



BI • STATE  
DEVELOPMENT

Open Session  
Board of Commissioners  
Special Meeting  
December 10, 2019  
12:00 Noon

## Open Session Agenda

## Notice of Meeting and Agenda

**Bi-State Development**  
**Board of Commissioners**  
**Special Meeting**  
**Tuesday, December 10, 2019**  
**12:00 noon**  
**Headquarters - Board Room, 6<sup>th</sup> 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 Buehlhorn
2. Roll Call	Quorum	M. Bennett
3. Public Comment*	Information	Chair Buehlhorn
4. Memorandum of Understanding with St. Clair County Sheriff's Department for Secondary Deputy Sheriffs (Resolution #1017)	Approval	T. Roach / S. Berry
5. Memorandum of Understanding with St. Louis City Sheriff's Department for Secondary Deputy Sheriffs (Resolution #1018)	Approval	T. Roach / S. Berry
6. Law Enforcement Services Agreement with St. Clair County Sheriff's Department (Resolution #1019)	Approval	T. Roach / S. Berry
7. Law Enforcement Services Agreement with St. Louis County Police Department (Resolution #1020)	Approval	T. Roach / S. Berry
8. Contract Award – Public Safety and Security Services (Resolution #1021)	Approval	T. Roach / L. Jackson / S. Berry
9. Adjournment to Executive Session: <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</i>	Approval	Chair Buehlhorn

Agenda	Disposition	Presentation
<i>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>		
10. Reconvene to Open Session	Approval	Chair Buehlhorn
11. Adjournment	Approval	Chair Buehlhorn

**\* 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 Chair.**

**Open Session Item**

**4**

**Bi-State Development Agency  
Board of Commissioners  
Special Meeting  
Agenda Item  
December 10, 2019**

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**From:** Taulby Roach, President & CEO  
**Subject:** **Memorandum of Understanding with St. Clair County Sheriff's Department for Secondary Deputy Sheriffs**  
**Disposition:** Approval  
**Presentation:** Steve Berry, General Manager Public Safety

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**Objective:** To present to the Board of Commissioners, a request for approval of the Memorandum of Understanding with the St. Clair County, Illinois Sheriff's Department in order to obtain the services of Secondary Deputy Sheriffs.

**Background:**

In order to enhance the security services on the Transit System, particularly the MetroLink system, BSD desires to contract with the St. Clair County Sheriff's Department for the engagement of secondary deputy sheriffs.

**Analysis:**

The engagement of secondary deputy sheriffs will provide a force multiplier allowing for greater and more effective and targeted utilization of law enforcement personnel, BSD public safety staff, and contracted security services.

**Committee Disposition:**

This agenda item has not been presented to the Operations Committee due to the high priority of enhancing security services on the Transit System and the need to expedite the engagement of secondary law enforcement officers; therefore, I have granted permission for this item to be placed on the Agenda for the Special Meeting of Board of Commissioners on December 10, 2019.

**Board Action Requested:**

Management recommends that the Board of Commissioners approve the Memorandum of Understanding with the St. Clair County, Illinois Sheriff's Department, in order to obtain the services of Secondary Deputy Sheriffs.

**Attachments:**

1. Memorandum of Understanding with St. Clair County Sheriff's Department for Secondary Deputy Sheriffs

**Funding Source:** BSD General Operating Budget

**MEMORANDUM OF UNDERSTANDING**

**FOR SECONDARY ST. CLAIR COUNTY DEPUTY SHERIFFS**

This Memorandum of Understanding, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, is by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) and St. Clair County, Illinois (the “County”) on behalf of the St. Clair County Sheriff’s Department.

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

WHEREAS, the Agency desires to contract with the County for the engagement of St. Clair County Sheriff’s Department secondary deputy sheriffs licensed by and in good standing with the State of Illinois (“County Deputy Sheriffs”) for law enforcement protection and presence on the Agency’s facilities and conveyances, including its light rail system; and

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

1. The County agrees to permit the Agency to the engage County Deputy Sheriffs to provide law enforcement services on Agency property and conveyances during such deputy sheriff’s off duty hours on an as-requested basis as determined by the Agency. Each County Deputy Sherriff engaged by the Agency for secondary law enforcement activities shall complete a Secondary St. Clair County Deputy Sheriff’s Acknowledgement, attached hereto and incorporated herein as Attachment 1.
2. The County represents and warrants that all County Deputy Sheriffs it permits the Agency to engage pursuant to this Memorandum of Understanding are deputy sheriffs licensed by, and in good standing with, the State of Illinois. The County shall notify the Agency if any County Deputy Sheriff ceases to be licensed by, and in good standing with, the State of Illinois.
3. The County shall provide and permit County Deputy Sheriffs to utilize County-issued uniforms and equipment during the course of County Deputy Sheriff’s secondary law enforcement activities for the Agency.
4. The parties acknowledge that a County Deputy Sheriff’s participation in secondary law enforcement activities is voluntary and that there can be no guarantee that a secondary assignment will be filled by any County Deputy Sheriff. However, the parties also acknowledge that the Agency has the exclusive right to reject any particular County Deputy Sheriff and to terminate any County Deputy Sheriff’s secondary assignment at any time for any reason at the discretion of the Agency.

5. The Agency is solely responsible for compensating County Deputy Sheriff's for secondary activities in accordance with rates approved by the Agency. The Agency shall compensate County Deputy Sheriffs for any warrant time, court standby, court appearances, or other related events resulting from an arrest made by a County Deputy Sheriff during the course of their law enforcement activities for the Agency. County Deputy Sheriffs are responsible for their own tax liability, and the Agency shall provide each County Deputy Sheriff with the proper proof of income paid pursuant to this Memorandum of Understanding.
  
6. The Agency agrees to provide Worker's Compensation, or other comparable medical and disability insurance coverage, to County Deputy Sheriffs injured while engaged in off duty law enforcement activities for the Agency.
  
7. To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and its Commissioners, officers, elected officials, agents, and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the negligent or intentional activities of the indemnifying party, or its Commissioners, officers, elected officials, agents, or employees acting within the scope of this Memorandum of Understanding, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the indemnified party or its Commissioners, officers, elected officials, agents, or employees. Such obligations shall not be construed to waive, negate, abridge or reduce the sovereign immunity of the Agency, the County, or the immunity of their respective Commissioners, officers, elected officials, agents, or employees.
  
8. This Memorandum of Understanding shall remain in full force and effect until terminated or renegotiated by the Agency and the County.

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

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

ST. CLAIR COUNTY, ILLINOIS

By: \_\_\_\_\_  
Taulby Roach  
President and CEO

By: \_\_\_\_\_  
The Hon. Mark Kern  
Chairman, St. Clair County Board

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
The Hon. Richard Watson  
Sheriff, St. Clair County

Seal:

\_\_\_\_\_  
Bob Delaney  
St. Clair County Clerk

**ATTACHMENT 1**

**BI-STATE DEVELOPMENT AGENCY**  
**SECONDARY ST. CLAIR COUNTY DEPUTY SHERIFF ACKNOWLEDGMENT**

In addition to other acknowledgments that may be required by the St. Clair County Sheriff's Department, the undersigned employee of the St. Clair County Sheriff's Department (the "Secondary Deputy Sheriff") hereby specifically acknowledges, understands, and agrees that:

- 1) in order to be eligible to engage in secondary law enforcement activities for the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") the Secondary Deputy Sheriff must be licensed by, and in good standing with, the State of Illinois and complete the following additional training requirements relating to public transit: Metro TIER 1, Metro Transit Emergency Principles and Procedures, Metro Drug and Alcohol, Metro Transit Customer Service, and Metro System Training; and
- 2) when engaged in secondary police activities for the Agency, the Secondary Deputy Sheriff is performing "safety sensitive functions" for the Agency, as that term is defined in 49 CFR 655.4. As such, the Secondary Deputy Sheriff acknowledges, understands, and agrees to be subject to the Agency's Drug & Alcohol Policy & Plan, as required by the Federal Transit Administration, including but not limited to: random drug and alcohol testing, post-accident/incident drug and alcohol testing, and reasonable suspicion drug and alcohol testing; and
- 3) when engaged in secondary law enforcement activities for the Agency, the Secondary Deputy Sheriff is covered by the Agency's Worker's Compensation insurance for injuries arising out of the Secondary Deputy Sheriff's secondary police activities for the Agency; and
- 4) the Secondary Deputy Sheriff may not work for the Agency for more than 26 hours per week; and
- 5) the Agency may reject or terminate any Secondary Deputy Sheriff's secondary assignment at any time, for any reason, at the discretion of the Agency; and
- 6) the Secondary Deputy Sheriff shall not respond to inquiries from the media, the public, or others, related to any incident that occurs while the Secondary Deputy Sheriff is engaged in secondary law enforcement activities for the Agency, except as directed by the Agency in accordance with the Agency's policies and Standard Operating Procedures.

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

\_\_\_\_\_  
Secondary Deputy Sheriff Signature

\_\_\_\_\_  
Secondary Deputy Sheriff Printed Name

Date \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING A MEMORANDUM OF UNDERSTANDING FOR  
SECONDARY ST. CLAIR COUNTY DEPUTY SHERIFFS**

**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 for Secondary St. Clair County Deputy Sheriffs 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 Memorandum of Understanding with St. Clair County Sheriff’s Department is to provide Secondary St. Louis Clair County Deputy Sheriffs; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute the Memorandum of Understanding with St. Clair County Sheriff's Department to provide Secondary St. Clair County Deputy Sheriffs, 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 Memorandum of Understanding. The Board of Commissioners hereby approves the authorization of the President and CEO to execute the Memorandum of Understanding with St. Clair County Sheriff's Department in order to provide Secondary St. Clair County Deputy Sheriffs, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3.        Form of the Memorandum of Understanding. The form of the Memorandum of Understanding (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 Memorandum, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Memorandum, 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 Memorandum.

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 10<sup>th</sup> day of December, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his 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**

**5**

**Bi-State Development Agency  
Board of Commissioners  
Special Meeting  
Agenda Item  
December 10, 2019**

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**From:** Taulby Roach, President & CEO  
**Subject:** **Memorandum of Understanding with St. Louis City Sheriff's Department for Secondary Deputy Sheriffs**  
**Disposition:** Approval  
**Presentation:** Steve Berry, General Manager Public Safety

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**Objective:** To present to the Board of Commissioners, a request for approval of the Memorandum of Understanding with the St. Louis City Sheriff's Department in order to obtain the services of Secondary Deputy Sheriffs.

**Background:**

In order to enhance the security services on the Transit System, particularly the MetroLink system, BSD desires to contract with the St. Louis City Sheriff's Department for the engagement of secondary deputy sheriffs.

**Analysis:**

The engagement of secondary deputy sheriffs will provide a force multiplier allowing for greater and more effective and targeted utilization of law enforcement personnel, BSD public safety staff, and contracted security services.

**Committee Disposition:**

This agenda item has not been presented to the Operations Committee due to the high priority of enhancing security services on the Transit System and the need to expedite the engagement of secondary law enforcement officers; therefore I have granted permission for this item to be placed on the Agenda for the Special Meeting of Board of Commissioners on December 10, 2019.

**Board Action Requested:**

Management recommends that the Board of Commissioners approve a Memorandum of Understanding with the St. Louis City Sheriff's Department, in order to obtain the services of Secondary Deputy Sheriffs.

**Attachments:**

1. Memorandum of Understanding with St. Louis City Sheriff's Department for Secondary Deputy Sheriffs

**Funding Source:** BSD General Operating Budget

**MEMORANDUM OF UNDERSTANDING**  
**FOR SECONDARY CITY OF ST. LOUIS DEPUTY SHERIFFS**

This Memorandum of Understanding, made this \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) and City of St. Louis, Missouri (the “City”) on behalf of the City of St. Louis Sheriff’s Department.

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

WHEREAS, the Agency desires to contract with the City for the engagement of City of St. Louis Sheriff’s Department secondary deputy sheriffs licensed by and in good standing with the State of Missouri (“City Deputy Sheriffs”) for law enforcement protection and presence on the Agency’s facilities and conveyances, including its light rail system; and

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

1. The City agrees to permit the Agency to the engage City Deputy Sheriffs to provide law enforcement services on Agency property and conveyances during such deputy sheriff’s off duty hours on an as-requested basis as determined by the Agency. Each City Deputy Sherriff engaged by the Agency for secondary law enforcement activities shall complete a Secondary City of St. Louis Deputy Sheriff’s Acknowledgement, attached hereto and incorporated herein as Attachment 1.
2. The City represents and warrants that all City Deputy Sheriffs it permits the Agency to engage pursuant to this Memorandum of Understanding are deputy sheriffs licensed by, and in good standing with, the State of Missouri. The City shall notify the Agency if any City Deputy Sheriff ceases to be licensed by, and in good standing with, the State of Missouri.
3. The City shall provide and permit City Deputy Sheriffs to utilize City-issued uniforms and equipment during the course of City Deputy Sheriff’s secondary law enforcement activities for the Agency.
4. The parties acknowledge that a City Deputy Sheriff’s participation in secondary law enforcement activities is voluntary and that there can be no guarantee that a secondary assignment will be filled by any City Deputy Sheriff. However, the parties also acknowledge that the Agency has the exclusive right to reject any particular City Deputy Sheriff and to terminate any City Deputy Sheriff’s secondary assignment at any time for any reason at the discretion of the Agency.

5. The Agency is solely responsible for compensating City Deputy Sheriff's for secondary activities in accordance with rates approved by the Agency. The Agency shall compensate City Deputy Sheriffs for any warrant time, court standby, court appearances, or other related events resulting from an arrest made by a City Deputy Sheriff during the course of their law enforcement activities for the Agency. City Deputy Sheriffs are responsible for their own tax liability, and the Agency shall provide each City Deputy Sheriff with the proper proof of income paid pursuant to this Memorandum of Understanding.
6. The Agency agrees to provide Worker's Compensation, or other comparable medical and disability insurance coverage, to City Deputy Sheriffs injured while engaged in off duty law enforcement activities for the Agency.
7. To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and its Commissioners, officers, elected officials, agents, and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the negligent or intentional activities of the indemnifying party, or its Commissioners, officers, elected officials, agents, or employees acting within the scope of this Memorandum of Understanding, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the indemnified party or its Commissioners, officers, elected officials, agents, or employees. Such obligations shall not be construed to waive, negate, abridge or reduce the sovereign immunity of the Agency, the City, or the immunity of their respective Commissioners, officers, elected officials, agents, or employees.
8. This Memorandum of Understanding shall remain in full force and effect until terminated or renegotiated by the Agency and the City.

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

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

CITY OF ST. LOUIS, MISSOURI  
 ON BEHALF OF CITY OF ST. LOUIS  
 SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
 Taulby Roach  
 President and CEO

By: \_\_\_\_\_  
 Sheriff Vernon Betts  
 Sheriff, City of St. Louis

APPROVAL AS TO FORM

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Counselor

COUNTERSIGNED

Seal:

\_\_\_\_\_  
Comptroller

ATTEST

\_\_\_\_\_  
Register

**ATTACHMENT 1**

**BI-STATE DEVELOPMENT AGENCY**  
**SECONDARY CITY OF ST. LOUIS DEPUTY SHERIFF ACKNOWLEDGMENT**

In addition to other acknowledgments that may be required by the City of St. Louis Sheriff's Department, the undersigned employee of the City of St. Louis Sheriff's Department (the "Secondary Deputy Sheriff") hereby specifically acknowledges, understands, and agrees that:

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

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

\_\_\_\_\_  
Secondary Deputy Sheriff Signature

\_\_\_\_\_  
Secondary Deputy Sheriff Printed Name

Date \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING A MEMORANDUM OF UNDERSTANDING FOR  
SECONDARY ST. LOUIS CITY SHERIFFS**

**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*, 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*, 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. Louis City, Missouri for Secondary St. Louis City Deputy Sheriffs 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 Memorandum of Understanding with St. Louis City Sheriff’s Department is to provide Secondary St. Louis City Deputy Sheriffs; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute the Memorandum of Understanding with St. Louis City Sheriff’s Department to provide Secondary St. Louis City Deputy Sheriffs, 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 Memorandum of Understanding. The Board of Commissioners hereby approves the authorization of the President and CEO to execute the Memorandum of Understanding with St. Louis City Sheriff's Department in order to provide Secondary St. Louis City Deputy Sheriffs, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Memorandum of Understanding. The form of the Memorandum of Understanding (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 Memorandum, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Memorandum, 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 Memorandum.

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. Louis City, Missouri, 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 10<sup>th</sup> day of December, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his 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**

**6**

**Bi-State Development Agency  
Board of Commissioners  
Special Meeting  
Agenda Item  
December 10, 2019**

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**From:** Taulby Roach, President and CEO  
**Subject:** **Law Enforcement Services Agreement with St. Clair County Sheriff's Department for Security Services**  
**Disposition:** Approval  
**Presentation:** Stephen Berry, General Manager, Department of Public Safety

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**Objective:**

Approval by the Board of Commissioners authorizing a Law Enforcement Services Agreement ("Agreement") with the St. Clair County, Illinois Sheriff's Department for Security Services. The Agreement is for the FY2020 term retroactive to July 1, 2019, through June 30, 2020.

**Background:**

MetroLink's planners recognized that the personal safety of customers was essential to the success of the light rail system. The system was designed with open, well-lighted platforms and trains, as well as closed circuit television for constant monitoring of every station platform. In addition to these design elements, it was recognized that highly visible, effective, and professional law enforcement personnel were also essential.

In working with St. Clair County since 2001, BSD has strongly emphasized the importance of the law enforcement detail as a highly visible and pro-active part of the MetroLink security team.

**Analysis:**

Under this Agreement, the St. Clair County Sheriff's Department will assign a total of 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. The Agreement provides for one year of services in the base contract amount of \$1,674,000. Once executed, the FY2020 Agreement will be retroactive to July 1, 2019, and will continue to June 30, 2020.

**Committee Disposition:**

This agenda item has not been presented to the Operations Committee due to the high priority of enhancing security services on the MetroLink System and the need to expedite the execution of this Agreement; therefore, I have granted permission for this item to be placed on the Agenda for the Special Meeting of Board of Commissioners on December 10, 2019.

**Board Action Requested:**

Management requests that the Board of Commissioners authorize the President and CEO to execute the Law Enforcement Service Agreement with the St. Clair County Sheriff's Department for FY2020, in the base contract amount of \$1,674,000 for security services.

**Attachment:**

1. FY2020 Law Enforcement Services Agreement with St. Clair County Sheriff's Department

**Funding Source:**

Costs for services are included in the Agency's FY2020 Operating Budget.

## LAW ENFORCEMENT SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

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

## ARTICLE I-TERM

1.1 Term. This Service Agreement shall commence on July 1, 2019 and shall be for a term of twelve (12) months, ending on June 30, 2020.

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 THOUSAND DOLLARS (\$1,800,000) for the period of July 1, 2019 to June 30, 2020. 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 \$139,500 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 \$28,000 (see Exhibit A, attached hereto). Any amount over \$28,000 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 \$98,000 (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, 2019 THROUGH JUNE 30, 2020**

MONTHS OF SERVICE	MONTHLY COST
07/01/18- 07/31/18	139,500
08/01/18- 08/31/18	139,500
09/01/18- 09/30/18	139,500
10/01/18- 10/31/18	139,500
11/01/18- 11/30/18	139,500
12/01/18- 12/31/18	139,500
01/01/19- 01/31/19	139,500
02/01/19- 02/29/19	139,500
03/01/19- 03/31/19	139,500
04/01/19- 04/30/19	139,500
05/01/19 - 05/31/19	139,500
06/01/19- 06/30/19	139,500
<b>TOTAL BASE AMOUNT 2018-2019</b>	<b>1,674,000</b>

Overtime Budget	\$ 28,000
Average Holiday/Sick Buyout and Related Fringes	\$ 98,000
<b>Total Base Amount</b>	<b>\$ 1,674,000</b>

**Total Law Enforcement Agreement Amount** **\$1,800,000**

- The Overtime budget of \$28,000 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 \$98,000 are also included in the Total Law Enforcement Agreement Amount but will be drawn down as charges are incurred.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING A  
SERVICE AGREEMENT FOR FY 2020 WITH ST. CLAIR COUNTY, ILLINOIS  
SHERIFF'S DEPARTMENT FOR SECURITY 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 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 FY2020 provide for the St. Clair County, Illinois Sheriff's Department assigning twelve (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 \$1,674,000 for FY 2020 (July 1, 2019 through June 30, 2020) with a credit for any amounts previously paid for services provided in the FY 2020 term; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute a Service Agreement with St. Clair County, Illinois Sheriff's Department to provide security services for the MetroLink system, in the base contract amount of \$1,674,000 for FY 2020, 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 Service Agreement. The Board of Commissioners hereby approves the authorization of the President and CEO to execute a Service Agreement with St. Clair County, Illinois Sheriff's Department to provide security services for the MetroLink system, in the base contract amount of \$1,674,000 for FY 2020, 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 Service Agreement. The form of the Service Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting are 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 10<sup>th</sup> day of December, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his 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  
Special Meeting  
Agenda Item  
December 10, 2019**

---

**From:** Taulby Roach, President and CEO  
**Subject:** **Law Enforcement Services Agreement with St. Louis County Police Department for Security Services**  
**Disposition:** Approval  
**Presentation:** Steve Berry, General Manager, Department of Public Safety

---

**Objective:**

Approve Board of Commissioners authorizing a Law Enforcement Services Agreement (“Agreement”) with the St. Louis County Police Department for Security Services. The Agreement is for the FY2020 term retroactive to July 1, 2019, through June 30, 2020.

**Background:**

MetroLink's planners recognized that the personal safety of customers was essential to the success of the light rail system. The system was designed with open, well-lighted platforms and trains, as well as closed circuit television for constant monitoring of every station platform. In addition to these design elements, it was recognized that highly visible, effective, and professional law enforcement personnel were also essential.

In working with St. Louis County, BSD has strongly emphasized the importance of the law enforcement detail as a highly visible and pro-active part of the MetroLink security team.

**Analysis:**

Under this Agreement, the St. Louis County Police Department will assign forty-four (44) officers which includes thirty-seven (37) police officers, six (6) officers with rank of sergeant or higher, and one (1) officer of command rank. In addition the St. Louis County Police Department will provide thirteen (13) fully-marked and equipped police vehicles and one (1) unmarked police vehicle for the exclusive use of the contracted officers to perform services under this Agreement. The Agreement provides for one base year in the amount of \$406,421.25 per month, with two renewal options. Once executed, the FY2020 Agreement will be retroactive to July 1, 2019, and will continue to June 30, 2020.

**Committee Disposition:**

This agenda item has not been presented to the Operations Committee due to the high priority of enhancing security services on the MetroLink System and the need to expedite the execution of this Agreement; therefore I have granted permission for this item to be placed on the Agenda for the Special Meeting of Board of Commissioners on December 10, 2019.

**Board Action Requested:**

Approval by the Board of Commissioners authorizing the President and CEO to execute the Law Enforcement Service Agreement with the St. Louis County Police Department for FY2020 in the base year amount of amount of \$406,421.25 per month.

**Attachment:**

1. FY2020 Law Enforcement Services Agreement with St. Louis County Police Department

**Funding Source:**

Costs for services are included in the Agency's FY2020 Operating Budget.

*Board Policy Chapter 10, Section 10.010.03, Compact Amendment Safety and Order RSMo Section 70.441; 45 ILCS 110/6 (Missouri and Illinois Statutes slightly different).*

*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*

**POLICE SERVICE AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF ST. LOUIS**

**AND**

**BI-STATE DEVELOPMENT AGENCY OF**

**THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

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DRAFT

# POLICE SERVICE AGREEMENT

## BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT AND ST. LOUIS COUNTY, MISSOURI



THIS SERVICE AGREEMENT ("Agreement") by and between the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (hereinafter "AGENCY") and ST. LOUIS COUNTY, MISSOURI (hereinafter "COUNTY").

WITNESSETH THAT:

### RECITALS

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive RSMO, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Section 701.070.4 SLCRO authorizes the Superintendent of Police of St. Louis County to enter into a contract with a political subdivision of the State of Missouri for any law enforcement function; and

WHEREAS, AGENCY is a political subdivision of the State of Missouri, and is authorized to enter into this Agreement by its Compact, Sections 70.370 to 70.378 inclusive, RSMo, as amended; and

WHEREAS, AGENCY operates a light rail system (hereinafter, "METRO") within the City of St. Louis, Missouri, St. Louis County, Missouri and St. Clair County, Illinois; and

WHEREAS, an integral part of AGENCY'S operation is the safety of its customers who use the METRO system; and

WHEREAS, AGENCY desires to have such police officers also serve as goodwill ambassadors in the performance of their duties; and,

WHEREAS, the Compact between the states of Missouri and Illinois creating AGENCY provides in relevant part that AGENCY has the power to employ or appoint personnel to maintain safety and order, and enforce its rules and regulations, but that AGENCY may only employ peace officers through contracts with law enforcement agencies; and

WHEREAS, AGENCY desires that COUNTY provide peace officers for police protection and presence on its METRO trains and property to the extent provided through this Agreement; and

WHEREAS, the St. Louis County Police Department employs peace officers in order to provide law enforcement services within St. Louis County and other jurisdictions within the metropolitan area; and

WHEREAS, COUNTY desires to assist AGENCY in protecting the security of METRO users in all parts of Missouri and Illinois where METRO may operate; and

WHEREAS, the parties have previously entered into Service Agreements whereby the St. Louis County Police Department has provided certain law enforcement services, and the AGENCY has compensated the COUNTY for such services; and

WHEREAS, AGENCY and COUNTY now desire to continue, supplement and extend the provision of such services;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AGENCY and COUNTY agree as follows:

## **ARTICLE I – TERM**

1.1 **Term.** This Agreement shall commence upon full execution of this Agreement, and shall terminate on June 30, 2020. This Agreement may be renewed for two additional one year terms, the first renewal term to commence July 1, 2020 and terminate June 30, 2021 and the second renewal term to commence on July 1, 2021 and terminate June 30, 2022. Each renewal term will be subject to the same terms and conditions as set-forth in this Agreement except compensation for each renewal term will be determined as provided under Section 2.1 of this Agreement.

1.2 **Early termination.** Either party may terminate its rights and obligations under this Agreement by providing at least a ninety (90) day written notice to the other party of its intent to terminate this Agreement.

## **ARTICLE II - COMPENSATION**

2.1 **Compensation for Basic Services.** During the initial term of this Agreement, AGENCY shall pay COUNTY the amount of \$406,421.25 per month ("Monthly Compensation") for basic services to be provided by COUNTY more particularly described in Article III and Exhibit A. If the level of service increases or decreases, as provided in Section 3.1, COUNTY will notify AGENCY as soon as practical of such increase or decrease, and adjust the Monthly Compensation as close as practical in accordance with the component figures contained in Exhibit A. The monthly cost will be prorated for the portion of the month remaining upon full execution of the Agreement.

At least thirty (30) days prior to the commencement of the first renewal term, COUNTY shall provide AGENCY the BI-STATE DEVELOPMENT AGENCY ANNUAL POLICE SERVICE COSTS for July 1, 2020 through June 30, 2021 in the format set forth in Exhibit A. At least thirty (30) days prior to the commencement of the second renewal term, COUNTY shall provide AGENCY

the BI-STATE DEVELOPMENT AGENCY ANNUAL POLICE SERVICE COSTS for July 1, 2021 through June 30, 2022 in the format set forth in Exhibit A.

2.2 **Compensation for Additional Services.** If COUNTY provides additional police services pursuant to paragraph 3.2, AGENCY shall compensate COUNTY for such additional services by paying the actual cost of wages (including any premium paid for overtime) and other direct wage-related costs for each officer providing such services ("Additional Monthly Compensation").

2.3 **Time and Manner of Payment.** COUNTY shall provide AGENCY with timely invoices for Monthly Compensation and Additional Monthly Compensation. AGENCY shall pay each invoice within 30 days of date of invoice. If AGENCY fails to provide COUNTY with full payment of the amount of any invoice for Monthly Compensation or Additional Monthly Compensation within 31 days of the date of the invoice, COUNTY is authorized to deduct the full amount of such invoice from the appropriate account of sales tax receipts collected pursuant to St. Louis County Ordinance 6,792. The County Accounting Officer shall notify the designated representative of AGENCY within 7 days of such deduction.

### **ARTICLE III - SERVICES PROVIDED BY POLICE DEPARTMENT**

3.1 **Basic Services.** The COUNTY shall provide 44 police officers from the St. Louis County Police Department consisting of 1 officer of command rank, 6 officers with the rank of Sergeant or higher and 37 police officers. The COUNTY shall provide 13 fully-marked and equipped police vehicles and 1 unmarked police vehicle for said officers exclusively to perform services under this Agreement. County is responsible for mileage, maintenance and fuel for the marked patrol vehicles. The COUNTY shall provide officers with standard uniforms and equipment to perform services under this Agreement. COUNTY and AGENCY may recommend adjustments in the level of manpower outlined in this Agreement. COUNTY may exercise its reasonable discretion to make changes in the level of manpower during the term of this Agreement. COUNTY shall provide AGENCY reasonable written notice of its intent to change the level of manpower. Any change in the level of services shall be reflected in adjustment to compensation in accordance with paragraph 2.1.

St. Louis County police officers will report to designated locations as determined by the COUNTY in consultation with AGENCY. Work time will be determined by COUNTY in consultation with AGENCY. Such police officers shall at all times report to and be subject to the supervision of their superior officers of the St. Louis County Police Department and to the Department's recognized chain of command.

The St. Louis County Police Department shall use all reasonable efforts to cooperate with AGENCY in the performance of its duties hereunder. Such cooperation may include documentation of work time, time and location of reporting to duty and completing duty; activities while on duty; time away from the METRO assignment when on duty; and such other matters relating to their METRO police duties as determined by COUNTY in consultation with AGENCY.

3.2 **Additional Services.** AGENCY may request that additional police officers be assigned for special events and other extra services. COUNTY shall use all reasonable efforts to supply such requested additional police officers, and will notify AGENCY promptly if the requested additional police officers will not be provided. Such additional officers shall provide services in accordance with the provisions of paragraph 3.1.

3.3 **Administration.** The overall administration, along with the management and supervision of daily operational matters, of the police function, will be the responsibility of the St. Louis County Police Commander.

3.4 **Status of Officers.** The police officers performing services under the terms of this Agreement shall, at all times, be considered employees of COUNTY and not of the AGENCY. In accordance with the provisions of Section 3.5 of this Agreement, if the AGENCY determines that any police officer assigned to provide services under this Agreement is not performing in accordance therewith, AGENCY may request the replacement of an officer performing services under this Agreement. Upon such request, COUNTY may replace the officer. However, the replacement of a St. Louis County Police Officer is COUNTY's responsibility and within its reasonable discretion.

3.5 **Duties of Officers.** The duties of the police officers working under the terms of this Agreement shall include, but not be limited to, the following:

- a. Provide "roving" police patrol duties on board the METRO trains and within the AGENCY'S METRO stations, during which they shall perform their normal and lawful duties as law enforcement officers, to enforce the laws of the State of Missouri, and the various ordinances within the officers' jurisdictions (including such jurisdictions as may be authorized pursuant to joint services agreements). No officer shall, however, be required by this Agreement to perform any duties outside of the State of Missouri, unless authorized by state or federal law. COUNTY police officers are permitted to enter the State of Illinois for the purpose of monitoring ongoing suspicious activity on a METRO train or to apprehend a suspect, and to remain in the State of Illinois until an officer of the appropriate Illinois

jurisdiction has responded to the scene under the authority granted by Section 70.378 RSMo and 45 ILCS 110/5.

b. Actively and visibly patrol METRO trains, stations, park-and-ride lots and other METRO facilities; interact positively with METRO customers and provide appropriate assistance to them; enforce the METRO fare system as supported by State Statute when on duty and not actively engaged in other police work; to include issuing citations for fare violations; and arrange for the pickup, transporting and processing of offenders taken into custody by St. Louis County Police officers.

c. Respond to subpoenas, court appearances and trials as required for violations.

d. Primarily devote their time to activities on METRO trains and stations.

e. Assist AGENCY staff with security and fare enforcement personnel who provide services to METRO under contract with the AGENCY, by way of the following:

1) A COUNTY Private Security Coordinator will conduct and document random field inspections to assure that all individuals acting in the capacity of a watchman, courier or security officer are in compliance of St. Louis County Ordinance 701.115 and St. Louis City Ordinance 62939, and the limits of his/her license;

2) Any violations discovered from the field inspections may result in reprimand, suspension, and/or revocation that will be communicated to the Employer, Security Provider, and/or AGENCY that are relating to security and fare enforcement;

It is understood that AGENCY is responsible for its policy and procedures and that AGENCY is responsible for the training of its security and fare enforcement personnel in the performance of their respective duties as established by AGENCY.

**3.6 Time and Scheduling of Services.** COUNTY, in consultation with AGENCY, shall determine when and where police officers are to perform their respective duties as described in Section 3.5. With the exception of services provided under unforeseen or extraordinary circumstances, which services COUNTY shall verify by written documentation detailing the amount, nature and justification, the AGENCY must pre-approve the use of any additional police officers or additional hours of service not authorized in Section 3.1. The COUNTY, through the St. Louis County Police Department and in cooperation with the AGENCY, will be responsible for coordinating schedules, and such schedules shall be known as the "Daily Duty Roster of Officers." The Daily Duty Roster will be provided to AGENCY for each date of service.

**3.7 Command Level Review Meetings.** Meetings between COUNTY and AGENCY shall be held at least bi-weekly, or at the request of either party, in order to discuss the services under this Agreement; work assignments and hours; reports made and/or needed by either party; complaints; and to discuss and resolve any other areas of mutual concern.

3.8 **Accreditation.** The St. Louis County Police Department complies with all standards related to the law enforcement functions as prescribed to the Commission on Accreditation for Law Enforcement Agencies (CALEA).

#### **ARTICLE IV – REPORTING AND MUTUAL OPERATIONAL OVERSIGHT**

4.1 **Reports by COUNTY.** The COUNTY shall submit monthly reports on METRO to the AGENCY in a format that is mutually acceptable to both parties. These reports shall contain crime statistics, as well as self-initiated and directed call for service data, by geographical location. Upon request, the COUNTY will provide police reports in a manner compliant with state and federal law for incidents related to the AGENCY and its operations. In the event police reports are requested, these requests shall be forwarded to the Bureau of Central Police Records for review and release.

4.2 **Reports by AGENCY.** The AGENCY shall submit monthly reports on METRO to the COUNTY in a format that is mutually acceptable to both parties. These reports shall contain ridership and fare data. AGENCY shall provide COUNTY any new policies regarding fare enforcement, fare bulletins, route and service changes on Metrolink, and updates regarding safety and security.

4.3 **Mutual Operational Oversight.** COUNTY and AGENCY shall collaborate on matters related to law enforcement, safety, and security on METRO. COUNTY shall have an active role on Metro's Safety and Security Oversight Committee. COUNTY shall also have an active role in security/public safety operations and critical incident reviews involving the Metro Public Safety Department and contracted security personnel.

#### **ARTICLE V - INSURANCE**

5.1 **COUNTY Self-Insurance.** It is hereby understood and acknowledged that the COUNTY is self-insured for all claims of liability for which COUNTY is not immune, including general liability, commercial general liability, automobile liability, professional liability and workers' compensation employer liability.

This Agreement does not impose any obligation on the COUNTY to purchase liability insurance. The AGENCY shall not be liable in any respect to the COUNTY, the COUNTY'S employees, agents, invitees, licensees or visitors, or to any other person or entity, for damages that result from any injury to persons or property arising out of the activities of COUNTY or its police officers in the performance of the services required under this Agreement to the extent that such activities are contrary to the terms of this Agreement, or to state and/or federal law, and are otherwise attributable to the actions of the COUNTY or the St. Louis County Police Department.

The COUNTY shall not be liable to AGENCY to the extent any such claim shall result from the acts of AGENCY or its employees, Commissioners, officers, agents, invitees or licensees in violation of the terms of this Agreement.

5.2 **AGENCY Self-Insurance.** It is hereby understood and acknowledged that the AGENCY is self-insured for all claims for liability for which AGENCY is not immune, including general liability, commercial general liability, automobile liability, professional liability and workers' compensation employer liability.

This Agreement does not impose any obligation on the AGENCY to purchase liability insurance. AGENCY, however, shall provide COUNTY with a Certificate Letter of Self Insurance covering all claims arising under this Agreement. The COUNTY shall not be liable to the AGENCY, the AGENCY'S employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property that might arise out of the activities of AGENCY, or resulting from the performance of services under this Agreement, to the extent that activities and performance of services are contrary to the terms of this Agreement, or to state and/or federal law, and are otherwise attributable to the actions of the AGENCY.

The AGENCY shall not be liable to COUNTY to the extent any such claim shall result from the acts of COUNTY or its employees, Commissioners, officers, agents, invitees or licensees in violation of the terms of this Agreement.

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

6.1 **Notices.** Any and all notices or other forms of communications, required or voluntarily made by either party, shall be deemed to be given if hand delivered or sent through the United States Postal Service, First-class postage pre-paid, to the respective addresses of the parties listed below:

If to the AGENCY:

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

If to the COUNTY:

Colonel Jon M. Belmar  
Chief of Police  
St. Louis County Police Department  
7900 Forsyth Boulevard  
Clayton, Missouri 63105

Both parties may, by notice given hereunder, designate an additional or different recipient or address to which subsequent notices and communications shall be sent.

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

6.3 **Interpretation and Amendment.** This Agreement comprises the entire understanding between the parties, including the contents of any and all documents incorporated by reference or attached hereto, and the Agreement supersedes all other writings, promises, terms, conditions or obligations that may have been previously made. Any amendments, additions, supplements or deletions to this Agreement shall be in writing, and mutually assented to and signed by both parties. No action shall be taken pursuant to any amendment, addition, supplement or deletion prior to the execution of such written instrument.

6.4 **Law.** This Agreement, its interpretation and any dispute arising out of its operation shall be governed by the laws of the State of Missouri and the venue shall be St. Louis County, Missouri.

**THE PARTIES REPRESENT THAT THEY HAVE EACH CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS PROVISIONS AND CONDITIONS.**

IN WITNESS THEREOF, AGENCY AND COUNTY have signed their names and affixed their official seals to this Agreement on the day and year written below.

Executed by Agency:

BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI ILLINOIS METROPOLITAN  
DISTRICT

\_\_\_\_\_  
(Date)

Attest:

By \_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Agency General Counsel



Executed by County:

\_\_\_\_\_  
(Date)

Approved:

ST. LOUIS COUNTY  
BOARD OF POLICE COMMISSIONERS

\_\_\_\_\_  
Chief of Police  
St. Louis County Police Department

By \_\_\_\_\_  
Chairman

Approved as to Legal Form:

ST. LOUIS COUNTY, MISSOURI

\_\_\_\_\_  
County Counselor

By \_\_\_\_\_  
County Executive

Approved:

Attest:

\_\_\_\_\_  
Accounting Officer

\_\_\_\_\_  
Administrative Director

SIGNATURES

**EXHIBIT A-Initial Term**  
**BI-STATE DEVELOPMENT AGENCY**  
**ANNUAL POLICE SERVICE COSTS**  
**DATE OF CONTRACT EXECUTION THROUGH JUNE 30, 2020**

Upon contract execution, the monthly cost for police services during the initial term will be \$406,421.25.

<b>SUPERVISION</b>	
One (1) Captain	\$143,419
Six (6) Sergeants @ \$121,696/per Sergeant	\$730,176
<b>TOTAL SUPERVISION</b>	<b>\$873,595</b>
<b>OFFICERS</b>	
Thirty-Seven (37) Patrol Officers @ \$97,487/per Officer	\$3,607,019
<b>VEHICLES</b>	
One (1) Unmarked Police Vehicle Thirteen (13) Fully Marked and Equipped Police Vehicles	\$161,106
<b>SUBTOTAL</b>	<b>\$4,641,720</b>
<b>INDIRECT COST (Rate of 5.07%)</b>	<b>\$235,335</b>
<b>TOTAL (12 month period)</b>	<b>\$4,877,055</b>

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING AN AGREEMENT FOR FY2020 WITH  
ST. LOUIS COUNTY POLICE DEPARTMENT FOR SECURITY SERVICES**

**PREAMBLES:**

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

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to 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 rule as 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*, 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*, 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. Louis County Police 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 Service Agreement with the St. Louis County Police Department calls for total manpower of forty-four (44) officers which includes thirty-seven (37) police officers, six (6) officers with rank of sergeant or higher, and one (1) officer of command rank who will work with Agency’s General Manager of Public Security to monitor and adjust patrol activity for maximum visibility and passenger safety. In addition the St. Louis County Police Department will provide thirteen (13) fully-marked and equipped police vehicles and one (1) unmarked police vehicle for the exclusive use of the contracted officers to perform services under this Service Agreement. The Service Agreement contract will provide a base contract amount of \$406,421.25 per month for FY 2020, (July 1, 2019 through June 30, 2020), with two renewal terms, and a credit for any amounts previously paid for services in FY 2020, recognizing that if additional services or overtime are required the amount may be adjusted accordingly; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute an agreement with St. Louis County on behalf of the St. Louis County Police Department to provide forty four (44) police officers in the amount of \$406,421.25 per month for FY2020, with two renewal terms, 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 Service Agreement. The Board of Commissioners hereby approves the authorization of the President and CEO to execute a Service Agreement with St. Louis County on behalf of the St. Louis County Police Department to provide security services for the MetroLink system in the amount of \$406,421.25 per month for FY2020, with two renewal terms, 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 Service Agreement. The form of the Service Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting are 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.

Section 7.      Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and St. Louis County, Missouri.

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 10<sup>th</sup> day of December, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his 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**

**8**

**Bi-State Development Agency  
Board of Commissioners  
Special Meeting  
Agenda Item  
December 10, 2019**

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**From:** Taulby Roach, President & CEO  
**Subject:** **Contract Award for Public Safety and Security Services**  
**Disposition:** Approval  
**Presentation:** Stephen M. Berry, General Manager of Metro Transit Public Safety; Larry B. Jackson, Executive Vice President Administration

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**Objective:**

To obtain Board of Commissioners' approval to enter into a contract with G4S Security Solution (USA) Inc (formerly Wackenhut Security Services) for Public Safety and Security Services.

**Background:**

BSD issued solicitation 20-RFP-106132-SG in August 19, 2019 to twenty-two (22) prospective Offerors seeking qualified security providers to submit proposals for a three (3) year contract with two (2) separate one (1) year renewal options to satisfy BSD's requirement for contracted security services at designated Missouri and Illinois facilities and platforms. The solicitation was advertised on BSDA/Metro iSupplier website. This solicitation required DBE participation of 10%.

On October 11, 2019 six (6) proposals were received in response to the solicitation, of which all were deemed responsive and evaluated on their technical merit.

**Analysis:**

Each responsive firm's proposal was reviewed by an Evaluation Committee comprised of representatives from Metro Public Safety, MetroLink Light Rail Operations, and St. Louis County Police Department according to the evaluation requirements specified in the solicitation package. After completion of the initial technical evaluations, a consensus meeting was held to discuss the scoring.

After completion of the Technical Evaluation, four (4) firms Andy Frain Services Inc, GardaWorld Security, Securitas Security Services USA, Inc, and Vets Securing America was deemed as not being within the competitive range and therefore eliminated from further consideration. Allied Universal and G4S Solutions continued to the next phase of evaluation.

On December 3, 2019 both Allied Universal and G4S Solutions was requested to provide a presentation on various questions derived by the Evaluation Committee. Upon completion of the presentations scoring was provided by each Evaluation Committee member and calculated into the total technical scores.

Costs were evaluated using a pre-established formula whereby the firm with the lowest cost proposal received the maximum score of 100. Each firm thereafter received points based on a

formula that assigns points inversely proportional to the cost proposal amounts. A summary of the final evaluation scores, Technical and (BAFO) Cost is shown below:

Company	Five (5) Year Total Cost	Cost Score	Tech Score	Total Points
Allied Universal Security	\$26,230,236.30	100.00	345	445.00
G4S Solutions (USA) Inc	\$28,537,891.97	91.91	360	451.91

Note: Cost Based on Five (5) Years consisting of Three (3) Base Years Two (2) Option Years  
Maximum Total Points = 500

G4S Security Solution (USA) Inc. has chosen A-1 Investigations who is a certified DBE through the Missouri Regional Certification Commission (MRCC), as their subcontractor to meet or exceed the 10% DBE goal.

This item was presented and discussed at the Public Safety Evaluation Committee on December 3, 2019. During the technical presentation, G4S Solutions presented succinct plans for several types of security programs Metro would like to pursue. G4S also gave examples of similar transit customer service orientated contracts that they currently administer and the committee feels the program is proportional towards Metro needs.

G4S presents an understanding for appropriate security supervision and span of control. They stated that the account would have a dedicated account manager and an assistant account manager in addition to the 8-10 transit security supervisors.

The G4S proposal addresses several key factors in Metro's need to provide a safe and secure system by bringing security guard location identification, enhanced training, detailed reporting capabilities and intelligence collection efforts that best match Metro transit needs. These items would be a welcomed addition to its overall public safety program.

As such, the Committee recommends that the Board of Commissioners approve this request to authorize the President & CEO to award a contract to G4S Solutions for Public Safety and Security Services, in an amount not to exceed \$28,537,891.97.

**Funding Source:**

Funding is provided through the operating budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT APPROVING  
AN AWARD OF A CONTRACT TO G4S SECURITY SOLUTIONS  
FOR PUBLIC SAFETY AND SECURITY 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*, 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 rule as 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*, Board Policy Chapter 50, §50.010(A) (8) and §50.010(E)(1)(a), requires Board approval of all Competitive Negotiated Procurements exceeding \$500,000; and

*Whereas*, this Project is funded through the Agency Operating Budget; and

*Whereas*, on August 19, 2019, BSD issued RFP 20-RFP-106132-SG requesting proposals from qualified security services providers. Six (6) proposals were received in response to the solicitation, of which all were deemed responsive and evaluated on their technical merit. After a consensus meeting four (4) firms were deemed as not being within competitive range and therefore eliminated for further consideration; and

*Whereas*, on December 3, 2019 the two remaining firms made presentations on various questions posed by the evaluating committee. Upon completion of the presentation scoring, G4S Security Solutions was determined the highest scoring qualified firm whose proposal was most advantageous to BSD for a five year contract with a total contract amount of \$28,537,891.97; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency Board to approve the President and CEO to execute a contract with G4S Security Solutions for a three (3) year contract with two (2) separate one (1) year renewal options for contracted public safety and security services with a total contract amount of \$28,537,891.97, 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 President and CEO to Execute Contract. The Board of Commissioners hereby approves the President and CEO to execute a contract with G4S Security Solutions for a three (3) year contract with two (2) separate one (1) year renewal options for contracted public safety and security services with a total contract amount of \$28,537,891.97, 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 the 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, including the payment of all costs, expenses and fees incurred in connection with or incidental to this Resolution and 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 G4S Security Solutions.

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.

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

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

Section 9. 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 10<sup>th</sup> day of December, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his 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

# Memorandum

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To: Taulby A. Roach

From: Larry B. Jackson

Date: December 4, 2019

Subject: Loop Trolley Capital Request Memo of Nov. 18, 2019

I would like to clarify the statement made in the last paragraph of my November 18, 2019 memo concerning requested capital funding for the Loop Trolley. The \$800,000 requested capital funding would be provided from existing BSD FTA grants at 80% of total cost plus local match of 20% to be supplied from current BSD capital funds which are set aside for future matching obligations. No additional appropriations would be required from our funding partners to satisfy this requirement as these monies are to be moved from currently funded projects which are complete. I have discussed this with Mark Vago, Sr. Vice President & CFO who has confirmed the matching funds are currently available. If you need any additional information, please advise.

Cc: Mark Vago

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-  
ILLINOIS METROPOLITAN DISTRICT APPROVING THE PRESIDENT AND  
CEO TO NEGOTIATE AGREEMENTS REGARDING THE LOOP TROLLEY**

**PREAMBLES:**

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

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to 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*; the Loop Trolley Transportation Development District (the “District”) has constructed a trolley system within the common right-of-way primarily upon Delmar and DeBaliviere Avenues in the City of St. Louis and the City of University City (“Loop Trolley”) and the District has contracted with the Loop Trolley Corporation (“LTC”) in order to conduct daily operations and maintain the Loop Trolley; and

*Whereas*, the Loop Trolley is now in need of stabilization and a new structure for its management and operations. BSD staff has been exploring an operating solution for the Loop Trolley which would involve a comprehensive management agreement with the District and a transfer of Loop Trolley transit assets to the control and responsibility of BSD; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency Board to authorize the President and CEO to negotiate a comprehensive management agreement with the Loop Trolley Transportation Development District and a transfer of Loop Trolley transit assets to the control and responsibility of the Agency, 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 President and CEO to Negotiate. The Board of Commissioners hereby approves the President and CEO to negotiate a comprehensive management agreement with the Loop Trolley Transportation Development District and a transfer of Loop Trolley transit assets to the control and responsibility of the Agency, 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 negotiate all documents and agreements 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 preparation 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, its officers and employees.

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

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

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

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 10<sup>th</sup> day of December, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his 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

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**Memorandum**

To: Bi-State Development Agency Board of Commissioners

From: Taulby A. Roach



Re: **Confidential** Loop Trolley

Date: December 3, 2019

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I have been asked to evaluate the viability of the Loop Trolley project in the interest of stabilizing the project and finding a reasonable solution for its management and operation. What is of the utmost importance is avoiding the prospect of default on the FTA grant funds. Such a default would have far reaching negative consequences for BSD and the region in the competition for important federal funding of all sorts.

Consequently, attached is a collection of materials to detail some of the analysis that has been done. This includes the following exhibits:

1. A November 21, 2019 letter to the FTA regional administrator requesting concurrence and financial support of the project within BSD management & control.
2. A copy of the email of December 2 noting the administrator's agreement with my request.
3. A white paper completed at our electeds' request noting a recommended path forward.
4. Preliminary operating budget prepared by Metro staff.
5. Preliminary capital support budget also prepared by Metro staff.

I want to be completely forthcoming about this project. It is far from perfect, and it contains challenges that can be difficult. However, I do believe that we have done our best to anticipate most of these challenges and we have the basic design for a viable path forward. Most importantly, this plan gives us a regional opportunity to save a troubled situation and move forward in the interest of protecting regional integrity and honoring agreements with our federal partners.

I will request the board on the December 10, 2019 to authorize me as president and CEO to negotiate a comprehensive management agreement with the LOOP TDD and also negotiate the transfer of the transit assets to the control and responsibility of BSD.

Once the final documents are secured, I will present to the Board for final approval at the January/February 2020 meetings.

November 21, 2019

Mr. Mokhtee Ahmad  
Federal Transit Administration -Region VII  
901 Locust Street, Suite 404  
Kansas City, MO 64106

Re: Loop Trolley Project

Dear Mokhtee:

As you know my staff and I have been working to find a reasonable operating solution for the Loop Trolley project. I am writing you today to update you regarding the progress of these investigations and the necessary steps towards a workable solution.

Essentially we have developed two separate budgets that require your support and general concurrence. Assuming we are able to gain this concurrence, I will present this plan to my elected leadership on December 2<sup>nd</sup> and subsequently to a special meeting of my Board of Commissioners on December 10<sup>th</sup>. In order to gain their endorsement it is critically important that we come to a unified plan in which FTA and BSD have a clear understanding of the difficulties of making this asset perform.

#### 1. Operating budget

My staff has developed an operating budget which allows us to run a more thorough transit based service that contemplates revenue operations based on 61 hours a week. Conservatively estimating a flat revenue and expense curve allows us to operate in this way at a projected loss of roughly 205,000 per year. We would use the re-categorized FTA idle funds identified by staff in MO 90.X231 to compensate for this delta (1,086,000) and allow for sustainable operations for at least four years. During this four years we would work to build revenue by incorporating the Trolley asset into the transit system and build revenue through the continued growth of TDD revenue.

#### 2. Capital budget

A sound operating budget as designed is dependent on the condition of the existing rolling stock. Unfortunately, we cannot be assured that this assumption is correct due to age and lack of information available at this time relative to the condition of the trolley's major components. Our initial assessment team has included Scott Grott, General Manager – MetroLink; Darren

One Metropolitan Square  
211 North Broadway, Suite 700  
St. Louis, MO 63102-2595  
BiStateDev.org

Curry, Chief Mechanical Officer, and Marc Cruz, Superintendent of LRV Maintenance among others. This group has made inquiries about the current condition of the trolleys and associated infrastructure with existing Loop Trolley Company staff as well as Mike Collins of WSP who has been assisting the LTC and the District with trolley refurbishment decisions.

Two trolleys were delivered and put into revenue service approximately one year ago and the third trolley is not yet available due to compatibility issues between the trolley wheels and track. It appears the responsibility of correcting the wheel issue of the third trolley rests with the rebuild facility but there is concern whether they will be able to effectuate a proper remedy. At this point, I am suggesting that we return the wheels from the third car and make the repairs at the Metro Ewing rail works.

Due to these concerns, I must recommend establishing a capital reserve fund to cover a major component rebuild for the trolleys and other items that may have been overlooked during the initial ramp-up for operations. These funds would only be utilized if determined necessary for safe and efficient operation. This capital request would cover the following items:

Trolley Upgrades	\$ 350,000
Overhaul Traction Motors	
Replace/Re-Profile Wheels	
Spare Parts	
Traction Power System	\$ 100,000
Substation Bldg. Modifications	
Breaker/Feeder Modifications	
Spare Parts & Test Equipment	\$ 100,000
Building/Track/Shop	\$ 100,000
Spare Track Switch	
Shop Equipment	
Bldg. Modifications Including Security	
Contingencies	\$150,000
<b>TOTAL</b>	<b>\$800,000</b>

Funding for this capital request would be derived from available FTA Capital Rail based grants which are currently idle (80%) and local match from local St Louis City and County capital reserve fund (20%). Larry Jackson from my staff has discussed the viability and details for this concept with your staff and we feel that a reasonable financial solution is within your approval.

My specific ask of you as regional administrator is to indicate your agreement in general terms with the above scenario. I will use this tentative agreement to gain the necessary Board and local leadership support.

One Metropolitan Square  
211 North Broadway, Suite 700  
St. Louis, MO 63102-2595  
BiStateDev.org

Assuming the authorization is forthcoming, I will modify our current agreement with the Loop TDD to manage and take over the Trolley operations on January 1, 2020. Further I will direct staff to complete the necessary legal documents to transfer the Trolley asset to BSD as required by your office.

I very much hope this letter meets with your approval. The FTA has been a staunch partner in developing Transit in our City, and the support of your agency is critical in working through the challenges of a difficult project like this one. However, I must say that I do think there is a successful future for the Trolley, but it requires bold and honest commitment and the work of dedicated professionals. I hope that we can find this success together.

Sincerely,



Taulby Roach  
President and Chief Executive Officer

One Metropolitan Square  
211 North Broadway, Suite 700  
St. Louis, MO 63102-2595  
BiStateDev.org

**Subject:** RE: Loop Trolley Project  
**Date:** Monday, December 2, 2019 at 11:39:53 AM Central Standard Time  
**From:** Ahmad, Mokhtee (FTA)  
**To:** Roach, Taulby  
**CC:** Deertz, Brenda S.  
**Attachments:** image003.jpg, image005.jpg

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are expecting the information.**

Dear Taulby:

I fully concur with your request in your letter for Bi-State to assume the operations of Loop Trolley. I have instructed my staff to work with your staff to get this request accomplished. You have our full support and thank-you for your willingness to operate this transit asset.

Mokhtee Ahmad, Regional Administrator, FTA Region 7.

**From:** Deertz, Brenda S. **On Behalf Of** Roach, Taulby  
**Sent:** Thursday, November 21, 2019 9:29 AM  
**To:** 'Ahmad, Mokhtee (FTA)' <[Mokhtee.Ahmad@dot.gov](mailto:Mokhtee.Ahmad@dot.gov)>  
**Subject:** FW: Loop Trolley Project

November 21, 2019

Mr. Mokhtee Ahmad  
Federal Transit Administration -Region VII  
901 Locust Street, Suite 404  
Kansas City, MO 64106

Re: Loop Trolley Project

Dear Mokhtee:

As you know my staff and I have been working to find a reasonable operating solution for the Loop Trolley project. I am writing you today to update you regarding the progress of these investigations and the

necessary steps towards a workable solution.

Essentially we have developed two separate budgets that require your support and general concurrence. Assuming we are able to gain this concurrence, I will present this plan to my elected leadership on December 2<sup>nd</sup> and subsequently to a special meeting of my Board of Commissioners on December 10<sup>th</sup>. In order to gain their endorsement it is critically important that we come to a unified plan in which FTA and BSD have a clear understanding of the difficulties of making this asset perform.

### 1. Operating budget

My staff has developed an operating budget which allows us to run a more thorough transit based service that contemplates revenue operations based on 61 hours a week. Conservatively estimating a flat revenue and expense curve allows us to operate in this way at a projected loss of roughly 205,000 per year. We would use the re-categorized FTA idle funds identified by staff in MO 90.X231 to compensate for this delta (1,086,000) and allow for sustainable operations for at least four years. During this four years we would work to build revenue by incorporating the Trolley asset into the transit system and build revenue through the continued growth of TDD revenue.

### 2. Capital budget

A sound operating budget as designed is dependent on the condition of the existing rolling stock. Unfortunately, we cannot be assured that this assumption is correct due to age and lack of information available at this time relative to the condition of the trolley's major components. Our initial assessment team has included Scott Grott, General Manager – MetroLink; Darren Curry, Chief Mechanical Officer, and Marc Cruz, Superintendent of LRV Maintenance among others. This group has made inquiries about the current condition of the trolleys and associated infrastructure with existing Loop Trolley Company staff as well as Mike Collins of WSP who has been assisting the LTC and the District with trolley refurbishment decisions.

Two trolleys were delivered and put into revenue service approximately one year ago and the third trolley is not yet available due to compatibility issues between the trolley wheels and track. It appears the responsibility of correcting the wheel issue of the third trolley rests with the rebuild facility but there is concern whether they will be able to effectuate a proper remedy. At this point, I am suggesting that we return the wheels from the third car and make the repairs at the Metro Ewing rail works.

Due to these concerns, I must recommend establishing a capital reserve fund to cover a major component rebuild for the trolleys and other items that may have been overlooked during the initial ramp-up for operations. These funds would only be utilized if determined necessary for safe and efficient operation. This capital request would cover the following items:

Trolley Upgrades	\$ 350,000
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Overhaul Traction Motors	
Replace/Re-Profile Wheels	
Spare Parts	
Traction Power System	\$ 100,000
Substation Bldg. Modifications	
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Spare Parts & Test Equipment	\$ 100,000
Building/Track/Shop	\$ 100,000
Spare Track Switch	
Shop Equipment	
Bldg. Modifications Including Security	
Contingencies	\$150,000
<b>TOTAL</b>	<b>\$800,000</b>

Funding for this capital request would be derived from available FTA Capital Rail based grants which are currently idle (80%) and local match from local St Louis City and County capital reserve fund (20%). Larry Jackson from my staff has discussed the viability and details for this concept with your staff and we feel that a reasonable financial solution is within your approval.

My specific ask of you as regional administrator is to indicate your agreement in general terms with the above scenario. I will use this tentative agreement to gain the necessary Board and local leadership support.

Assuming the authorization is forthcoming, I will modify our current agreement with the Loop TDD to manage and take over the Trolley operations on January 1, 2020. Further I will direct staff to complete the necessary legal documents to transfer the Trolley asset to BSD as required by your office.

I very much hope this letter meets with your approval. The FTA has been a staunch partner in developing Transit in our City, and the support of your agency is critical in working through the challenges of a difficult project like this one. However, I must say that I do think there is a successful future for the Trolley, but it requires bold and honest commitment and the work of dedicated professionals. I hope that we can find this success together.

Sincerely,



Taulby Roach  
President and Chief Executive Officer

# LOOP TROLLEY – Bi State Development Concept Paper

Current management and operating plan are inefficient and in need of ridership development on a basis that is sustainable and within the normal bounds of projections and financial realism. The Loop Trolley asset requires a lean, efficient operating plan and incorporation within the overall regional transit plan. The combination of these fundamental changes can provide the Loop Trolley the best opportunity to run within financial parameters and continue to serve the public interests.

The following is the required plan to achieve this plan:

## **1. Negotiation with FTA**

FTA regional administration is interested and keenly aware of the vulnerabilities of the project in its current configuration. It is very much in the FTA's interest to have the asset succeed. Indeed a failed Trolley project would essentially be a "mark" on their record as well. Given this context, I have provided a strategy to recategorize legacy FTA funds currently in BSD's control to provide the critical operating assistance to recast and retool the Trolley to operate within a proposed transit plan.

This strategy was provided to Dr. Page, Mayor Krewson, and Mr. Ahmad (Region 5 FTA Administrator). Mr. Ahmad has agreed to this in concept, however it requires the Loop Trolley assets to be transferred to BSD and a reasonable operating plan produced. This funding totals \$1,086,000.

## **2. Develop a new budget**

I have assigned limited staff to analyze the LTC budget actuals and a new budget plan is in development. There are several inherent efficiencies which can be achieved by utilizing the existing talent and logistical capacities allowing BSD/Metro to operate the Trolley at a reduced budget. Specifically, this includes operating personnel and insurance costs. These can result in significant savings.

## **3. Insure operation of the 3<sup>rd</sup> Trolley car**

Currently, the third car has a defective wheel profile. The entire rail "truck" structure has been sent to the manufacturer to refit modified wheel profiles. It is my judgement that relying on this same manufacturer (GOMACO) to perform on time and as specified is a dangerous assumption and potentially a fatal flaw to any plan. In fact, a good deal of the failures of the Loop Trolley find their origins in GOMACO's consistently poor performance. Therefore, I would recommend returning the "trucks" to St. Louis and

propose to fix the wheel profiles at the Metro/BSD wheel works located at the Ewing facility. Secondly, a claim against GOMACO for non-performance should be considered.

#### **4. Develop a new plan to build ridership**

Imperfect as the current alignment may be for transit operations, the key to success is to maximize every aspect of ridership. This should be confronted on several levels including the following:

- a) Incorporation into existing transit network, therefore driving ridership through existing transit pass holders (especially WU pass program)
- b) Develop a pass program using TDD revenue to provide existing Loop business owners who would sponsor (require?) employees to hold monthly transit passes designed to park remotely from the loop and take the Trolley to/from their shifts.
- c) Incorporate the Trolley into a pass system which will include the Zoo-Museum Taxing District (ZMD). Especially in the summer months, employment at the Zoo represents a strong ridership potential from youth employed at seasonal positions at the Zoo. These are important aspects of interconnected economic opportunities for all involved – most critically, it builds ridership. All aspects of strengthening the value of these public assets should be exploited to help Trolley operations.
- d) Develop a “City Pass” for tourists which includes access to all of the various St. Louis attractions including the Trolley, MetroLink, Zoo, Museums, Science Center, the Arch, etc. Again, perhaps requiring the CVCC to financially and logistically support such an idea is a reasonable request given the nature of public support for these ventures. Developing strong ties between these publicly supported assets is a strong indication of regional policy goal setting and cooperation.

#### **5. Important details to consider**

- a) Default on the FTA grant would have negative consequences on the entire region. A technical default would negatively affect all consideration of future projects contemplating federal financial support.
- b) TDD revenues are increasing and prospects for financial improvement are good.
- c) BSD board of commissioners would have to vote in support of this plan.
- d) Existing tax credits would need to be unwound (doable at this point)
- e) Regional support of a new plan to build ridership is critical, however, prior to that - credibility must be restored.

**12 month Projected Budget****61 Hours of Service****Income**

Sales Tax less TDD Administration	\$	790,000
Farebox Income	\$	50,000
<b>Total Income</b>	<b>\$</b>	<b>840,000</b>

**Expense**

<b>Wages</b>		
Dir. of Operations (FT)		81,800
2 Serv. Mgr./Dispatcher (PT) & FT		78,720
Maint. Leader (FT)		64,418
Trolley Op. 2 Cars (PT)		166,086
	\$	391,024
FICA/Insurance/Benefits/Taxes	\$	156,410
Professional Services		
Marketing and Public Relations		10,000
	\$	10,000
<b>General Operations</b>		
Security		67,890
Payment Processing & Cash Collection		1,200
Communication Fees/Licenses		2,312
Shop Supplies		3,000
Cleaning Contract: Facilities & Trolleys		10,000
Trash Removal		1,200
Grounds Maintenance		1,200
Uniforms & Tools		1,200
Utilities for Building (includes Traction Power)		60,000
Telephone/Internet		7,632
Building Maintenance		1,836
General Office Supplies		1,200
Computer Hardware & Software		1,200
Travel & Recruitment (Allowance)		1,000
Postage & Printing		1,200
	\$	162,070
<b>System Maintenance</b>		
Maint. Contracts (Vehicles, OCS, Track)	\$	38,800
Motor Vehicle Maintenance		1,800
Vehicle Parts		40,000
System Parts		25,000
Pay station Parts & Maintenance		2,500
Fare Collections System		12,000
	\$	120,100
<b>Insurance</b>		
Workers' Compensation/Premiums/Losses		248,480
	\$	248,480
<b>Total Expense</b>	<b>\$</b>	<b>1,088,083</b>
<b>Income/(Loss)</b>	<b>\$</b>	<b>(248,083)</b>

# Memorandum

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To: Taulby A. Roach  
From: Larry B. Jackson  
Date: November 18, 2019  
Subject: Loop Trolley Capital Request

Bi-State Development has been requested to investigate the potential of assuming day-to-day operational control of the Loop Trolley. A budget for this is currently being prepared that assumes the utilization of some amount of FTA operating assistance for the next 4 years. This budget assumes the trolleys and associated infrastructure are in a reasonably sustainable operating condition.

Unfortunately, we cannot be assured that this assumption is correct due to age and lack of information available at this time relative to the condition of the trolley's major components. Our initial assessment team has included Scott Grott, General Manager – MetroLink; Darren Curry, Chief Mechanical Officer and; Marc Cruz, Superintendent of LRV Maintenance among others. This group has made inquiries about the current condition of the trolleys and associated infrastructure with existing Loop Trolley Company staff as well as Mike Collins of WSP who has been assisting the LTC and the District with trolley refurbishment decisions.

Two trolleys were delivered and put into revenue service approximately one year ago and the third trolley is not yet available due to compatibility issues between the trolley wheels and track. It appears the responsibility of correcting the wheel issue of the third trolley rests with the rebuild facility but there is concern whether they will be able to effectuate a proper remedy.

Due to these concerns, I must recommend establishing a capital reserve fund to cover major component rebuild for the trolleys and other items that may have been overlooked during the initial ramp-up for operations. These funds would only be utilized if determined necessary for safe and efficient operation. This capital request would cover the following items:

Trolley Upgrades	\$ 350,000
Overhaul Traction Motors	
Replace/Re-Profile Wheels	
Spare Parts	
Traction Power System	\$ 100,000
Substation Bldg. Modifications	
Breaker/Feeder Modifications	
Spare Parts & Test Equipment	\$ 100,000
Building/Track/Shop	\$ 100,000
Spare Track Switch	
Shop Equipment	
Bldg. Modifications Including Security	

# Memorandum

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Contingencies	\$150,000
TOTAL	\$800,000

Funding for this capital request would be derived from available FTA grants which are currently idle (80%) and local match from local St Louis City and County capital reserve fund (20%).

# Memorandum

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To: Taulby A. Roach

From: Larry B. Jackson

Date: December 4, 2019

Subject: Loop Trolley Capital Request Memo of Nov. 18, 2019

I would like to clarify the statement made in the last paragraph of my November 18, 2019 memo concerning requested capital funding for the Loop Trolley. The \$800,000 requested capital funding would be provided from existing BSD FTA grants at 80% of total cost plus local match of 20% to be supplied from current BSD capital funds which are set aside for future matching obligations. No additional appropriations would be required from our funding partners to satisfy this requirement as these monies are to be moved from currently funded projects which are complete. I have discussed this with Mark Vago, Sr. Vice President & CFO who has confirmed the matching funds are currently available. If you need any additional information, please advise.

Cc: Mark Vago

**Deertz, Brenda S.**

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**From:** James Brown <JBrown@btbv.com>  
**Sent:** Friday, December 6, 2019 4:05 PM  
**To:** Roach, Taulby  
**Subject:** Negative Impact of Default or rejection of Federal grant of any kind but especially a DOT Grant

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are expecting the information.**

Taulby:

In addition to BiState I have also represented before FTA and U.S. DOT, Fort Worth Trinity Metro since 1994. In 2002 Fort Worth applied to the FTA for an "Urban Circulator" light rail grant and received a grant in the range of \$50 Million dollars. A new Mayor was elected and he opposed the rail project and convinced the City Council to vote to reject the grant, which they did.

In 2010 the City and Trinity Metro applied for a commuter rail project called Tex Rail, a 20 mile connection between downtown Fort Worth and DFW Airport. As the DC Rep for Trinity I had a very difficult time convincing FTA and DOT staff to take the Fort Worth grant application seriously due to the earlier grant rejection. An FFGA application that should have taken 2 years to move thru FTA for approval took 5 years and FTA staff put Trinity Metro thru many hoops proving the City was "all in" re support for the project and would not back out.

It is common knowledge in Washington that one of the worst things a City and transit property can do is send a grant back or, worse as would be the case with the Loop Trolley, "default" on the grant ...meaning the Federal funds were wasted and the project mothballed and under OMB rules, the grant must be paid back!

It should not be lost on City and County officials also that the Mayor and County Executive signed a letter to FTA stating that in addition to the Loop Trolley organization, the two political entities were supporting and backing the viability of the project. So FTA might take the position that they too must participate in the payback.

Finally, having lobbied in Washington for the City, Lambert and BiState since 1980 following my time in the Secretary's office at DOT under Carter, I can say also that a possible grant default like this one would become common knowledge not just at the involved agency like DOT, but in other federal agencies. The career bureaucrats share stories and the press will write about it and it and so it would not be good for the City or County or St.Clair County for that matter since they are part of BiState, to be known as the political entities that send money "back" to Washington.

Jim