, 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 Contract. The Board of Commissioners hereby approves a contract with INIT for the retrofit of COPILOT equipment on MetroLink LRV vehicles, in an amount not to exceed \$570,000, 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 INIT.

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

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 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 25th day of September, 2020.

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
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Memorandum of Understanding between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers for the Administration and Implementation of a Truck Driver Training and Apprenticeship Program**

Disposition: Approval

Presentation: Mary Lamie, Executive Vice President of Multi Modal Enterprises

Objective:

To present to the Board of Commissioners for approval, a Memorandum of Understanding (MOU) between St. Louis Regional Freightway (**Freightway**), St. Louis Community College (STLCC), and Schneider National Carriers, Inc. (**Schneider**) for the administration and implementation of a truck driver training and apprenticeship program (**Apprenticeship Program**).

Previous Board Actions:

On November 17, 2017, the Board of Commissioners approved an MOU for the initial Apprenticeship Program between the Freightway, STLCC, and the St. Louis Agency on Training and Employment (SLATE).

Board Policy:

No Board Policy applies; however, Missouri Revised Statutes §70.220 and §70.230 require agreements between municipalities or other units of government to be approved by the Governing Board of such entity.

Funding Source:

On September 1, 2017, the Freightway received grant funding from TransPORTs for an amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00). TransPORTs is a d/b/a of South Central Louisiana Technical College, which received a U.S. Department of Labor national industry intermediary contract to create or expand registered apprenticeship programs nationwide.

Shortly after receiving the funds, TransPORTs indicated that the program needed to include a variety of manufacturing and transportation-related fields, and the Freightway offered to return the funds in 2018. Upon further discussion, it was agreed the funds provided by TransPORTs could be used solely for the creation of a truck driver apprenticeship. During this time period, the Freightway has retained possession of the full funding amount. Most recently, the Freightway helped arrange an agreement between STLCC and a partner trucking company, Schneider.

Tuition for the Apprenticeship Program classroom-related instruction provided by STLCC is Five Thousand Dollars and 00/100 (\$5,000.00) per apprentice. Under this new agreement, the Freightway will use the funds provided by TransPORTs to defray the tuition costs of the Apprenticeship Program, for up to three (3) participants.

Background:

The Apprenticeship Program was initially created based on the identified shortage of qualified truck drivers by the transportation industry, a shortage that is expected to continue growing over time. In addition, it is anticipated the U.S. will experience a 45 percent increase in freight volume by 2045. Schneider has acknowledged the ability and desire to hire new truck drivers but is lacking a trained workforce from which to hire.

The Freightway and STLCC are seeking to address this shortage and promote meaningful career opportunities to unemployed or underemployed individuals, by providing a truck driver training and apprenticeship program. This Apprenticeship Program will be implemented in accordance with the basic standards of the U.S. Department of Labor, Office of Apprenticeship.

The Apprenticeship Program aligns with the Freightway’s goal of strengthening the St. Louis region by increasing job growth through manufacturing and logistics. As the sponsor of this program, the Freightway will be responsible for all administration and implementation.

Analysis:

As the Registered Apprenticeship Program Sponsor, the Freightway will serve as the workforce intermediary; STLCC will provide classroom education; and Schneider will promote and market the Apprenticeship Program to job seekers, while also implementing and administering apprenticeship activities, including on-the-job learning (**OJL**). The organizations share the common goal and purpose of supporting a robust environment for freight activity in the St. Louis region and will leverage their existing resources to support a well-trained labor pool with skills tailored to the truck driving industry.

Previous Action:

This item was recommended for approval at the August 27, 2020, Combined Meeting of the Operations Committee and Audit, Finance, & Administration Committee.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve a request to authorize the President and CEO to execute Memorandum of Understanding between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers, Inc., regarding the truck driver training and apprenticeship program.

Attachment:

Draft Memorandum of Understanding between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers, Inc. regarding the truck driver training and apprenticeship program.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A MEMORANDUM OF UNDERSTANDING AND
COOPERATION AGREEMENT BETWEEN ST. LOUIS REGIONAL
FREIGHTWAY, ST. LOUIS COMMUNITY COLLEGE AND SCHNEIDER
NATIONAL CARRIERS FOR ADMINISTRATION AND IMPLEMENTATION
OF A TRUCK DRIVER TRAINING AND APPRENTICESHIP 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, no Board Policy applies; however, Missouri Revised Statutes §70.220 and §70.230 require agreements between municipalities or other units of government to be approved by the Governing Board of such entity; and

Whereas, on September 1, 2017, the St. Louis Regional Freightway received grant funding from TransPORTs for an amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00). TransPORTs is a d/b/a of South Central Louisiana Technical College, which received a U.S. Department of Labor national industry intermediary contract to create or expand registered apprenticeship programs nationwide; and

Whereas, shortly after receiving the funds, TransPORTs indicated that the program needed to include a variety of manufacturing and transportation-related fields, and the Freightway offered to return the funds in 2018; however, upon further discussion, it was agreed the grant funds provided by TransPORTs could be used solely for the creation of a truck driver apprenticeship; and

Whereas, the Freightway retained possession of the full funding amount, and recently, the Freightway helped arrange an agreement between St. Louis Community College (STLCC) and a partner trucking company, Schneider National Carriers; and

Whereas, tuition for the Apprenticeship Program, classroom-related instruction provided by STLCC is Five Thousand Dollars and 00/100 (\$5,000.00) per apprentice, and under the new agreement, the Freightway will use the funds provided by TransPORTs to defray the tuition costs of the Apprenticeship Program, for up to three (3) participants; and

Whereas, this Apprenticeship Program aligns with the Freightway’s goal of strengthening the St. Louis region by increasing job growth through manufacturing and logistics, and as the sponsor of this program, the Freightway will be responsible for all administration and implementation; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute a Memorandum of Understanding between St. Louis Regional Freightway, St. Louis

Community College, and Schneider National Carriers, Inc., for the administration and implementation of a truck driver training and apprenticeship 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 and CEO to execute a Memorandum of Understanding between St. Louis Regional Freightway, St. Louis Community College, and Schneider National Carriers, Inc., for the administration and implementation of a truck driver training and apprenticeship 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. 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 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, St. Louis Community College, and Schneider National Carriers, 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 Agreement.

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 Agreement.

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 25th day of September, 2020.

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

Open Session Item 11 d
Attachment

Memorandum of Understanding and Cooperation Agreement

THIS MEMORANDUM OF UNDERSTANDING AND COOPERATION AGREEMENT (“MOU”) is entered into this 21st day of February, 2020, by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“BSD”), St. Louis Community College (“STLCC”) and Schneider National Carriers, Inc. (“Schneider”) (each hereinafter referred to as a “Party” and collectively as the “Parties”) in connection with the administration and implementation of a truck driver training and apprenticeship program.

WHEREAS, BSD desires to maintain and expand its ability to provide economic development and to act as a resource in the coordination of regional freight activity for manufacturing, logistics and multimodal transportation companies through the St. Louis Regional Freightway (“Freightway”); and

WHEREAS, the transportation industry has a recognized shortage of qualified truck drivers that is anticipated to continue to grow; and

WHEREAS, in order to help address the shortage and promote meaningful employment in the St. Louis bi-state region, especially for unemployed or under-employed individuals, BSD through the St. Louis Regional Freightway (“BSD/Freightway”), and STLCC have developed a truck driver training and apprenticeship program; and

WHEREAS, BSD/Freightway, STLCC and Schneider wish to memorialize their agreement and to describe their respective roles and responsibilities in connection therewith; and

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

Section 1. Apprenticeship Program General Description & Goals

- (a) The *Standards of Apprenticeship Developed by St. Louis Regional Freightway in Collaboration with Participating Partners for the Occupation of Truck Driver*, attached hereto as Exhibit I and incorporated herein by reference, has been approved and registered with the U.S. Department of Labor, Office of Apprenticeship (“OA”) for registered apprenticeships (the “Registered Apprenticeship Program” or “Program”) and includes classroom related instruction and On-the-Job learning (“OJL”).
- (b) The Parties acknowledge and agree that tuition for the Registered Apprenticeship Program classroom related instruction is Five Thousand Dollars and 00/100 (\$5000.00) per apprentice.
- (c) The Parties acknowledge and agree that BSD has secured grant funding in the amount of Fifteen Thousand and 00/100 (\$15,000.00) that will be used to defray the tuition costs of the Registered Apprenticeship Program for three participants.
- (d) The Parties acknowledge and agree that they share a common goal and purpose of offering opportunities to engage participants in the Program who are unemployed or under-employed and that might otherwise not have the financial resources to assume the full costs of tuition.

In no event shall Schneider be deemed the “sponsor” of the program.

Section 2. Responsibilities & Expectations.

(a) **BSD/Freightway.** BSD/Freightway agrees to:

- i) Function as a workforce intermediary and serve as the Registered Apprenticeship Program Sponsor;
- ii) Implement and administer apprenticeship activities in accordance with the Registered Apprenticeship Program;
- iii) Develop and adopt in collaboration with the Parties, as needed, a selection procedure for apprentices;
- iv) Disburse to STLCC Five Thousand Dollars and 00/100 for tuition costs per apprentice, for three apprentices;
- v) Register Program apprentices and perform on-going electronic reporting obligations for the Registered Apprenticeship Program; and
- vi) Administer apprenticeship complaint procedures.

(b) **STLCC.** STLCC agrees to:

- i) Deliver 200 hours of Registered Apprenticeship Program related classroom instruction that prepares participants to complete the OJL portion of the program;
- ii) Ensure that Program instructors delivering related classroom instruction meet Missouri Department of Education requirements for vocational-technical instruction;
- iii) Implement and administer apprenticeship activities in accordance with the Registered Apprenticeship Program;
- iv) Participate in the development, coordination and delivery of weekly Program information sessions for prospective apprentices;
- v) Develop and adopt in collaboration with the Parties, as needed, a selection procedure for apprentices; and
- vi) Coordinate Program participant selection with Schneider and its hiring processes and procedures.

(c) **Schneider.** Schneider agrees to:

- i) Promote and market the Registered Apprenticeship Program to job seekers;
- ii) Develop and adopt in collaboration with the Parties, as needed, an initial selection procedure for apprentices;
 - A) Notwithstanding anything contained in this MOU to the contrary, all Parties agree and acknowledge that Schneider retains the right, in its sole discretion, to determine whether a Program participant is initially qualified and/or remains qualified to be employed by Schneider. Employment of any Program participant shall be, at all times, employment-at-will which is subject to termination by Schneider or the Program participant at any time, and with or without cause.
 - B) The Parties further acknowledge that truck drivers routinely work in excess of 40 hours per week, and that such work shall be deemed part of the OJL experience obtained by Program participants.
- iii) Coordinate Program participant selection and hiring with STLCC and any criteria developed by the Parties; and
- iv) Implement and administer apprenticeship activities, including OJL, in accordance with the Registered Apprenticeship Program.

Section 3. Term.

This MOU is effective as of the date set forth above and continues for a 24-month period, unless mutually extended, in writing, by the Parties or terminated as provided in Section 6.

Section 4. Authority.

The Parties agree and acknowledge that any cooperative activity undertaken in connection with this MOU and the Registered Apprenticeship Program may be accomplished only to the extent consistent with the laws, regulations, authorities and policies governing each Party.

Section 5. Termination.

Notwithstanding any provision herein to the contrary, in the event that Registered Apprenticeship Program is cancelled or abandoned, or the funding for the tuition costs or services to be provided by any Party are withdrawn, then any of BSD/Freightway, Schneider or STLCC that are not then in breach of this MOU may withdraw from this MOU upon 60 days written notice to all remaining Parties. Subject to the foregoing, any withdrawal from this MOU shall not affect the validity or continuation of the MOU with respect to the remaining Parties. This MOU may be terminated by a mutual decision of the Parties.

Section 6. Administration of Registered Apprenticeship Program.

In accordance with and subject to the terms of this MOU, BSD/Freightway will be the sole Sponsor of the Registered Program and shall manage and administer the Registered Apprenticeship Program. The Parties shall provide all documentation reasonably requested by BSD/Freightway and the OA in connection with the review, approval and audit of the Registered Apprenticeship Program and Registered Program.

The Parties shall undertake their respective responsibilities under this MOU in accordance with applicable U.S. Department of Labor and OA rules, regulations, guidelines, and policies and the requirements as set forth in **Exhibit I**. If there is any conflict between the terms of this MOU and the terms of the Registered Apprenticeship Program, the terms of the Registered Apprenticeship Program shall control.

Responsibilities and requirements under Section 7 shall survive the termination of this MOU.

Section 7. 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:

(a) Default in the due and punctual payment of any cost or reimbursement required pursuant to this MOU;

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of the MOU on the part of any Party to be observed or performed, and continuance of such default for 30 days after the non-defaulting Party (or Parties) has given the defaulting Party written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the defaulting Party has commenced such cure within said 30-day period, and (ii) the defaulting Party diligently prosecutes such cure to completion.

Section 8. Remedies on Default.

If any Event of Default has occurred and is continuing, Parties may, at such Party's election, take any one or more of the following actions:

(a) A Party may suspend, stop or terminate work on the Registered Apprenticeship Program, including the payment of all costs, expenses, and fees;

(b) By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the Party or Parties, as applicable, and its officers, agents, employees, and to require and compel duties and obligations required by the provisions of this MOU; and

(c) Take any other action at law or equity to enforce this MOU.

No waiver of any breach of the MOU shall operate as a waiver of any subsequent breach of the MOU.

Section 9. No Assignment.

No Party to this MOU shall assign the agreement as a whole or part without the written consent of the other Parties, nor shall any Party assign any monies due or to become due hereunder without the previous written consent of the other Parties.

Section 10. Notices.

All notices, invoices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly delivered and received (a) upon receipt or refusal of delivery, when delivered personally; (b) the day deposited with the U.S. Postal Service, when sent certified or registered mail (postage prepaid), return receipt requested; (c) the day deposited with Federal Express or other overnight courier service (charges prepaid) when sent next-day delivery; and (d) as of the date of email transmission during regular business hours if delivered by email communication to the addresses as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

(a) To BSD/Freightway:

The Bi-State Development Agency of the Missouri-Illinois Metropolitan District/St. Louis Regional Freightway
Attention: Mary Lamie, Executive Director
One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, Missouri 63102
E-Mail: MCLamie@TheFreightway.com

With a copy to: Barbara Enneking, General Counsel
E-Mail: baenneking@bistatedev.org

(b) To Schneider:

Schneider National Carriers, Inc.
Attention: Andrea Keller
2737 S. Ridge Road
Green Bay, WI 54313
E-Mail: kellera@schneider.com

(c) To STLCC:

St. Louis Community College – The Corporate College
3221 McKelvey Rd.
Bridgeton, MO 63044
Attention: Rene Dulle, Sr. Program Manager
E-Mail: rdulle4@stlcc.edu

Section 11. Immunity.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this MOU contained against any past, present or future commissioner, officer, employee, or agent of BSD/Freightway, or of any successor public or private corporation thereto, as such, either directly or through BSD/Freightway or any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such commissioner, officers, employees, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this MOU.

Section 12. Entire Agreement.

The Parties agree that this MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and that no other agreements or representations other than those contained in this MOU have been made by the Parties.

Section 13. Amendments and Modifications.

Any amendment or modification of this MOU, or any consent required pursuant to the provisions of this MOU, shall be authorized by mutual written agreement of the Parties hereto.

Section 14. Severability.

If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof. In the event that any part, section or subsection of this MOU shall be determined to be invalid or unenforceable, it is the intention of the Parties that there be added as part of this MOU a clause or terms similar to the invalid or unenforceable part as may be possible and be legal, valid and enforceable to the extent same can be accomplished without distorting the intent of the Parties.

Section 15. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this MOU among the undersigned Parties, the provisions of the BSD Compact shall prevail over any conflicting provisions of other Missouri laws.

Section 16. Execution in Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of day and year first written above.

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

By: _____

Name: _____

Title: _____

SCHNEIDER TRANSPORT, LLC

By: _____

Name: _____

Title: _____

ST. LOUIS COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Exhibit I

*Standards of Apprenticeship
Developed by St. Louis Regional Freightway
In collaboration with Participating Employers
for the Occupation of Truck Driver*

Open Session Item

11 e

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Law Enforcement Service Agreement with the St. Clair County, Illinois Sheriff's Department**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Field Security

Objective:

To present to the Board of Commissioners for approval, a Law Enforcement Services Agreement with the St. Clair County, Illinois Sheriff's Department for law enforcement service on the St. Clair County, Illinois MetroLink extension.

Background:

This is a renewal of the 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 Development may adopt. The Bi-State Development Agency will compensate the St. Clair County Sheriff's Department for such services.

Analysis:

This Service Agreement for general law enforcement patrols of the St. Clair County, Illinois MetroLink extension, commences July 1, 2020 and expires June 30, 2021, allowing for law enforcement presence and protection by qualified and trained St. Clair County, Illinois Deputy Sheriffs.

Previous Action:

This item was recommended for approval at the August 13, 2020, Security Sub-Committee Meeting.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve the Law Enforcement Services Agreement with the St. Clair County, Illinois Sheriff's Department.

Attachments:

Law Enforcement Services Agreement with St. Clair County Sheriff's Department for the St. Clair County, Illinois MetroLink Extension.

Funding Source: BSD General Operating Budget

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING
AN AGREEMENT WITH THE ST. CLAIR COUNTY, ILLINOIS,
SHERIFF'S DEPARTMENT FOR SECURITY SERVICES ON THE
METROLINK 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 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, the Agency is authorized by Mo. Rev Stat. 70.378.1 and 45 Ill. Comp. Stat. 110/5 to employ or appoint personnel to maintain safety and order and to enforce rules and regulations of the Agency upon the public mass transportation system, passenger transportation facilities, conveyances, and other property that the Agency may own, lease, or operate; and

Whereas, Section 5 of the "Intergovernmental Cooperation Act", 5 Ill. Comp. State. 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

Whereas, Board Policy, Chapter 90, Transit Operations. Section 90.020, *Fare Enforcement*, provides that to ensure that transit fares are collected for all modes of transportation, the Agency shall employ security personnel to enforce the collection of fares; and

Whereas, Board Policy, Chapter 90, Transit Operations. Section 90.030, *Regulation of Conduct on Conveyances and Facilities*, provides that the Agency shall employ security personnel to enforce state laws, local ordinances and Agency regulations pertaining to conduct upon Agency facilities, conveyances and other property of the Agency, and is empowered to adopt regulations for the conduct of persons upon facilities and conveyances of the Agency which have the force and effect provided by the laws of the signatory states; and

Whereas, an agreement between the Agency and the St. Clair County, Illinois Sheriff's Department for security services ("Service Agreement") is key to aggressive enforcement of Board Policy, Chapter 90 which outlines fare enforcement requirements and the behavior of persons utilizing BSD facilities and the Metro Transit system; and

Whereas, the Security Agreement for FY2021 provides for the St. Clair County, Illinois Sheriff's Department assigning fifteen (15) uniformed deputy sheriffs, 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 to protect the MetroLink system, with a base contract amount of \$1,715,004 for FY2021 (July 1, 2020 through June 30, 2020); and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute a Services Agreement with the St. Clair County, Illinois Sheriff's Department to provide security service for the MetroLink system, in the base contract amount of \$1,715,004 for FY2021, recognizing that if additional services or overtime are required the amount may be adjusted accordingly, 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 Execute Agreement. The Board of Commissioners hereby approves the authorization of the President and CEO to execute a Services Agreement with the St. Clair County, Illinois Sheriff's Department to provide security services for the MetroLink system, in the base contract amount of \$1,715,004 for FY2021, recognizing that if additional services or overtime are required the amount may be adjusted accordingly, 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 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, 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. 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 Agreement.

Section 7. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the St. Clair County, Illinois, Sheriff's Department.

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. Governing Law. The laws of the State of Missouri shall govern 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 25th day of September, 2020.

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

Open Session Item 11 e
Attachment

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, 2020 and shall be for a term of twelve (12) months, ending on June 30, 2021.

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 FIFTY TWO THOUSAND TWO HUNDRED FORTY THREE DOLLARS (\$1,852,243.) for the period of July 1, 2020 to June 30, 2021. 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 \$142,917 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 \$39,211 (see Exhibit A, attached hereto). Any amount over \$39,211 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 \$98,028 (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:

ATTEST:

Barbara Enneking
General Counsel

Thomas Holbrook
St. Clair County Clerk

Seal:

Seal:

Exhibit A
 Bi-State Development Agency
 Cost For Deputy Sheriffs Per Month
 July 1, 2020 Through June 30, 2021

Months of Service	Monthly Cost
07/01/20 – 07/31/20	142,917
08/01/20 – 08/31/20	142,917
09/01/20 – 09/30/20	142,917
10/01/20 – 10/31/20	142,917
11/01/20 – 11/30/20	142,917
12/01/20 – 12/31/20	142,917
01/01/21 – 01/31/21	142,917
02/01/21 – 02/28/21	142,917
03/01/21 – 03/31/21	142,917
04/01/21 – 04/30/21	142,917
05/01/21 – 05/31/21	142,917
06/01/21 – 06/30/21	142,917
Total Base Amount 2020-2021	1,715,004

Overtime Budget	\$39,211
Average Holiday/Sick Buyout and Related Fringes	\$98,028
Total Base Amount	\$1,715,004

Total Law Enforcement Agreement Amount \$1,852,243

- The Overtime budget of \$39,211 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 \$98,028 are also included in the Total Law Enforcement Agreement Amount but will be drawn down as charges are incurred.

Open Session Item

12

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award – Metro Platform Cleaning Services**
Disposition: Approval
Presentation: Gregory Smith, Vice President, Procurement & Inventory Management

Objective:

To present to the Board of Commissioners for approval, a request to enter into a contract with Katsam Enterprises Inc. for cleaning services to be performed at all Metro platforms, including the Swansea Maintenance of Way (MOW) Department office, in accordance with the terms and conditions as listed within the Solicitation Scope of Work. The contract period of performance includes 5 years with funds to be committed annually.

Committee Disposition:

This item has not been presented to any Committee: however, due to the timing of the purchase, the President and CEO has placed this item on the Agenda for the Board of Commissioners' meeting on September 25, 2020.

Background:

On January 24, 2020, BSD issued solicitation 20-RFP-106734-BH - Metro Platform Cleaning Services, to obtain proposals from qualified firms to provide services on a daily basis and weekends as required. The areas throughout the agency that are to be serviced are all Metro platforms located on both the Red and Blue lines as well as the Swansea Maintenance of Way (MOW) office. A Disadvantaged Business Enterprise (DBE) goal of 5% was set. The solicitation was sent to 12 janitorial companies and viewed by 21 potential bidders.

Analysis:

Eight (8) proposals were received, reviewed and evaluated, in accordance with the evaluation requirements specified in the solicitation package.

The evaluation team consisted of three (3) voting members and two non-voting members:

Charles Clemins	Sr. Director Maintenance of Way (Voting) - Chairperson
Philip Butler	Supervisor Rail Facilities Maintenance (Voting)
Willie Lomax	Transit Service Manager – Light Rail (Voting)
Diana Hill	Director of Procurement – (Non-Voting)
Bryan Howard	Contracting Officer I - (Non-Voting)

All eight (8) proposals were deemed responsible and responsive and were forwarded to the evaluation committee for individual evaluation. Upon completion of the individual and consensus technical evaluation, all eight (8) firms were deemed technically qualified.

Cost and technical scores were combined and the results are as follows:

Firm	Total Score	Overall Ranking
Katsam Enterprises	313.94	1
World Management	280.00	2
ISS Facility Services	260.97	3
Simon Enterprises	242.50	4
Innex Services	231.06	5
MERS Goodwill	220.23	6
Dupriest Investments	212.69	7
Deangelo Brothers (DBI).	193.46	8

Katsam Enterprises is the overall highest ranking firm.

Board Action Requested:

Management recommends that the Board of Commissioners approve a request to authorize the President and CEO to enter into a five (5) year contract with Katsam Enterprises, to provide cleaning services on all Metro platforms, as specified in Solicitation (20-RFP-106734-BH), in an amount not to exceed \$11,200,000.00.

Funding Source:

Funding will be provided through Operating Budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO KATSAM ENTERPRISES FOR METRO
TRANSIT PLATFORM CLEANING 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(A)(2) and §50.010 (E)(I)(a), requires Board approval of all negotiated procurements exceeding \$500,000; and

Whereas, on January 24, 2020, Bi-State Development issued solicitation 20-RFP-106734-BH - Metro Platform Cleaning Services, to obtain proposals from qualified firms to provide services on a daily basis and weekends as required; and

Whereas, eight (8) proposals were received, reviewed and evaluated, in accordance with the evaluation requirements specified in the solicitation package; and

Whereas, all eight (8) proposals were deemed responsible and responsive and were forwarded to the evaluation committee for individual evaluation, and upon completion of the individual and consensus technical evaluation, all eight (8) firms were deemed technically qualified; and

Whereas, based on the scores, it was determined that Katsam is the highest overall ranking firm; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award a five (5) year contract to Katsam Enterprises, to provide cleaning services on all Metro platforms, as specified in Solicitation (20-RFP-106734-BH), in an amount not to exceed \$11,200,000.00, 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 approves the award of a five (5) year contract to Katsam Enterprises, to provide cleaning services on all Metro platforms, as specified in Solicitation (20-RFP-106734-BH), in an amount not to exceed \$11,200,000.00, 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 Katsam Enterprises.

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 25th day of September, 2020.

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
September 25, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award to MERS Goodwill for Cleaning of DeBaliviere Facility and DeBaliviere Bus Cleaning**
Disposition: Approval
Presentation: Greg Smith, Vice President Procurement & Inventory Management

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award from request for proposals, a 5 year contract with funds to be committed annually for bus cleaning and facility cleaning at the DeBaliviere facility.

Committee Disposition:

This item has not been presented to any Committee: however, due to the timing of the purchase, the President and CEO has placed this item on the Agenda for the Board of Commissioners' meeting on September 25, 2020.

Background:

BSD issued solicitation 20-RFP-106720-TJ DeBaliviere Facility & Bus Cleaning on May 20, 2020, to provide all equipment and supplies, materials, labor, supervision and staff, transportation necessary to provide cleaning of the DeBaliviere facility and buses. The solicitation was advertised on BSDA/Metro iSupplier website. This solicitation required a DBE participation of 10%. The solicitation was viewed by 27 prospective bidders. This was the Agency's first attempt to combine the facility cleaning and bus cleaning into a single contract at one location. On April 27, 2020, six (6) bids were received in response to the solicitation, of which five were deemed responsive, and evaluated on their technical merit.

Analysis:

Each responsive firm was reviewed by an Evaluation Committee, comprised of representatives from Metros bus maintenance, facility maintenance building & grounds, according to the evaluation requirements specified in the evaluation package. After completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring.

After completion of the technical evaluation, one (1) vendor was deemed non responsive and eliminated from further consideration by the evaluation committee.

On July 29, 2020, as part of the technical requirement, the top four vendors were to demonstrate their ability to do a detail cleaning of a bus. They were evaluated and scored by 4 of BSDA team members: Superintendent Jeff Lowe, Superintendent Geoff Kehr, Superintendent Mike Royal and Assistant Superintendent Rodney Moore.

The contractors were informed of the process and asked how many employees would be detailing a bus should they be awarded the contract. They were then instructed to only use that number for

their demo but were allowed to have their supervisor oversee their work. Four buses identical in condition were randomly drawn and they started cleaning at 9:15am

The cost was evaluated using a pre-established formula where the firm with the lowest cost proposal received the maximum score of 150. Each firm thereafter received points inversely proportional to the cost proposal amount. The maximum attainable points for technical, cost and cleaning test was 628.

A summary of the final evaluation score is shown below.

Firm:				Total Score
4M Building Services				412.78
MERS Goodwill				507.26
World Management				397.07
KATSAM				263.29
ISS Facility Services				414.67

Board Action Requested:

It is requested that the board approve this request to authorize the President & CEO to award a contract to MERS Goodwill in the amount not to exceed \$5,700,000.00 for this combined contract.

Funding Source:

Funding is provide through the operation budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO MERS GOODWILL FOR FACILITY AND
BUS CLEANING SERVICES AT THE DEBALIVIERE FACILITY**

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, §50.0 I 0(A)(2) and §50.010 (E)(I)(a), requires Board approval of all negotiated procurements exceeding \$500,000; and

Whereas, Bi-State Development issued solicitation 20-RFP-106720-TJ DeBaliviere Facility & Bus Cleaning on May 20, 2020, to provide all equipment and supplies, materials, labor, supervision and staff, transportation necessary to provide cleaning of the DeBaliviere facility and buses; and

Whereas, On April 27, 2020, six (6) bids were received in response to the solicitation, of which five were deemed responsive, and evaluated on their technical merit; and

Whereas, on July 29, 2020, as part of the technical requirement, the top four vendors demonstrated their ability to do a detail cleaning, and were evaluated by Bi-State Development; and

Whereas, based on the scores, it was determined that MERS Goodwill is the most qualified firm to provide cleaning services for the DeBaliviere buses and facility; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award a five (5) year contract to MERS Goodwill, in an amount not to exceed \$5,700,000.00, for bus cleaning and facility cleaning at the DeBaliviere facility, 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 approves the award of a five (5) year contract to MERS Goodwill, in an amount not to exceed \$5,700,000.00 for bus cleaning and facility cleaning at the DeBaliviere facility, 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 MERS Goodwill.

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 25th day of September, 2020.

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

Open Session Item

14

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 25, 2020**

From: Jessica Mefford-Miller, Executive Director, Metro Transit
Subject: **Sole Source Contract with Safety Vision for CCTV Upgrades for MetroBus and MetroLink Systems**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director, Metro Transit; Darren Curry, Assistant Executive Director for Transit Assets; Larry Jackson, Executive Vice President of Administration

Objective:

To present to the Board of Commissioners a request for approval to enter into a sole source contract with Safety Vision for closed circuit television [CCTV] upgrades for MetroBus and MetroLink systems, including installation of 174 Safety Vision 4112 Digital Video Recorders on buses and installation of 84 Safety Vision 4116 Digital Video Recorders with dual monitors on all active light rail vehicles.

Committee Disposition:

This item has not been presented to any Committee: however, due to the timing of the purchase, the President and CEO has placed this item on the Agenda for the Board of Commissioners' meeting on September 25, 2020.

Background:

In 2005, Metro Transit (Metro) began installing a CCTV recording system on Metro buses, light rail vehicles [LRVs] and paratransit vans. The most recent CCTV systems were installed in 2009. There have been significant advances in CCTV technology, the current legacy systems have reached their end of life, and new parts and recording media can no longer be purchased to support them.

Metro began a program of upgrading mobile CCTV systems with the new Safety Vision 4100 series Digital Video Recording Systems, as buses and paratransit vans are replaced. The LRVs require the existing CCTV system to be completely replaced with a new version, rather than an incremental upgrade. To date, 230 of 707 CCTVs have been upgraded with the new technology.

Metro is in the process of developing and implementing a Camera System Enhancement Program. This program will support Metro's continued efforts to create a safer, more secure transit system. To facilitate this program, the maintenance and installation of all camera systems, including mobile and fixed cameras, have been consolidated within one team. Both fixed and mobile camera systems will be upgraded, and remote viewing of live feed and recorded feed of these systems will be available to Metro teams including MetroBus, MetroLink, Call-A-Ride and Public Safety, and Security. Data is viewable via our existing Video Management Software, which is installed strategically throughout the Agency as required. Remote viewing and recording of fixed camera systems will also be made available to St. Louis' Real Time Crime

Center. All video recorded by the digital video recorder [DVR] is encrypted in a proprietary format that has withstood evidentiary scrutiny.

Analysis:

Metro recognizes the need to expedite mobile CCTV system upgrades. The most cost efficient and effective means of upgrading these systems is to leverage the existing investments in the Safety Vision systems and infrastructure already in place, and expand that technology across the remainder of the mobile system. This paper seeks authority to award a contract that would support the installation of 174 Safety Vision 4112 Digital Video Recorders on remaining buses currently equipped with the preexisting CCTV system, and installation of 84 Safety Vision 4116 Digital Video Recorders with dual monitors on all LRVs.

It is estimated that these upgrades would be completed one year from the date of contract award.

Board Action Requested:

Management recommends that the Board of Commissioners approve a request to authorize the President and CEO to enter into a sole source contract with Safety Vision to provide CCTV upgrades to Metro's fleet in an amount not to exceed \$1,670,000.

Funding Source:

Funding will be provided through Federal Grants and local funding.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SOLE SOURCE CONTRACT AWARD TO SAFETY VISION
FOR CCTV UPGRADES FOR METROBUS AND METROLINK SYSTEMS**

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”) Procurements exceeding \$100,000; and

Whereas, in 2005, Metro Transit (Metro) began installing a CCTV recording system on Metro buses, light rail vehicles [LRVs] and paratransit vans, with the most recent CCTV system installations in 2009; and

Whereas, there have been significant advances in CCTV technology, the current legacy systems have reached their end of life, and new parts and recording media can no longer be purchased to support them; and

Whereas, Metro began a program of upgrading mobile CCTV systems with the new Safety Vision 4100 series Digital Video Recording Systems, as buses and paratransit vans are replaced; and

Whereas, Metro is in the process of developing and implementing a Camera System Enhancement Program to support the Agency’s continued efforts to create a safer, more secure transit system; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a sole source contract with Safety Vision to provide CCTV upgrades to Metro’s fleet in an amount not to exceed \$1,670,000, 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 Contract. The Board of Commissioners hereby approves a sole source contract with Safety Vision to provide CCTV upgrades to Metro’s fleet in an amount not to exceed \$1,670,000, 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 Safety Vision.

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

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 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 25th day of September, 2020.

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

Open Session Item

15

To: Chair Windmiller and the Board of Commissioners

From: Mark Vago

Date: September 17, 2020

Re: Gateway Arch and the Riverfront Attractions Due to Balance

At the August 27, 2020 Finance Committee, there was a concern regarding the funds owed by the Gateway Arch and Riverfront Attractions to other areas of the Bi-State Development Agency. Chair Zimmerman asked that a detailed update be provided on these issues at the September Board of Commissioners meeting.

Riverfront Attractions:

Without business interruptions, there is on average 1,180 riverboat cruises, 120,000 tickets sold and 250 days of riverboat operations annually. The riverboat cruising season begins in early March and concludes in December. As of December 2018 (fiscal year 2019), the Riverfront Attractions had a payable due to other BSD enterprise of approximately \$300,000. The final two fiscal quarters in FY 2019 resulted in 100 lost operating days due to record flooding on the Mississippi River. This is a loss of over 40% of its cruising day availability. Revenue was down nearly 30% or \$930,000 from the FY 2018 and the payable due balance increased to \$835,000 on June 30, 2019.

In FY 2020, flooding and closure due to the COVID-19 pandemic resulted in over 40% of cruise lost again, as had happened in FY 2019. The Becky Thatcher had its 5-year dry dock inspection in February 2020 at a cost of \$305,000, which increased the interfund due to balance. With revenue down over \$1.0 million from budget and the added dry dock inspection, the interfund due to balance increased to \$1.8 million as of June 30, 2020.

The balance is \$2.1 million as of July 31, 2020. This is a concerning balance as the Riverfront Attractions have a history of cash flow issues over the previous decade.

Gateway Arch:

In June 2018, the Gateway Arch had a due to other BSD business units' balance of approximately \$300,000. This amount has grown to \$6.2 million in June 2020. This is primarily the result of two factors. Revenues being negatively impacted by Covid-19 and down \$3.0 million in FY 2020 compared to FY 2019. Also due to an accounting omission over the prior year, there is approximately \$3.8 million which should have been transferred to Metro Transit for invoices paid on behalf of the Arch. Finance will finalize the dollar amount and transfer funds in September 2020.

The transfer of approximately \$3.8 million will significantly reduce the interfund due to balance, while leaving at least \$2.4 million still unresolved. The outstanding balance due to other BSD business units is much less concerning since the Gateway Arch has a consistent and long history of positive cash flow during conventional operating periods. The remaining balance is expected to be paid when operations return to pre-COVID-19 levels.

Open Session Item

16

VISION



"Now more than ever, Metro is committed to meeting the needs of our team members, customers, and community. We are driven to deliver service that is safe, secure, and attractive. We are combining reliable performance with cutting edge programs to make Metro a mobility system of choice for residents and visitors across the St. Louis region."

Jessica Mefford-Miller

Jessica Mefford-Miller
Executive Director, Metro Transit

METRO TRANSIT
OPERATIONS
QUARTERLY UPDATE

JUL-AUG 2020

*Bi-State Development
Board Operations
Committee Meeting
September 25, 2020*

PERFORMANCE

Metro Transit Operations At-A-Glance



YTD FY21 Quarterly Performance Measures	MetroBus Fixed Route + Special Services	FY21 vs. FY20	MetroLink	FY21 vs. FY20	Call-A-Ride	FY21 vs. FY20
System Ridership	1,944,700	(-49%)	947,000	(-60%)	64,000	(-24%)
Missouri	1,701,400	(-50%)	734,400	(-61%)	64,000	(-24%)
Illinois	243,300	(-42%)	212,600	(-52%)		
Revenue Miles	2,308,500	(-28%)	462,600	(-13%)	669,600	(-23%)
Revenue Hours	166,000	(-31%)	20,400	(-10%)	39,000	(-18%)
On-Time Performance	90.9%	(-0.4%)	96.9%	(-1.1%)	97.2%	2.1%
MetroBus + MetroLink 12-Month Rolling Average Fare	\$1.00*	(-5.4%)	Call-A-Ride 12-Month Rolling Average Fare		\$2.35*	(-21%)
Financials	YTD FY21 Quarterly Actual		YTD FY21 Quarterly Budget		Budget Adherence	
Expenses (Transit)	\$35,984,900		\$39,675,800		(-\$3,690,900) / (-9.3%)	
Passenger Revenue	\$2,988,200		\$6,984,700		(-\$3,986,500) / (-57%)	

July FY20 figures are reported for 12-Month Rolling Average Fares

