



BI-STATE
DEVELOPMENT

Security Sub-Committee
Open Meeting
(Virtual Meeting)

August 13, 2020
8:30 AM

Open Session Agenda



Notice of Meeting and Agenda

**Bi-State Development
Security Sub-Committee
Thursday, August 13, 2020 at 8:30 AM**

**Virtual Meeting
Headquarters - Board Room, 6th Floor
One Metropolitan Square, 211 N. Broadway, Suite 650
St. Louis, Missouri 63102**

Chair: Commissioner Simmons

Members: Commissioners Windmiller, Brown, Cox, Golliday and Pestello

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 Simmons
2. Roll Call	Information	M. Bennett
3. Public Comment*	Information	Chair Simmons
4. Approval of the Minutes of the June 11, 2020 Security Sub-Committee, Open Meeting	Approval	Chair Simmons
5. Approval of the Minutes of the July 9, 2020 Security Sub-Committee, Emergency Meeting	Approval	Chair Simmons
6. Law Enforcement Service Agreement with the St. Clair County, Illinois Sheriff's Department	Approval	S. Berry / K. Scott
7. Update – Ride and Abide Policy	Information	S. Berry / K. Scott / V. Summers
8. Motion to Move 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 Simmons

Agenda	Disposition	Presentation
<p><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></p>		
9. Reconvene to Regular Meeting	Approval	Chair Simmons
10. Adjournment	Approval	Chair Simmons

***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.**

Open Session Item

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**BI-STATE DEVELOPMENT
SECURITY SUB-COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
June 11, 2020 @ 8:30 AM**

Sub-Committee Members in Attendance via Zoom

Missouri

Rose Windmiller, Co-Chair
Vernal Brown
Fred Pestello

Illinois

Herbert Simmons, Co-Chair
Irma Golliday
Derrick Cox – Absent

Other Commissioners in Attendance via Zoom

Nate Johnson
Constance Gully – Absent

Terry Beach
Justin Zimmerman – Absent

Staff in Attendance via Zoom

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Administrator/Executive Assistant to the President & CEO
Stephen Berry, General Manager - Public Safety, Central Facility - Public Safety
Kevin Scott, Director - Public Safety
Vernon Summers, Manager - Contract Security, Central Facility - Public Safety
Jessica Mefford-Miller, Executive Director Metro Transit
Patti Beck, Director of Communications
Ted Zimmerman, Vice President Marketing & Communication
Jerry Valley, External Communications Manager

Others in Attendance

Lurae Stuart, WSP
Brett Runge, ASL Interpreter

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

3. Public Comment

8:33 a.m. Chair Simmons asked Ms. Bennett if any speaker cards were submitted for today's meeting. Ms. Bennett noted that two comment cards were submitted, and deferred to Barbara Enneking, General Counsel, for additional information. Ms. Enneking read the correspondence, as noted below:

Name: Liz Kramer

Representing: Self - City Resident

Topic: New Ride and Abide Policy Review

Comments: I'm concerned about the details of the new proposed Ride and Abide policy, and the vetting by policy experts who look for the impact on our most vulnerable populations. What protections are there to ensure that repeat offenders or those who are experiencing homelessness are not criminalized and punished? Will review committee members for appeals be specifically trained to address racial and socioeconomic equity? In general, I think the idea of being able to ban those who are causing the most problems makes sense, but I want to be sure that those with the expertise to assess the impact on vulnerable individuals have reviewed this thoroughly before it is adopted.

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Name: Mitch Eagles

Representing: Transit riders

Topic: Several Comments

Comments: I think it's ridiculous that we never stopped fare enforcement on Metro, and that metro fare enforcement are still regularly not wearing masks. Bi-State received a \$142 million grant: that's almost half your operating budget on Metro for a year, and yet we're still requiring fares and actively doing fare enforcement. And the system we've implemented seems half-thought-through. Riders who buy a cash fare get no transfer, so now they all must touch a fare machine at the MetroLink station if they are transferring. This just adds additional vectors. Given the demographics of our system, this is has a disproportionate impact on Black St. Louisans, and I would guess that's even more true during a pandemic where only the most reliant on public transit are riding. If Bi-State believes that Black lives matter, then I think they really need to do a better job of showing it. I would ask the board to confirm their commitment to racial equity, rather than hand waving.

I also hope that Bi-State commissioners are listening to the national conversation about the role of police. I think any rider on our system has seen the racial bias of our "public safety" officers (I have regularly seen black riders asked to show their pass in a more discerning way than I, a white rider, am). Mr. Roach's response to my email about the coronavirus concerns was sorely disappointing: placing the perception of "safety" above the actual creation of "safety" (which would include reducing vectors of transmission for a deadly disease) is a succinct example of Bi-State's wrongheaded approach.

I have concerns about a policy allowing users to be banned from the system. While I appreciate that the policy only applies to serious issues, I have doubts trusting this in your hands when you have proven reticent to provide the public with the ability to actually oversee problems. A few months ago I brought a chart to this Board which suggested a serious increase in fare violations issued to our riders, which I made utilizing Metro's public safety data. Since then, the data I used

to make that chart has disappeared from Metro's website. I have received a response that this data will never be available to the public again. This is, frankly, bonkers.

I miss my ability to attend these meetings in person. I hope you will forgive this letter sounding terse, but these are serious issues and Bi-State continues to act like a clown. I am sad to see Commissioner Holman go, as she always seemed to be the most willing to actually work towards serving transit riders. I welcome the newest commissioner, although I would really have liked to have seen a transit-reliant person on the board (and not one who lives in the Central Corridor and primarily uses MetroLink, as that is not representative of our ridership).

Looking forward to being on the bus with regularity once this pandemic is over!

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It was noted that copies of these cards would be sent via e-mail to the Commissioners at the conclusion of today's meeting.

4. Approval of the Minutes of the May 14, 2020 Security Sub-Committee, Open Meeting
8:38 a.m. The minutes of the May 14, 2020 Security Sub-Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Pestello and seconded by Commissioner Brown. **The motion passed.**

5. WSP Scorecard for Metro Transit – Report
8:39 a.m. Lurae Stuart, WSP, addressed the Committee, to give a summary of the most recent WSP Scorecard for Metro Transit (Metro), related to security updates. She noted that Metro has made progress in several areas since September 2019, including: Security Strategy; Police & Security Staffing; Procedures & Training; and Crime Prevention through Environmental Design (CPTED); and Technology. (President and Chief Executive Officer, Taulby Roach, stated that the “Scorecard” with a full breakdown, will be distributed to the Commissioners after today’s meeting.)

In the area of Security Strategy, the following progress was noted:

- Collaborative functional working relationships – law enforcement, Metro & contracted security
- Defined roles documented in the Security Plan and contracts
- Security Plan developed collaboratively, approved and implemented
- Security, Safety & Emergency Management combined under a single organizational unit
- Proactive communication and media strategies
- Emergency Management program functional and integrated

With regard to Police & Security Staffing, Ms. Stuart noted the following progress:

- Leadership of all three partnership programs aligned
- Staff position reallocation in process
- Transit security program direction supported by all partners
- Each level of security staff provided the proper tools for their role
- Coordinated, collaborative and complementary deployment

- Oversight at each security layer strengthened
- Active security staff deployment being implemented
- Total agreement on resolving issues out of the public realm

In the area of Procedures & Training, the following progress was noted:

- Standard operating procedures updated to support current roles and responsibilities
- Passenger Code of Conduct approved and posted
- Ride and Abide policy slated for June Bi-State Board approval
- Revised training program being developed to support revised roles
- Law enforcement partners included in training opportunities

Ms. Stuart noted that Fare Enforcement continues to need some focus; however, these items are currently being reviewed. Commissioner Windmiller posed questions regarding the Ride & Abide Policy and fare enforcement, and whether we are adhering to best practices as they relate to racial equity. Ms. Stuart stated that this issue has been reviewed, and we are ensuring training on equitable enforcement. She stated that the policies are in line with best practices; however, it is oversight of the program, training and thoughtfulness that makes the difference regarding enforcement. Kevin Scott, Director Public Safety, noted that there is now an analytical process in place to track how citations are being issued and to ensure that staff is balanced and fair in how these policies are enforced. Upon the request of Commissioner Pestello, Jessica Mefford-Miller, Executive Director Metro Transit, gave her perspective on this issue, noting that Metro is developing a program that it has never had before and it will enable us to take a close look at these issues.

With regard to Crime Prevention through Environmental Design (CPTED), Ms. Stuart noted the following progress:

- Security design criteria under development to guide consistent application of security concepts
- Signage and wayfinding being culled and updated
- CPTED evaluation of system elements in process
- Lighting and sight line strategies being developed to support security
- CPTED concepts being applied during design reviews

Stephen Berry, General Manager Public Safety, noted that CPTED evaluation should be completed by July. It was noted that design criteria has not yet been established; however, funding must also be a consideration. Ms. Mefford-Miller noted that funding for many of these projects is included in the FY21-23 Budget.

It was noted that the following progress has been made with regard to Technology:

- CCTV access provided to law enforcement
- Grant application submitted to DHS support additional cameras and technology
- Passenger Assistance and Emergency Telephones being evaluated for functionality

- Location of Fare Machines and Validators being assessed as part of the fare evaluation program
- High visibility uniforms being worn by the TSS's and contracted security

Commissioner Beach posed questions pertaining to the status of communication between the three Police Departments. Mr. Scott and Mr. Roach gave an update regarding the current status, noting that the police partners continue to discuss this issue. Commissioner Simmons stated that communication between the first responders is of utmost importance, and lack of communication is a problem waiting to happen. He stated that the channel to allow for these communications has been there since inception; however, the partners cannot agree. Mr. Roach stated that he could use some assistance from the Board members, in working with our police partners, regarding this issue.

Ms. Stuart noted the following focus areas for additional progress:

- Some elements of progress are dependent on funding: Camera; CPTED application for existing stations; Updating of lighting and communication technologies
- Some elements are depending on governmental agreement: Single radio channel
- Cohesive fare enforcement program, supported by streamlined fare instruments and technology
- Training program being revised to support updated roles and responsibilities
- Solid data to support program development, deployment and staff

6. Update – Response and Coordination to Protests

9:43 a.m. Stephen Berry stated that Metro has been working in tandem with TSA, FBI, emergency operation centers and law enforcement partners regarding recent events. He noted that over 28 rallies were held from June 3 to present. He noted that unmanned drones have been used to ensure that everyone is staying safe. Mr. Berry noted that the investigation of the incident involving a packaging truck and looters is ongoing. He stated that Security has been able to identify problem areas during these events, and has had a heightened awareness to our vulnerabilities. Mr. Berry stated that he would like to give a “shout out” to the MetroLink and MetroBus operators during these events, who continued to operate at nearly a 100% level.

Kevin Scott stated that additional security measures were put into place on June 2nd, along with a readjustment of security personnel. He noted that these redeployments remain in place. Mr. Scott noted that Metro has been in close collaboration with its municipal partners to rebuild and revamp relationships throughout the region.

7. Update – May 29, 2020 Belleville Station Incident

9:46 a.m. Kevin Scott gave a brief update regarding the May 29, 2020 Belleville Station incident; however, he noted that information is limited, due to the fact that this is an ongoing investigation. He noted that the incident involved an apparent overdose, and that the subject was found unresponsive and in possession of narcotics. Narcan was administered; however, it had no effect.

9:48 a.m. Chair Simmons stated that the only Executive Session item on today's agenda is the approval of the Minutes of the May 14, 2020 Security Sub-Committee, Executive Session Meeting. He stated that if no discussion is needed regarding this item, the Committee can forego today's Executive Session, and move forward with taking a motion and roll call vote to approve this item. Being no discussion, Chair Simmons asked for a motion to approve the minutes of the May 14, 2020, Security Sub-Committee, Executive Session Meeting, as presented, as a closed record. The motion was made by Commissioner Windmiller and was seconded by Commissioner Brown. The poll of the Board being:

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

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

Motion passed.

President and CEO, Taulby Roach noted that there will be two items coming before the Board in the near future. He stated that the Ride & Abide Policy will be coming before the Board of Commissioners in June, and asked that the policy be thoroughly reviewed. In addition, he noted that Ms. Jessica Mefford-Miller and Ted Zimmerman are moving forward with a mobile ticketing project, and there will be an update on that item in June as well. Mr. Roach thanked Ms. Mefford-Miller, Mr. Berry, Mr. Scott, and the entire Safety team for working diligently through the recent events.

8. Adjournment

9:55 a.m. Chair Simmons asked if there was any further business, and being none, Commissioner Johnson made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:55 a.m.

Open Session Item

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**BI-STATE DEVELOPMENT
SECURITY SUB-COMMITTEE
EMERGENCY MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
July 9, 2020 at 9:30 AM**

Security Sub-Committee Members participating via Zoom

Rose Windmiller, Co-Chair
Fred Pestello

Herbert Simmons, Co-Chair
Derrick Cox
Irma Golliday

Vernal Brown – Absent

Other Board Members participating via Zoom

Justin Zimmerman
Terry Beach

Staff participating via Zoom

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

Others participating via Zoom

Anthony (Tony) Haney, Regional General Manager, G4S
William (Bill) Reynolds, Account Manager, G4S

- 1. Open Session Call to Order**
9:30 a.m. Chair Simmons called the Open Session of the Security Sub-Committee Emergency Meeting to order at 9:30 a.m.
- 2. Roll Call**
9:30 a.m. Roll call was taken, as noted above.

3. Motion to move into Executive Session, pursuant to Board Policy, Chapter 10, 10.080 (D) (1) – Legal; (D) (3) - Personnel; and (D) (11) - Security.

9:31 a.m. Chair Simmons requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, 10.080 (D) (1) – Legal; (D) (3) - Personnel; and (D) (11) - Security.

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

Rose Windmiller – yea
Fred Pestello – yea

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

The motion passed, and the Committee moved into Executive Session at 9:32 a.m.

Commissioner Pestello left the meeting at approximately 10:58 a.m.

4. Reconvene to Regular Meeting

11:17 a.m. The Committee reconvened to the Regular Meeting at approximately 11:17 a.m.

5. Adjournment

11:17 a.m. Chair Simmons stated that, if there is no further business, he would entertain a motion to adjourn. Being no further business, Commissioner Golliday made a motion to adjourn the meeting. The motion was seconded by Commissioner Windmiller.

Rose Windmiller – yea

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

The motion passed, and the meeting was adjourned at approximately 11:18 a.m.

Open Session Item

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**Bi-State Development Agency
Security Sub-Committee
Agenda Item
August 13, 2020**

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

Objective:

To present to the Security Sub-Committee, a request to review and forward to the Board of Commissioners for approval, a Law Enforcement Services Agreement with the St. Clair County, Illinois Sheriff's Department for law enforcement service on the St. Clair County, Illinois MetroLink extension.

Background:

This is a renewal of the Service Agreement, whereby the St. Clair County Sheriff's Department will provide certain law enforcement services, including the enforcement of such ordinances as Bi-State Development may adopt. The Bi-State Development Agency will compensate the St. Clair County Sheriff's Department for such services.

Analysis:

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

Board Action Requested:

Staff recommends that the Security Sub-Committee accept, and forward to the Board of Commissioners for approval, the Law Enforcement Services Agreement with the St. Clair County, Illinois Sheriff's Department.

Attachments:

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

Funding Source: BSD General Operating Budget

LAW ENFORCEMENT SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE I-TERM

1.1 Term. This Service Agreement shall commence on July 1, 2020 and shall be for a term of twelve (12) months, ending on June 30, 2021.

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

ARTICLE II -COMPENSATION

2.1 Compensation. Bi-State agrees to pay St. Clair County Sheriff's Department, for services provided by the St. Clair County Sheriff's Department as enumerated in this Agreement and illustrated in Exhibit A, an amount not to exceed ONE MILLION EIGHT HUNDRED FIFTY TWO THOUSAND TWO HUNDRED FORTY THREE DOLLARS (\$1,852,243.) for the period of July 1, 2020 to June 30, 2021. St. Clair County Sheriff's Department shall invoice Bi-State on a monthly basis at the rate outlined in Exhibit A, attached hereto and made a part hereof. Actual cost is at all times subject to verification by an independent outside auditor. Bi-State's auditors may meet semiannually with St. Clair County Sheriff's Department (November and May) to review and reconcile costs, with the necessary adjustments being made to the payment schedule.

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

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

2.3 Monthly Payment. St. Clair County Sheriff's Department will bill Bi-State \$142,917 monthly for the duration of this Agreement for the normal day-to-day operations of its deputy sheriffs assigned to Bi-State. Overtime will be billed by St. Clair County Sheriff's Department on a monthly basis, as it is approved and incurred, up to \$39,211 (see Exhibit A, attached hereto). Any amount over \$39,211 must be agreed upon and approved by Bi-State for the duration of this Agreement.

2.4 Average Holiday/Sick Buyout and Related Fringe Costs. St. Clair County Sheriff's Department will bill Bi-State for costs associated with Average Holiday/Sick Buyout and related fringe costs on a monthly basis as costs are incurred up to \$98,028 (see Exhibit A, attached hereto).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV -INDEMNIFICATION AND INSURANCE

4.1 Indemnification of Bi-State by St. Clair County. To the fullest extent permitted by applicable law and as between Bi-State and the St. Clair County Sheriff's Department only, St. Clair County shall indemnify, defend and hold harmless Bi-State, its Commissioners, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of the St. Clair County Sheriff's Department or deputy sheriffs thereof, or resulting from the performance of service under this Agreement, to the extent that activities and performance of services are contrary to the terms of this Agreement or are otherwise attributable to the actions of the St. Clair County Sheriff's Department; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of Bi-State or its employees, Commissioners, officers and agents (other than the St. Clair County Sheriff's Department or its employees).

4.2 Indemnification of St. Clair County by Bi-State. To the fullest extent permitted by applicable law, and as between Bi-State and the St. Clair County Sheriff's Department only, Bi-State shall indemnify, defend and hold harmless St. Clair County, its elected and appointed officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of Bi-State, its officers, agents or employees acting within the scope of their employment, occasioned by an intentional act or the negligence of Bi-State, its officers, agent or employees, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the St. Clair County Sheriff's Department or its agents or employees.

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

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

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

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

ARTICLE V -MISCELLANEOUS PROVISIONS

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

If to Bi-State:

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

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

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

With a copy to:

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

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

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

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

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

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

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

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

BY: _____
Taulby Roach
President & CEO

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

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

ATTEST:

ATTEST:

Barbara Enneking
General Counsel

Thomas Holbrook
St. Clair County Clerk

Seal:

Seal:

