



Board of Commissioners

Open Meeting

Friday, September 24, 2021 at 8:30 AM

(Virtual Meeting)

Board Room

Headquarters - Board Room, 6th Floor

211 North Broadway, 6th Floor

St. Louis, Missouri 63102



Board of Commissioners Meeting - September 24, 2021 @ 8:30 AM

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Windmiller
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Windmiller
A. Public Comments - 5		
4. Approval of the Minutes of the June 25, 2021, Board of Commissioners, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes 06-25-2021 Board of Commissioners, Open Meeting - 8		
5. Approval of the Minutes of the August 12, 2021, Executive Committee, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes 08-12-2021, Executive Committee, Open Meeting - 15		
6. Approval of the Minutes of the August 20, 2021, Special Meeting, Board of Commissioners, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes 08-20-2021, Special Meeting of Board of Commissioners, Open Meeting - 17		
7. Report of the President	Information	T. Roach
8. Report of the Audit, Finance & Administration Committee	Information	Vice Chair Zimmerman
A. Draft Minutes 08-20-2021, Audit, Finance & Administration Committee, Open Meeting - 20		
9. Report of the Operations Committee	Information	Chair Windmiller
A. Draft Minutes 08-12-2021, Operations Committee, Open Meeting - 25		
10. Report of the Safety & Security Committee	Information	Commissioner Simmons
A. Draft Minutes 08-12-2021, Security Committee, Open Meeting - 29		
11. Adjustment of the Consent Agenda	Approval	Chair Windmiller
12. Consent Agenda	Approval	Chair Windmiller
A. Contract Award - Brentwood Facility & Bus Cleaning Service (Resolution #1152)		
1. Briefing Paper - 33		
2. Resolution #1152 - 35		
B. Contract Award - Central Facility & Call-A-Ride Van Cleaning (Resolution #1153)		

1. Briefing Paper - 38

2. Resolution #1153 - 40

C. Contract Award - Track Maintenance Services (Resolution #1154)

1. Briefing Paper - 43

2. Resolution #1154 - 45

D. Operations Management Software: HASTUS Upgrade (Resolution #1155)

1. Briefing Paper - 47

2. Resolution #1155 - 49

E. Contract Amendment allowing for the Extension of the Grant Administration Agreement for Additional Metro Security Scorecard Updates and Implementation Assistance (Resolution #1156)

1. Briefing Paper - 52

2. First Amendment to Grant Administration Agreement - 54

3. Resolution #1156 - 57

F. Memorandum of Understanding with the St. Louis County, Missouri, Police Department for Secondary Police Officers (Resolution #1157)

1. Briefing Paper - 59

2. Resolution #1157 - 60

13. Agreement for Transit Client Engagement Services between Chestnut Health Systems, INC and Bi-State Development Agency (Resolution #1164)

Approval

T. Roach / K. Scott

A. Briefing Paper - 63

B. Behavioral Health Initiative - 65

C. Draft Agreement - 70

D. Draft Program Budget - 79

E. Resolution #1164 - 80

14. Unscheduled Business

Approval

Chair
Windmiller

15. Operations Report

Information

J. Mefford-Miller

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

Information

M. Bennett

17. Adjournment to Executive Session

Approval

Chair
Windmiller

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); and Auditors under §10.080(D)(10).

18. Reconvene to Open Session

Approval

Chair
Windmiller

From: Gina Becnel
Representing: Rider's interest
Topic: Service Reduction/Driver Shortage

Comments: My daily rider has not shown up three times in the past two weeks. I ride the 11 between work and home daily. I don't have a car nor do I have the option to carpool. I rely on the bus in order to get to work on time. This reduction of service and unreliable last minute schedule changes as a result of the driver's shortage are making it impossible to rely on metro. Outside of the ill effects on me and my friends that rely on this system in place of a car, to get to work every morning, the long term damage to our transit system, in terms of people seeing it as totally unreliable and being forced to run themselves into debt buying cars, is inexcusable.

I attended a public meeting and asked Tishaura Jones what her admin was doing to solve this problem. She told me that Metro is handling it by offering a hiring incentive. But is that really all we're doing in the St. Louis community to get people from A to B? Is that all we're capable of doing? Is this all we have to offer captive riders? Why is the wage for drivers stagnant? Why is the system about to waste millions on turnstiles to attract new, leisure riders with a performance of safety when it can't even service its current riders? A budget is a moral document. And Metro's budget shows that the comfort of the more affluent riders it's trying to court is more important than keeping good on the promises made to the riders that currently rely on it and need it the most.

From: Mitch Eagles
Representing: Bus riders, who you don't seem to care about
Topic: Hire more bus drivers

Comments: Hello. Bus trips are getting cancelled left and right without notice. Lines that we "reimagined" to have 15 minute frequencies are now coming as rarely as once an hour. This severely hurts our ability to rely on Metro, and as a result, many riders are left standing - quite literally in the rain sometimes. How long do you think a rider puts up with that treatment before they go buy a car, whether they can afford it or not. I know that none of the commissioners really use the bus, and that the president's job is to entirely focus on "security" while the rest of the system is stripped bare, but we are BEGGING you: please focus on hiring more bus operators! Clearly whatever you are currently doing isn't working. We need more hazard pay and more protections for operators so that we can attract and retain them. For example, it's kind of ridiculous that indoor waiting areas remained closed out of an abundance of caution due to the delta variant - despite that meaning riders who are transferring buses have to wait outside in the heat or rain (and on top of that, they have to wait even longer given all of the cancelled trips) - but at the same time, we're not abundantly cautious enough to return to backdoor bus boarding, something that would most definitely help to protect bus drivers?

Metro keeps our region running. Even though most of you probably don't depend on it, many of us do. If there is one mission, and one direction, and it is "forward," then why are we moving backwards in so many ways?

From: Chris Bowman
Representing: Self
Topic: Bus Frequency/ Driver Shortage

Comments: Did any of the members present take the bus to the meeting? If so, was your bus on time? If not, you should! Bus service is very bad right now, and you should experience firsthand how difficult it is to be somewhere like a job or board meeting by taking MetroBus. "Frequent" 15 minute service enacted in the metro reimagined plan has devolved to 40 minute or hour frequency, if a bus shows up at all. The proposed "hiring bonus" is inadequate. Seattle pays their drivers \$61,650. Using a cost of living adjustment calculator, that equals \$40,646. The current pay range at 1950 hours a year is \$33,559-38,707.5. Drivers should be paid \$20.85/hr. minimum. Our downtown, greater economy, and tax base depends on reliable bus service. Thank you for your time.

From: Julie Wisch
Representing: Myself
Topic: Safety and Frequency

Comments: I am a regular commuter on bistate (WUSTL employee), as well as the mother of a toddler who loves spending his weekends riding public transit. I am more than satisfied with the safety of the metro system. I speculate that I would feel equally safe with even half of the security presence that I currently see. I would like to see more resources go into increasing frequency than paying for police/guard presence. It seems like Metro is constantly touting increased security presence as a reason to ride, but what would make it easier for me to ride more frequently would be if my bus came more often. I would also feel safer if I knew I wouldn't ever wind up in a situation where I was waiting 20 or even 55 - 60 mins at a stop because there weren't sufficient drivers to maintain the published schedule. I know staffing is a challenge right now. I would encourage bistate to do what they can to pay drivers enough to maintain a full schedule, even if that comes at the cost of "security".

From: Karl Mitchell
Representing: Self
Topic: Driver shortage

Comments: I firmly believe the reason the company has trouble finding drivers is the low wages. A job of this importance and stress level need to start at \$20.

From: Tim Costello
Representing: myself
Topic: Fix the Buses Please

Comments: I take the bus every weekday to work, and it keeps not showing up and making me late. People's jobs are already messed up because of COVID, and you will lose customers so fast if you make it harder for us to get to work.

You have to hire more bus drivers. Do a marketing campaign, raise the wage, do whatever it takes to make your bus system functional. Today my bus home did not show up, and there were at least 10 security guards just standing around doing nothing. Why do you keep hiring people to do anything other than drive buses?

Please get your priorities straight and fix the buses.

From: Benjamin West
Representing: self
Topic: MetroBus driver pay

Comments: Transit that runs on a reliable and regular schedule is critical to our region's economy, be it for commuting to work/school, to sporting/cultural events, and even for leisure. A bus route with highly irregular wait times approaching 40 minutes or more during daytime hours becomes a route with dwindling ridership. Not to mention the vehicles bought with public funds sitting idle for longer periods of time. It is imperative commissioners maintain the regular schedule of its service and retain its vehicle operators, via increased compensation or equivalent.

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
June 25, 2021**

Board Members Participating via Zoom

Missouri

Rose Windmiller, Chair
Vernal Brown, Secretary
Fred Pestello
Sam Gladney
Nate Johnson – Absent

Illinois

Justin Zimmerman, Vice Chair (in person)
Herbert Simmons, Treasurer
Irma Golliday
Terry Beach
Derrick Cox

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Administrator/Executive Assistant to the President/CEO
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Jessica Mefford-Miller, Executive Director Metro Transit
Charles Stewart, Executive Vice President Organizational Effectiveness
Tom Curran, Executive Vice President Administration
Mary Lamie, Executive Vice President Multi Modal Enterprises
Kerry Kinkade, Vice President Chief Information Officer
Dave Toben, Director of Benefits
Patti Beck, Director of Communications

Others Participating via Zoom

Erin Stumpf, ASL Interpreter
Nicole DeVore, ASL Interpreter

1. Open Session Call to Order

8:30 a.m. Chair Windmiller called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:30 a.m.

2. Roll Call

8:30 a.m. Roll call was taken, as noted above.

3. Proclamation Presentation

8:31 a.m. President/CEO Roach stated that the Board of Commissioners would like to acknowledge one Metro Transit employee, Nick Autoomp, for going over and beyond his duties.

Mr. Roach stated that being a bus or train operator is not an easy job; however Mr. Autoomp displayed extraordinary responsibility, and demonstrated not only his commitment to Metro Transit, but also our community. Mr. Roach noted that this acknowledgement was spearheaded by Commissioner Zimmerman. Commissioner Zimmerman stated that the Board expects good work from its employees; however, whenever an employee does something extraordinary, beyond what is expected, he feels that that employee deserves special recognition. Chair Windmiller thanked Mr. Autoomp for a job well done, and thanked him for all he does for Metro Transit, and the community.

4. Public Comment

8:37 a.m. Myra Bennett, Manager of Board Administration, noted that no public comments were submitted for the meeting.

5. Approval of the Minutes from the April 23, 2021, Meeting of the Board of Commissioners, Open Session

8:37 a.m. The minutes from the April 23, 2021, Meeting of the Board of Commissioners, were provided in the Board packet. A motion to approve the minutes, as presented was made by Commissioner Beach and seconded by Commissioner Brown.

The motion passed unanimously.

6. Approval of the Minutes from the May 21, 2021, Special Meeting of the Board of Commissioners, Open Session

8:38 a.m. The minutes from the May 21, 2021, Special Meeting of the Board of Commissioners, were provided in the Board packet. A motion to approve the minutes, as presented was made by Commissioner Golliday and seconded by Commissioner Beach.

The motion passed unanimously.

7. Report of the President

8:38 a.m. President and Chief Executive Officer, Taulby Roach, noted that the Agency held a Juneteenth Celebration on Saturday, which was co-sponsored by ATU Local 788. He noted that it was a great event despite the weather. Mr. Roach thanked Commissioner Zimmerman for attending the event with his daughter. He noted that he will have additional items to report in Executive Session.

8. Report of the Audit, Finance, & Administration Committee

8:40 a.m. Commissioner Zimmerman stated that a virtual meeting of the Audit, Finance and Administration Committee was held on May 21, 2021, immediately following the Board of Commissioner's Special Meeting, and he noted that the draft minutes of that meeting are included in the Board Materials, under Item #8.

Commissioner Zimmerman reported that the AFA Committee is introducing two (2) items on the Consent Agenda for consideration under Item #12, with the Committee's recommendation of approval, and those item(s) include Item #12:

- a. Sole Source Contracts for Hardware/Software Maintenance
(Resolution #1137)

- b. Amendment to Board Policy, Section 30.070 Hedging
(Resolution #1138)

Commissioner Zimmerman stated that, at the May meeting, the Committee approved the FY 2022 Audit Work Plan and the Internal Audit Policies and Procedures Manual, Revision 3. He noted that a presentation was also made regarding FY2021 Audits, and several informational items were presented to the Committee, including:

- IAD Audit Follow-Up Summary – 3rd Qtr. – FY2021
- Internal Audit Status Report – 3rd Quarter FY2021
- IAD SSO-Status Report – 1st Qtr. – Calendar Year 2021
- Treasury Safekeeping Quarterly Accounts Audit, Ending December 31, 2020
- Quarterly Financial Statement - Third Quarter
- Treasurer's Report
- Procurement Report

9. Report of the Operations Committee

8:42 a.m. Chair Windmiller stated that a virtual meeting of the Operations Committee was held on May 21, 2021, immediately following the Audit, Finance & Administration Committee Meeting, and noted that the draft minutes of that meeting are included in the Board Materials, under Item #9.

Chair Windmiller reported that the Operations Committee is introducing four (4) items on the Consent Agenda for consideration under Item #12, with the Committee's recommendation of approval, and those items include Item #12:

- c. Metro Transit's Agency Safety Plan (Resolution #1139)
- d. Contract Award – Light Rail Vehicle Professional Engineering Consulting Services (Resolution # 1140)
- e. Title VI Procedures and Analyses Updates (Resolution #1141)
- f. Marketing & Strategic Planning Services (Resolution #1142)

Chair Windmiller stated that one item, "Contract Award – Electronic Fare Collection System", was postponed for further discussion. She added that, at the May Committee meeting, an Operations Report was provided by Jessica Mefford-Miller, Executive Director Metro Transit, and an update regarding Pilot Fare Programs to Promote Access, Equity, and Ridership was provided by Jessica Gershman.

10. Report of the Safety & Security Committee

8:43 a.m. Chair Windmiller noted that the Safety & Security Committee meets on a quarterly basis, and a meeting has not been held since the last Board of Commissioners Meeting. Commissioner Simmons confirmed that he has no report at this time; however, he noted that the next Safety & Security Committee meeting is scheduled to be held on Thursday, August 12th.

11. Adjustment of Consent Agenda

8:43 a.m. Chair Windmiller asked if there are any adjustments to the Consent Agenda. No adjustments were noted.

12. Consent Agenda Items

8:43 a.m. Consent Agenda Items:

- a. Sole Source Contracts for Hardware/Software Maintenance (Resolution #1137)
- b. Amendment to Board Policy, Section 30.070 Hedging (Resolution #1138)
- c. Metro Transit's Agency Safety Plan (Resolution #1139)
- d. Contract Award – Light Rail Vehicle Professional Engineering Consulting Services (Resolution # 1140)
- e. Title VI Procedures and Analyses Updates (Resolution #1141)
- f. Marketing & Strategic Planning Services (Resolution #1142)

A motion to approve the Consent Agenda Items, as presented, was made by Commissioner Brown and seconded by Commissioner Beach.

The motion passed unanimously.

13. Employee Benefits – Self-Funded Health Plan Contract Approvals

- a. **Contract Award – Pharmacy Benefit Management Services (Resolution #1146)**
- b. **Contract Award – Medical Administration Services (ASO) & Stop Loss Coverage (Resolution #1147)**
- c. **Contract Award – Dental Plan Administration Services (Resolution #1148)**

8:44 a.m. Commissioner Windmiller noted that briefing papers were included in the meeting materials, outlining each of the contract awards for employment benefits, and asking for Board approval of the contracts, as presented. Charles Stewart, Executive Vice President Organizational Effectiveness, and Dave Toben, Director of Benefits, gave an overview of the three contracts. Mr. Toben noted that the Pharmacy Benefits contract will be a 3 year contract, with a not to exceed amount of \$25 million. He noted that the Medical Plan contract is a 5 year contract with Cigna, for a not to exceed amount of \$10 million, and the Dental Plan contract is a 5 year contract, with Delta Dental, with a not to exceed amount of \$5.4 million. Mr. Toben noted that these contracts are funded through the budget, and through employee contributions.

Chair Windmiller noted that, if there are no objections from the Board, she would ask for a motion to approve Item 12. (a) through (c), as presented, including Resolution #1146, Resolution #1147, and Resolution #1148, as a single vote. Being no objections, the motion was made by Commissioner Gladney and seconded by Commissioner Cox.

The motion passed unanimously.

14. Approval of Slate of Officers for 2021-2022 Board of Commissioners

8:49 a.m. Chair Windmiller noted that a teleconference meeting of the Nominating Committee was held on June 9th at 2:00 PM, and the draft minutes of that meeting are included in the Board packet under Item 14. She reported that, at that meeting, the Committee voted unanimously to accept, and forward to the Board of Commissioners for approval, the following slate of officers for 2021-2022, whose positions will take effect at the adjournment of today's meeting:

Rose Windmiller (Missouri), Chair
Justin Zimmerman (Illinois), Vice-Chair

Herb Simmons (Illinois), Treasurer
Fred Pestello (Missouri), Secretary

Chair Windmiller asked if there is any discussion or any other nominations. Commissioner Beach made a motion to approve the Slate of Officers for 2021-2022, as presented. The motion was seconded by Commissioner Brown.

The motion passed unanimously.

15. Unscheduled Business

8:50 a.m. Commissioner Windmiller asked if there is any unscheduled business. President/CEO Roach noted that there were no additional items to be addressed under unscheduled business.

16. DBE Process – Update

8:50 a.m. Tom Curran, Executive Vice President Administration, provided a briefing paper in the meeting materials, outlining the Disadvantaged Business Enterprise (DBE) process, and he provided a summary of the three step process to the Board of Commissioners. Chair Windmiller asked if Mr. Curran feels that the current DBE process is working well. Mr. Curran noted that the current process has been reviewed by the FTA, and noted that some of the projects do not have DBE requirements, due to the lack of contracted labor involved in the projects. Chair Windmiller asked if the Agency could adopt additional DBE goals in its processes and procedures, as is done with the City and County. Mr. Curran noted that we could not, if it involves federal funding. President/CEO Roach noted that we could do this on individual contracts that only involve local funding; however, we are more limited when it comes to the use of federal funding and FTA requirements. Chair Windmiller thanked Mr. Curran for his follow-up regarding this issue.

17. Operations Report

8:56 a.m. Jessica Mefford-Miller provided a verbal report to the Board of Commissioners, updating them on the progress being made with regard to customer service and increasing ridership. She indicated that an additional layer of stabilization was put into place on Monday. She noted an increase in programs offered, to address barriers for disabled customers. She noted the introduction of a reduced price (\$5) day pass, and the “On the Way with ADA” program. Ms. Mefford-Miller stated that the new program has only been in place for 5 days; however, she will update the Board as to the success of the program, shortly. She also noted that the launch of the electric bus program will occur next week. Ms. Mefford-Miller also noted that new initiatives are being implemented to attract employees for Metro Transit, and she will discuss this issue more in depth at the Executive Session meeting.

18. Call of Dates for Future Board and Committee Meetings

9:00 a.m. Myra Bennett, Manager of Board Administration, advised the Board of the upcoming meetings, as follows:

Safety & Security Committee Meeting:	Thursday	August 12, 2021	8:30 AM
Operations Committee Meeting: (or immediately following the Safety & Security Committee Meeting)	Thursday	August 12, 2021	9:30 AM
Audit, Finance & Administration Committee:	Friday	August 20, 2021	8:30 AM
Board of Commissioners Meeting:	Friday	Sept. 24, 2021	8:30 AM

Chair Windmiller reiterated that the Operations Committee Meeting has been rescheduled from August 20th to August 12th.

19. Adjournment to Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal, (D) (2) – Real Estate, and (D) (10) – Auditors

9:01 a.m. Chair Windmiller asked for a motion to move into Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal, (D) (2) – Real Estate, and (D) (10) – Auditors. The motion was made by Commissioner Golliday and was seconded by Commissioner Brown.

The poll of the Board being as follows:

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

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

The motion passed unanimously.

The Board of Commissioners moved into Executive Session at approximately 9:02 a.m.

20. Reconvene to Open Meeting

9:50 a.m. Chair Windmiller noted that the Board has reconvened to the Open Meeting.

Commissioner Golliday made a motion to approve the minutes from the May 21, 2021, Board of Commissioners, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Zimmerman. The poll of the Board being as follows:

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

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

The motion passed unanimously.

Commissioner Cox made a motion to approve the Consent Agenda Items, as presented, including: A. Gulfstream Lease Term Sheet and Consolidated Lease Agreement (Resolution #1143); B. Draft Passenger Revenue Department Working Funds Audit Report (Resolution #1144); and C. Draft Armored Car (Loomis) Contract Audit (Resolution #1145). The motion was seconded by Commissioner Simmons. The poll of the Board being as follows:

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

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

Sam Gladney – Yea

Terry Beach – Yea
Derrick Cox – Yea

The motion passed unanimously.

Commissioner Cox made a motion to approve the Executive Session Minutes, from the Board of Commissioners and Committee Meetings, January 2020 through June 2020, with the redactions as presented, as open records. The motion was seconded by Commissioner Zimmerman. The poll of the Board being as follows:

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

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

The motion passed unanimously.

21. Adjournment

9:53 a.m. Chair Windmiller asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Golliday. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:53 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
EXECUTIVE COMMITTEE MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
August 12, 2021 8:30 AM**

Executive Committee Members in Attendance via Zoom

Rose Windmiller, Chair
Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer
Fred Pestello, Secretary

Other Board Members in Attendance via Zoom

Nate Johnson – joined the meeting at 8:31 am
Vernal Brown
Sam Gladney
Derrick Cox
Terry Beach
Irma Golliday – Absent

Staff in Attendance via Zoom

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel
Brenda Deertz, Administrator & Executive Assistant to the President & CEO
Myra Bennett, Manager of Board Administration
Tammy Fulbright, Senior Vice President and Chief Financial Officer
Jessica Mefford-Miller, Executive Director Metro Transit
Kevin Scott, General Manager Security
Andrew Ghiassi, General Manager Safety/Chief Safety Officer

Others in Attendance

Jason Terry, Gilmore & Bell
Adam Pope, Columbia Capital
Darrell Jacobs, ASL Interpreter
Shaunte Griffin-Rhodes, ASL Interpreter

- 1. Open Session Call to Order**
8:30 a.m. Chair Windmiller called the Open Session of the Executive Committee Meeting to order at 8:30 a.m.

- 2. Roll Call**
8:30 a.m. Roll call was taken, as noted above. *(Commissioner Nate Johnson joined the meeting via Zoom, at approximately 8:31 a.m.)*

3. A Resolution of the Executive Committee of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Fixing and Determining the Final Terms of the Agency's Taxable Arch Tram Refunding Revenue Bonds, Series 2021 (Resolution #1149)

8:31 a.m. Tammy Fulbright, Senior Vice President and Chief Financial Officer, presented information to the Executive Committee relating to the final terms of the Agency's Taxable Arch Tram Refunding Revenue Bonds. She noted that on June 26, 2020, the Board adopted a Resolution #1059, authorizing the issuance and sale by the Agency of its Taxable Arch Tram Refunding Revenue Bonds, Series 2021, with approval of the final terms to be made by the Executive Committee. Ms. Fulbright noted the following: 1) that original aggregate principal amount of \$7,483,283, does not exceed \$7,850,000 as required by the Resolution; 2) the purchase price for the Series 2021 Bonds is \$7,483,283, which is 100% of the par amount of the Bonds as required by the Resolution; 3) the final maturity of the Series 2021 Bonds is December 1, 2044; and 4) the interest rate of the Series 2021 Bonds is 2.52% per annum, which does not exceed 3.60%, as required by the Resolution.

Chair Windmiller stated that, as previously noted, the full Board, by passage of Resolution #1059, has authorized the Executive Committee, composed of the Chair, Vice Chair, Treasurer, and Secretary, to finalize the refinancing of these bonds, with specific instructions regarding the vote for approval; therefore, only members of the Executive Committee will participate in this vote.

A motion to approve the item, as presented, was made by Commissioner Pestello and seconded by Commissioner Zimmerman. A roll call vote of the Executive Committee was taken as follows:

Rose Windmiller – Yea
Justin Zimmerman – Yea
Herbert Simmons – Yea
Fred Pestello – Yea

The motion passed.

4. Adjournment

8:30 a.m. Chair Windmiller asked for a motion to adjourn the meeting. The motion to adjourn was made by Commissioner Simmons, and seconded by Commissioner Zimmerman. The motion passed, and the meeting was adjourned at approximately 8:35 a.m.

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

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS SPECIAL MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
August 20, 2021
8:30 AM**

Board Members Participating

Missouri

Rose Windmiller, Chair - Absent
Fred Pestello, Secretary
Vernal Brown
Nate Johnson
Sam Gladney

Illinois

Justin Zimmerman, Vice Chair
Herbert Simmons, Treasurer – joined meeting at 8:38 am
Derrick Cox
Irma Golliday
Terry Beach

Staff Participating

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Executive Assistant
Jerry Valley, External Communications Manager
Tammy Fulbright, Sr. Vice President and Chief Financial Officer
Kathy Brittin, Director Risk and Absence Management
Jessica Mefford-Miller, Executive Director Metro Transit
Charles Stewart, Executive Vice-President Organizational Effectiveness
Kerry Kinkade, Vice President-Chief Information Officer
Tom Curran, Executive Vice President Administration
Crystal Messner, Chief Audit Executive
Andrew Ghiassi, General Manager/Chief Safety Officer

Others Participating

Chelsea Niezwaag, ASL Interpreter
Jenni Beverly, ASL Interpreter

1. Open Session Call to Order

8:30 a.m. Vice Chair Zimmerman called the Open Session of the Special Meeting of the Bi-State Development Agency, Board of Commissioners to order at 8:30 a.m.

2. Roll Call

8:30 a.m. Roll call was taken, as noted above.

3. Revision to Board Policy, Section 70.020 – Compensation (Resolution #1150)

8:32 a.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners approve a request to revise Board Policy, Section 70.020 - Compensation. President/CEO, Taulby Roach, gave a brief overview of this issue, noting that the proposed Board Policy amendment supports the requests contained in the memo dated July 30th, with regard to implementation of incentives, during the employment crisis.

Commissioner Beach made a motion to approve amending Board Policy Section 70.020 – Compensation, with the recommended changes, and waive tabling of the amendment, pursuant to Board Policies, Article VI (D), to revise Board Policy Section 70.020 – Compensation, so that it is effective upon Board approval. The motion was seconded by Commissioner Golliday.

The motion passed unanimously.

4. Amendment to Board Policy, Section 30.060 – Risk Management (Resolution #1151)

8:34 a.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners approve a request to revise Board Policy, Section 30.060 – Risk Management. Kathy Brittin, Director Risk and Absence Management, gave a brief overview of this issue, noting that the proposed Board Policy changes are designed to improve Agency claims handling response, litigation management and cost efficiencies. She specifically noted that, under the current Board Policy, the President and CEO can authorize settlements up to \$250,000. The current policy has not been revised since February 25, 2000. At that time, the settlement authority closely followed the Missouri Sovereign Immunity limit for damages at \$300,000, Missouri Revised Statutes, Section 537.610; however, the Missouri Sovereign Immunity limit is adjusted annually by the Missouri Department of Insurance and is currently set at \$441,130. At the present time if the Agency seeks settlement above \$250,000, approval must be obtained from the Board, and often negotiations must be conducted before Board approval can be obtained. Providing the President and CEO with increased settlement authority will allow BSD to settle claims more quickly and on a more cost effective basis. This amendment seeks to adjust the President and CEO's claims settlement authority to correspond with the annually adjusted Missouri Sovereign Immunity limit.

Commissioner Cox asked if this policy revision would change the process where no Board approval is needed for settlements. Ms. Brittin noted that Board approval would be necessary for any settlement which exceeds the sovereign immunity cap. Commissioner Cox asked for clarification of that amount, and Ms. Brittin noted that the cap is currently \$441,130. Commissioner Zimmerman stated that, especially when dealing with time sensitive settlements, this policy change makes sense. He noted that this is not necessarily changing the policy, but updating it to 2021 standards. Commissioner Gladney asked if the Board would still be receiving notifications of settlements, and President/CEO Roach noted that they would. Commissioner Cox stated that he is fine with the revised policy, as long as the Board is being notified. President/CEO Roach stated that a Board member can also request that a settlement be postponed for Board discussion and review.

Commissioner Beach made a motion to approve amending Board Policy Section 30.060 – Risk Management, with the recommended changes, and waive tabling of the amendment, pursuant to Board Policies, Article VI (D), to revise Board Policy Section 30.060 – Risk Management, so that it is effective upon Board approval. The motion was seconded by Commissioner Gladney.

The motion passed unanimously.

5. Adjournment

8:43 a.m. Vice Chair Zimmerman asked if there was any further business, and being none, Commissioner Golliday made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 8:44 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
AUDIT, FINANCE & ADMINISTRATION COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
August 20, 2021**

**Immediately following
Special Meeting of Board of Commissioners at 8:30 AM**

Audit, Finance & Administration Committee Members participating via Zoom

Justin Zimmerman, Chair
Herbert Simmons
Fred Pestello
Nate Johnson
Sam Gladney

Other Commissioners participating via Zoom

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

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Kerry Kinkade, Vice President – Chief Information Officer
Jessica Mefford-Miller, Executive Director Metro Transit
Tammy Fulbright, Executive Vice President Chief Financial Officer
Mary Lamie, Executive Vice President of Multi Modal Enterprises
Crystal Messner, Chief Audit Executive
Angela Staicoff, Senior Internal Auditor
Charles Stewart, Executive Vice President Organizational Effectiveness
Andrew Ghiassi, General Manager Safety/Chief Safety Officer

Others participating via Zoom

Chelsea Niezwaag, ASL Interpreter
Jenni Beverly, ASL Interpreter

1. Open Session Call to Order

8:45 a.m. Chair Zimmerman called the Open Session of the Audit, Finance & Administration Committee Meeting to order at 8:45 a.m.

2. Roll Call

8:45 a.m. Roll call was taken, as noted above.

3. Public Comment

8:45 a.m. Chair Zimmerman asked Myra Bennett, Manager of Board Administration, if any public comment cards were received for today's meeting. Ms. Bennett indicated that none were submitted.

4. Minutes of the May 21, 2021 Audit, Finance & Administration Committee, Open Meeting

8:46 a.m. The minutes of the May 21, 2021 Audit, Finance & Administration Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Brown and seconded by Commissioner Cox. **The motion passed unanimously.**

5. IAD Audit Follow-Up Summary – 4th Qtr. - FY2021

6. IAD Status Report – 4th Qtr. - FY2021

7. IAD SSO-Status Report – 2nd Qtr. - Calendar Year 2021

8. Treasury-Safekeeping Accounts Audit, Ending March 30, 2021

9. Treasury-Safekeeping Accounts Audit, Ending June 30, 2021

8:47 a.m. Individual briefing papers were included in the meeting materials regarding Item #5 – Item #9. Crystal Messner, Chief Audit Executive, gave a combined report of these items. She reported that, for the Follow-Up Summary for the 4th Quarter of FY2021, there were 11 completed, outstanding findings, which have been closed out. She reported that the Agency is on target for its quarterly statuses, and would like to focus on SSO and internal audits. Ms. Messner stated that for SSO, for the second quarter, the following audit activities were proposed by Internal Audit: 1) Fully outsource the Internal Safety Audit Process for auditing the Public Transportation Agency Safety Plan (PTASP) and System Security Plan (SSP); and 2) Expand outsourced Audits to include Call-A-Ride and Metro-Bus. She stated that the second quarter proposed activities were accomplished. The Internal Audit Department (IAD) contracted with Kensington Consulting on July 12, 2021 to outsource the Internal Safety Audit Process, which will incorporate MetroBus and Call-A-Ride Audits. Ms. Messner noted that, for Treasury-Safekeeping Accounts Audit, Ending March 30, 2021 and for Treasury-Safekeeping Accounts Audit, Ending June 30, 2021, the IAD concluded that all material items were stated and were present. Chair Zimmerman credited Ms. Messner and her staff for the SSO Audit, and their identification of a risk that required additional outsourcing and expertise to address. President & CEO Roach noted that the State Safety Oversight (SSO) includes both Missouri and Illinois, and under the leadership of Ms. Messner and Andrew Ghiassi, General Manager Safety/Chief Safety Officer, they have done a great job at stewarding that process. Mr. Roach stated that recently, FTA conducted their triannual review, and the Agency received many comments on the positivity of the Agency's safety structure. (These items were presented for information only, and no action by the Committee is required.)

10. Quarterly Financial Statements

11. Treasurer's Report

8:51 a.m. Quarterly Financial Statements for the fourth quarter, as well as the Treasurer's Report, were included in the meeting materials. Tammy Fulbright, Executive Vice President and Chief Financial Officer, asked to give a combined report of these two items. Ms. Fulbright noted that the Financial Statements for the fourth quarter represent preliminary numbers. She stated that she will be providing additional information shortly, which will assist in identifying trends, as requested by the Commissioners. Ms. Fulbright stated that the external auditors are in the process of performing their review currently, so yearend numbers could change slightly. She reviewed the current financial status of the various BSD enterprises.

Ms. Fulbright gave an overview of the Treasurer's Report, noting that amount of funds that the Agency currently directs, and the average rate of return. She stated that, although the Agency is somewhat limited, staff is looking at opportunities for investing a little differently, in order to increase that rate of return. It was noted that this item was presented as information only.

12. Procurement Report

8:55 a.m. A Procurement Report was included in the meeting materials regarding this item. Thomas Curran, Executive Vice President Administration, gave an overview of this item. He noted that for the fourth quarter, Non-Competitive Procurements totaled approximately \$1.48 million, or 4.9% of the total Purchase Order Commitment volume. He reported that this is a significant drop from the past 12 months, as Non-Competitive Procurements for that period totaled \$18.7 million, or 16% of the total Purchase Order Commitment. Mr. Curran also noted that, included in the packed as information only, are the Contract Modifications and Procurement Card Program Administrative Review Statistics for the third quarter, FY2021.

13. Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2021

8:57 a.m. Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance updates were included in the meeting materials regarding this item. Charles Stewart, Executive Vice President Organizational Effectiveness, gave an overview of performance for each of the plans, as of June 30, 2021. Commissioner Gladney asked if employees working, but not making it to retirement, is having any impact on the status of the 788 pension plan. Mr. Stewart noted that the ratio of retirees to active participants is having a tremendous impact to the plan, and it has increased the burden for active employees. He noted that the status of this plan, and its performance, are discussed every year during collective bargaining. (It was noted that this item was presented as information only.)

14. Update on Risk Management Insurance Program

9:04 a.m. A briefing paper regarding this item was included in the meeting materials. Kathy Brittin, Director of Risk and Absence Management, gave an overview of this item. She noted that FY2022 will be the last year with the current insurance broker, McGriff, Seibels & Williams of Missouri, Inc. She stated that they have done an excellent job in marketing the Agency's insurance programs this year. She noted that market conditions continue to be extremely difficult for Excess Liability, and global losses have affected everyone. Ms. Brittin noted that a summary of all of the BSD insurance programs has been provided in the meeting materials. She stated that premiums for two of the programs have actually decreased this year, and all but 4 policies came

in under the budgeted amounts. Ms. Brittin stated that she has outlined in the summary, the four policies that exceeded the budget, and the reasons behind the increases. She pointed out that the Excess Liability policy, last year and this year, has increased substantially, and to keep the premium lower, management has agreed to increase BSD self-insured retention from \$5 million to \$10 million. She noted that the Agency's loss history has never exceeded \$5 million, primary due to the sovereign immunity in Missouri. Ms. Brittin stated that this does not mean that a significant loss could not happen; however, management feels that the premium savings of \$1 million would out way the risk. Chair Zimmerman noted that the Agency experienced a shocking increase last year, and asked if we are still dealing with these challenges, primarily on the high end policies. Ms. Brittin stated that last year, the secondary insurance layer of Agency coverage went up substantially. She explained that this year, due to the primary insurer withdrawing from the public entity and transit markets, the primary insurance layer had to be replaced, which resulted in a substantial increase. The increase over the FY2022 budget is 24%. (This item was presented as information only.)

15. President & CEO Report

9:09 a.m. Bi-State Development President & CEO Taulby Roach addressed the Committee noting that a very positive meeting was held with the National Park Service. He noted that there were two issues discussed at that meeting, including the employment crisis and the Park bonds. Mr. Roach stated that the Agency delivered the positive news regarding the refunding of the Park bonds. He stated that Tammy Fulbright and her team did an excellent job regarding the refunding of these bonds, which will result in a \$32,000 savings annually for the Gateway Arch.

16. Unscheduled Business

9:10 a.m. There was no unscheduled business.

17. Call of Dates for Future Board and Committee Meetings

9:10 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meeting, as follows:

Board of Commissioners Meeting	Friday, September 24, 2021	8:30 AM
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18. Adjournment to Executive Session – If such action is approved by a majority vote of the Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1); and Auditors under §10.080(D)(10)

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

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

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

Derrick Cox – Yea
Irma Golliday – Yea
Herbert Simmons – Yea

Sam Gladney – Yea

Justin Zimmerman – Yea
Terry Beach – Yea

The motion passed unanimously, and the Committee moved into Executive Session at approximately 9:12 a.m.

19. Reconvene to Open Meeting

9:49 a.m. The Committee reconvened to the Open Meeting at approximately 9:49 a.m.

Commissioner Cox made a motion to approve the Minutes from the May 21, 2021, Executive Session of the combined meeting of the Audit, Finance, & Administration Committee, as presented, as a closed record. The motion was seconded by Commissioner Golliday.

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

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

The motion passed.

Commissioner Golliday made a motion to accept and forward to the Board of Commissioners for approval, the following items, as presented: 1) Draft Management and Performance Audit by Infrastructure Management Group, Inc. - St. Louis Metro Transit, 2) Draft Office Supply Account Audit Report, 3) Draft Accounts Payable DataServ Audit Report, 4) Draft Ticket Vending Machine (TVM) Audit Report, 5) Draft - TrueNorth IT Penetration Report, and 6) Draft - TrueNorth SCADA Assessment Report. The motion was seconded by Commissioner Beach.

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

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

The motion passed.

20. Adjournment

9:51 a.m. Chair Zimmerman asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Golliday. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:51 a.m.

**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
August 12, 2021
Immediately following the
Safety & Security Committee Meeting**

Operations Committee Members participating via Zoom

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

Other Commissioners participating via Zoom

Herbert Simmons
Sam Gladney
Justin Zimmerman – Absent
Fred Pestello – Absent
Nate Johnson – Absent

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Jessica Mefford-Miller, Executive Director Metro Transit
Tammy Fulbright, Senior Vice President Chief Financial Officer
Charles Stewart, Executive Vice President Organizational Effectiveness

Others participating via Zoom

Darrell Jacobs, ASL Interpreter
Shaunte Griffin-Rhodes, ASL Interpreter

- 1. Open Session Call to Order**
9:45 a.m. Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 9:45 a.m.

- 2. Roll Call**
9:45 a.m. Roll call was taken, as noted above.

3. Public Comment

9:45 a.m. Chair Windmiller asked Myra Bennett, Manager of Board Administration, if any public comment cards were submitted for today's meeting. Ms. Bennett noted that one card was submitted, as follows:

Name: John Kelley

Topic: Public Transportation Expansion

Comments: I commute from my home in Alton, IL to my workplace in Town and Country, MO 4 times per week. Unfortunately, public transit would take 3 to 4 hours one way and is not active when I get off work at 12:30 AM. My current commute times take 45 to 60 minutes one way. I would gladly sacrifice ~90 minutes if it meant taking public transportation to and from work. My employer will reimburse public transportation costs through our benefits package. It would cause fewer emissions, less traffic, and be paying more into public transportation. I would love an added MetroLink station in Alton and a stop that went down 64 towards Chesterfield. Barring that, even a bus route would suffice. I would gladly get rid of one of my family's two cars. I would save hundreds of dollars per month and thousands per year if I didn't have a car payment, insurance, gas, and maintenance fees. I know I'm just one commuter, but a ~90 minute commute that could take me to and from work without the need for a personal vehicle would be ideal.

4. Minutes of the May 21, 2021 Operations Committee, Open Meeting

9:47 a.m. The minutes of the May 21, 2021, Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Golliday and seconded by Commissioner Beach. **The motion passed unanimously.**

5. Contract Award - Brentwood Facility & Bus Cleaning Service

9:48 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract award to World Management, Inc., for Brentwood Facility and bus cleaning services. Tom Curran, Executive Vice President Administration, gave an overview of this item. A motion to accept this item and recommend it to the Board of Commissioners for approval, as presented, was made by Commissioner Brown and seconded by Commissioner Beach. **The motion passed unanimously.**

6. Contract Award - Central Facility & Call-A-Ride Van Cleaning

9:48 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract award to World Management, Inc., for Central Facility and Call-A-Ride van cleaning services. Tom Curran, Executive Vice President Administration, gave an overview of this item. A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Golliday and seconded by Commissioner Cox. **The motion passed unanimously.**

7. Contract Award - Track Maintenance Services

9:52 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract award to Ironhorse, Inc., for track maintenance services, in the negotiated amount of \$3,962,678.28, with additional

contingency not to exceed 10%. Tom Curran, Executive Vice President Administration, gave an overview of this item. A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Cox and seconded by Commissioner Simmons. **The motion passed unanimously.**

8. Operations Management Software: HASTUS Upgrade

9:54 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept, and refer to the BSD Board of Commissioners for approval, a sole source contract with GIRO, for HASTUS software upgrades, not to exceed \$2,000,000. Jessica Mefford-Miller, Executive Director of Metro Transit, gave an overview of this item, noting that the cost includes licensing and implementation services. Commissioner Windmiller asked the anticipated life of the upgrades. Ms. Mefford-Miller stated that it is anticipated that the lifespan of the upgrades will be five to ten years. A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Cox and seconded by Commissioner Brown. **The motion passed unanimously.**

9. Unscheduled Business

9:57 a.m. There was no unscheduled business.

10. Operations Report

9:57 a.m. An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit provided a summary of the report for the Committee, noting a decrease in ridership, and significant farebox recovery loss. She noted that across the country, ridership is down 80%. She noted that Metro Transit is now operating at approximately 80-90% of pre-pandemic levels, with a goal of stabilizing service. Ms. Mefford-Miller indicated that, with the current workforce shortage, Metro Transit has been able to execute approximately 98% of scheduled bus trips. She reported that staff is working to strengthen the workforce; however, she anticipates there will be a 5% reduction of MetroBus service in the fall, with plans to reinstate service in spring 2022. Commissioner Simmons asked the status of the proposed fare collection system, which was discussed at the previous meeting. Ms. Mefford-Miller stated that she anticipates the scheduling of a Special Board Meeting or Workshop, devoted specifically to discussion of this issue. Chair Windmiller asked the status of service cuts. Ms. Mefford-Miller reported that service cuts will be executed on September 6th, with additional service changes to be made November 29th, and possible changes in the interim. (It was noted that this item was provided as information only.)

11. President/CEO Report

10:05 a.m. Bi-State Development President/CEO, Taulby Roach, stated that he has no report at this time.

12. Call of Dates for Future Board and Committee Meetings

10:05 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Audit, Finance & Administration Committee	Friday	August 20, 2021	8:30 AM
Board of Commissioners Meeting	Friday	September 24, 2021	8:30 AM

13. Adjournment

10:06 a.m. Chair Windmiller asked if there was any further business, and being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Golliday. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 10:06 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
SAFETY AND SECURITY COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
August 12, 2021**

(Immediately following the Executive Committee Meeting)

Committee Members Participating via Zoom

Rose Windmiller
Vernal Brown
Fred Pestello

Herbert Simmons, Chair
Derrick Cox
Irma Golliday

Other Commissioners Participating via Zoom

Sam Gladney
Nate Johnson

Terry Beach
Justin Zimmerman

Staff Participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Kevin Scott, General Manager Security
Andrew Ghiassi, General Manager Safety/Chief Safety Officer
Tammy Fulbright, Sr. Vice President & Chief Financial Officer
Charles Stewart, Executive Vice President Organizational Effectiveness
Jessica Mefford-Miller, Executive Director Metro Transit

Others Participating via Zoom

Darrell Jacobs, ASL Interpreter
Shaunte Griffin-Rhodes, ASL Interpreter

- 1. Open Session Call to Order**
8:35 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Security Sub-Committee Meeting to order at 8:35 a.m.
- 2. Roll Call**
8:35 a.m. Roll call was taken, as noted above.

3. Public Comment

8:36 a.m. Chair Simmons asked Ms. Bennett if any speaker cards were submitted for today's meeting. Ms. Bennett noted that no public comment cards were submitted.

4. Approval of the Minutes of the April 8, 2021, Safety & Security Committee, Open Meeting

8:36 a.m. The minutes of the April 8, 2021 Safety & Security Committee, Open Meeting, were provided in the Committee packet for review. A motion to approve the minutes, as submitted, was made by Commissioner Windmiller and seconded by Commissioner Brown. **The motion passed unanimously.**

5. Contract Amendment allowing for the Extension of the Grant Administration Agreement for Additional Metro Security Scorecard Updates and Implementation Assistance

8:37 a.m. A briefing paper was provided in the meeting materials, regarding a request that the Committee accept, and refer to the Board of Commissioners for approval, a Contract Amendment allowing for the extension of the Grant Administration Agreement for additional Metro Security Scorecard Updates and implementation assistance. A presentation regarding this item was provided by Kevin Scott, Director of Public Safety. He noted that, although significant progress has been made, implementation is still a work in progress, relating to three specific items contained in the WSP report. He noted that the Agency has had a relationship with WSP since 2018, and he feels that an extension of the contract is important in successfully implementing all of the recommendations that have been made. He noted that the cost for four additional scorecards and assistance would be approximately \$29,000; however, there are remaining funds to cover a portion of this cost, and staff would be asking for approximately \$14,624 to cover the additional costs. Mr. Scott noted that some of the ongoing items to be evaluated include the establishment of performance criteria, technology upgrades, and environmental design. Andrew Ghiassi, General Manager Safety, stated that in addition, there are a number of issues where the Agency did not score as high as it would have liked, and would like to work with WSP to raise those scores.

Commissioner Simmons posed questions pertaining to the areas that are in need of improvement, and asked if there will come a time when the implementation and review will be performed in-house. Mr. Scott stated that he is a proponent of a third party, outside review. Commissioner Windmiller stated that she did not see anything in the materials that specified what the extension covers, and would appreciate that information. Mr. Scott stated that staff will provide a more detailed breakdown. Commissioner Windmiller indicated that she feels that continuing to have third party oversight to provide information to the public should be included, going forward. President/CEO Roach noted that TAWG has also been an important part of third party review, and he noted that Internal Audit may also be able to provide additional overview and insight going forward. Commissioner Zimmerman stated that the scorecards have been a good evaluation tool regarding the implementation of the WSP plan; however, may not be the best evaluation regarding whether or not the changes are working. He stated that he feels that it is time to move beyond the "scorecards", and feels that this evaluation tool has run its course. Commissioner Simmons stated that he feels that the Agency is closer to achieving its goals than it has been, especially with regard to communication. He noted that Jim Wild, East-West Gateway, has been extremely instrumental in that regard. Commissioner Cox posed questions regarding why the code of conduct signage has not been placed. Mr. Ghiassi noted that there has been a change to the signage, in order to make it more visible. Commissioner Pestello stated that he feels that much has been accomplished. He stated that it is important to remember that we do not

need to “reinvent the wheel”, but borrow ideas from other systems that are working. President//CEO Roach noted that information from other peer agencies has been included, and the Agency will be using other peer agencies in the future to critique our progress. He noted that the Agency has built strong relationships through this process, especially with East-West Gateway.

A motion to approve the item, as submitted, was made by Commissioner Windmiller and seconded by Commissioner Brown. **The motion passed.** (Commissioner Zimmerman asked that it be noted that he voted nay regarding this issue.)

6. Memorandum of Understanding with the St. Louis County, Missouri, Police Department for Secondary Police Officers

8:58 a.m. A briefing paper was provided in the meeting materials, regarding a request that the Committee accept, and refer to the Board of Commissioners for approval, authorization of the President and CEO to execute a Memorandum of Understanding with the St. Louis County, Missouri, Police Department for Secondary Police Officers, in order to obtain the services of secondary St. Louis County Police Officers. A presentation regarding this item was provided by Kevin Scott, Director of Public Safety, noting that Metro Security currently has a pool of secondary officers, who work on a voluntary basis, at the rate of \$33 per hour. He noted that a larger pool of officers is needed. Commissioner Gladney asked if the Agency has any pension obligations for this work, and if an analysis has been performed relating to this issue. Mr. Scott noted that the agreements are not coordinated through the Officers’ Police agency. Barbara Enneking, General Counsel, stated that these types of agreements have been in effect for many years, and have been vetted; however, the Agency can reexamine this issue and provide the Board with an updated response.

A motion to approve the item as submitted was made by Commissioner Beach and seconded by Commissioner Gladney. **The motion passed unanimously.**

7. Update - Allied Universal Acquisition of G4S Solutions

9:04 a.m. A memo was provided in the meeting materials, regarding the acquisition of G4S Solution by Allied Universal. A report regarding this item was provided by Kevin Scott, Director of Public Safety. He noted that Allied Universal has been given an overview of the contract. He stated that, as of October 8th, the patch on the uniform will change; however the remainder of the uniform, and the terms of the contract, will remain the same. Commissioner Windmiller asked if there was a vaccination policy in place for the contracted security team. Mr. Scott stated that, at this point, they are not requiring vaccinations. Commissioner Windmiller stated that she would like to know the vaccination rate of those officers.

8. President/CEO Report

9:06 a.m. President/CEO Taulby Roach noted that a MetroLink Task Force Incident Report has been included in the meeting materials for review. He noted that this report provides a snapshot of how things are going. He noted that, over time, these reports will be important, as to identify trends. Commissioner Zimmerman stated that, it is premature to do hard comparisons; however, he feels that it will be important to have a third party review this information to provide clarity to the Committee regarding this information.

9. Unscheduled Business

9:09 a.m. There was no unscheduled business.

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

9:09 a.m. Ms. Bennett noted the following upcoming meetings:

Audit, Finance & Administration Committee:	Friday	August 20, 2021	8:30 AM
Board of Commissioners Meeting:	Friday	September 24, 2021	8:30 AM

11. Motion to move Executive Session (if needed)

9:09 a.m. Chair Simmons requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) – Legal, (D) (10) – Security, and (D) (16) – Rail, Bus or Facilities Safety and Accidents. He also noted that that the information being provided in Executive Session is for information only, and no votes will be needed; therefore, if there are no objections, he would also recommend that the meeting be adjourned at the Executive Session, without returning to the Open Meeting.

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

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

The motion passed unanimously, and the Committee moved into Executive Session at 9:11 a.m.

12. Adjournment

9:43 a.m. In Executive Session, Chair Simmons asked if there was any further business, and being none, Commissioner Windmiller made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. A roll call vote was taken as follows:

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

The motion passed unanimously, and the meeting was adjourned at approximately 9:43 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 24, 2021**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award - Brentwood Facility & Bus Cleaning Service**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director – Metro Transit;
Thomas Curran, Executive Vice President, Administration

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with World Management, Inc., to provide cleaning services for facility and buses at Metro’s Brentwood Facility.

Background:

On November 10, 2020, Bi-State Development (**BSD**) issued solicitation 21-RFP-106870-BH/TJ Brentwood Facility & Bus Cleaning Service to obtain a qualified firm to provide all equipment, supplies, materials, labor, supervision, staff, and transportation necessary to provide cleaning of buses and facility at Metro’s Brentwood location. The solicitation was advertised on BSD/Metro’s iSupplier website. A Disadvantaged Business Enterprise (**DBE**) Goal of 5% was recommended for this project. The contract period of performance consists of five (5) years with funds to be committed annually for cleaning of buses and facility at Metro’s Brentwood Facility.

Analysis:

In response to the solicitation, a total of five (5) proposals were received:

- MERS Goodwill
- 4M Building Solutions
- World Management, Inc.
- Innex
- ISS

All five (5) proposals were deemed responsible and responsive and were forwarded to the evaluation committee, which consisted of individuals within BSD/Metro’s Maintenance Department.

The proposals were scored in accordance with the evaluation requirements specified in the solicitation package. After completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring.

The table below displays the overall results representing the consensus technical and cost scores combined, and as a result, World Management, Inc. (WMI) is the highest ranking firm.

Firm	Cost	Cost Score	Technical Score	Total
4M	\$7,889,273.97	190.00	190.00	380
MERS Goodwill	\$4,881,638.50	239.08	176.60	415.68
WMI	\$5,150,781.00	227.30	209.80	437.1
Innex	\$6,506,814.25	179.36	106.67	286.03
ISS	\$4,668,473.72	250.00	173.20	426.6
Total Possible Points		250	250	500
Percentage of Total Points		50%	50%	100%

Previous Action:

This item was recommended for approval at the August 12, 2021, Operations Committee Meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request to authorize the President and CEO to enter into a 5-year contract with funds to be committed annually for cleaning of buses and Metro’s Brentwood Facility with the highest ranking firm, World Management, Inc., whose proposal is most advantageous to BSD, with price and other factors considered, in the not-to-exceed amount of **\$5,150,781.00**.

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
AWARDING A CONTRACT TO WORLD MANAGEMENT, INC. FOR
CLEANING SERVICES OF BUSES AND FACILITY AT METRO TRANSIT
BRENTWOOD FACILITY**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50 §50.010 (E)(1)(a), the Board of Commissioners to approve Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, on November 10, 2020, Bi-State Development (BSD) issued solicitation 21-RFP-106870-BH/TJ Brentwood Facility & Bus Cleaning Service, to obtain a qualified firm to provide all equipment, supplies, materials, labor, supervision, staff, and transportation necessary to provide cleaning of buses and facility at Metro’s Brentwood location; and

Whereas, a Disadvantaged Business Enterprise (DBE) Goal of 5% was recommended for this project, with a contract period of performance consisting of five (5) years, with funds to be committed annually for cleaning of buses and facility at Metro’s Brentwood Facility; and

Whereas, in response to Solicitation 21-RFP-106870-BH/TJ, five (5) proposals were received that were deemed responsible and responsive and were forwarded to the evaluation committee, which consisted of individuals within BSD/Metro’s Maintenance Department; and

Whereas, the proposals were scored in accordance with the evaluation requirements specified in the solicitation package, and after completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring; and

Whereas, the overall results, representing the consensus technical and cost scores combined, deemed World Management, Inc. (WMI) as the highest ranking firm; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a 5-year contract, with World Management, Inc., with funds to be committed annually, for cleaning of buses and Metro’s Brentwood Facility, in the not-to-exceed amount of \$5,150,781.00, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Contract. The Board of Commissioners hereby authorizes the President and CEO to enter into a 5-year contract, with World Management, Inc., with funds to be committed annually, for cleaning of buses and Metro's Brentwood Facility, in the not-to-exceed amount of \$5,150,781.00, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and World Management, Inc.

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

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

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

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 24, 2021**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award - Central Facility & Call-A-Ride Van Cleaning**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director – Metro Transit;
Thomas Curran, Executive Vice President, Administration

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with World Management, Inc. to provide cleaning services for facility and vans at Metro’s Central (Main Shop) Facility.

Background:

On April 7, 2021, Bi-State Development (**BSD**) issued solicitation 21-RFP-211995-TJ/KM – Central (**Main Shop**) Facility & Call-A-Ride Van Cleaning Service, to obtain a qualified firm to provide all equipment, supplies, materials, labor, supervision, staff, and transportation necessary to provide cleaning of vans and facility at Metro’s Central (Main Shop) location. The solicitation was advertised on BSD/Metro’s iSupplier website. A Disadvantaged Business Enterprise (**DBE**) Goal of 8% was recommended for this project. The contract period of performance consists of five (5) years with funds to be committed annually for cleaning of vans and facility at Metro’s Central (Main Shop) Facility.

Analysis:

In response to the solicitation, a total of three (3) proposals were received:

- MERS Goodwill
- World Management, Inc.
- Innex

All three (3) proposals were deemed responsible and responsive and were forwarded to the evaluation committee, which consisted of individuals within BSD/Metro’s Maintenance Department.

The proposals were scored in accordance with the evaluation requirements, specified in the solicitation package. After completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring.

The table below displays the overall results representing the consensus technical and cost scores combined, and as a result, World Management, Inc. (WMI) is the highest ranking firm.

Firm	Cost	Cost Score	Technical Score	Total
MERS Goodwill	\$4,196,946.30	206.06	176.6	382.66
WMI	\$3,459,374.10	250.00	153.34	403.34
Innex	\$5,209,379.00	166.01	143.33	309.34
Total Possible Points		250	250	500
Percentage of Total Points		50%	50%	100%

Previous Action:

This item was recommended for approval at the August 12, 2021, Operations Committee Meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request to authorize the President and CEO to enter into a 5-year contract with funds to be committed annually for cleaning of vans and Metro’s Central Facility with the highest ranking firm, World Management, Inc., whose proposal is most advantageous to BSD, with price and other factors considered, in the not-to-exceed amount of **\$3,459,374.10**.

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
AWARDING A CONTRACT TO WORLD MANAGEMENT, INC. FOR
CLEANING SERVICES OF VANS AND FACILITY AT
METRO TRANSIT CENTRAL (MAIN SHOP) FACILITY**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50 §50.010 (E)(1)(a), the Board of Commissioners to approve Competitive Negotiated Procurements which exceed \$500,000; and

Whereas, on April 7, 2021, Bi-State Development (BSD) issued solicitation 21-RFP-211995-TJ/KM – Central (Main Shop) Facility & Call-A-Ride Van Cleaning Service, to obtain a qualified firm to provide all equipment, supplies, materials, labor, supervision, staff, and transportation necessary to provide cleaning of vans and the facility at Metro’s Central (Main Shop) location; and

Whereas, a Disadvantaged Business Enterprise (DBE) Goal of 8% was recommended for this project, with a contract period of performance consisting of five (5) years, with funds to be committed annually for cleaning of vans and the facility at Metro Transit’s Central (Main Shop) Facility; and

Whereas, in response to Solicitation 21-RFP-211995-TJ/KM, three (3) proposals were received that were deemed responsible and responsive and were forwarded to the evaluation committee, which consisted of individuals within BSD/Metro’s Maintenance Department; and

Whereas, the proposals were scored in accordance with the evaluation requirements, specified in the solicitation package, and after completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring; and

Whereas, the overall results, representing the consensus technical and cost scores combined, deemed World Management, Inc. (WMI) as the highest ranking firm; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a 5-year contract, with World Management, Inc., with funds to be committed annually, for cleaning of vans and Metro Transit’s Central Facility, in the not-to-exceed amount of \$3,459,374.10, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Contract. The Board of Commissioners hereby authorizes the President and CEO to enter into a 5-year contract, with World Management, Inc., with funds to be committed annually, for cleaning of vans and Metro Transit's Central Facility, in the not-to-exceed amount of \$3,459,374.10, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and World Management, Inc.

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

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

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

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be

affixed.

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award - Track Maintenance Services**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director – Metro Transit;
 Thomas Curran, Executive Vice President, Administration

Objective:

To present to the Board of Commissioners for approval, a request to award a contract to Ironhorse, Inc. for MetroLink Track Maintenance Services.

Background:

On April 19, 2021, Bi-State Development (**BSD**) issued solicitation 21-RFP-218985-DGR – Track Maintenance Services, to obtain a qualified firm to provide all necessary labor, equipment, tools, materials and supplies needed for the maintenance and repair of the MetroLink light rail system track and related structures. The solicitation was advertised on BSD/Metro’s iSupplier website. **The contract period of performance consists of three base and two option years with funds to be committed annually for this work.**

Analysis:

In response to the solicitation, a total of two (2) proposals were received:

- Ironhorse, Inc.
- Railworks Track Services

Both proposals were deemed responsive and responsible to the solicitation requirements and were forwarded to an evaluation committee comprised of Rail ROW Maintenance personnel. The proposals were scored in accordance with the evaluation requirements specified in the solicitation package. After completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring. The table below displays the overall results representing the consensus technical and cost scores combined, and as a result, Ironhorse, Inc. is the highest ranking firm.

Firm:	Cost	Cost Score	Technical Score	Total
Ironhorse	\$4,313,064.28	214	465.0	679.0
Railworks Track Services	\$4,569,234.83	201.2	410.5	611.7
Total Possible Points		214.0	500.0	714.0
% of Total Points		30%	70%	100%

The Ironhorse bid amount of \$4,313,064 exceeded BSD’s Independent Cost Estimate amount of \$3,604,052; therefore, negotiations commenced. Total labor hours increased more than 20% over the previous maintenance contract’s five-year duration, and equipment rates increased up to 8%. BSD reduced the crew size for a total reduction of \$350,000 resulting in Ironhorse’s BAFO amount \$3,962,678.28, which is within 10% of the ICE.

Board Policy Chapter 50.010 E., Purchasing, requires the Board of Commissioners to approve competitive negotiated procurements which exceed \$500,000.

Previous Action:

This item was recommended for approval at the August 12, 2021, Operations Committee Meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request to authorize the President and CEO to enter into a contract, with funds to be committed annually for all necessary labor, equipment, tools, materials and supplies needed for the maintenance and repair of the MetroLink light rail system track and related structures with the highest ranking firm, Ironhorse, Inc. whose proposal is most advantageous to BSD with price and other factors considered in the negotiated amount of **\$3,962,678.28** with additional contingency not exceeding 10%.

Funding Source:

Available annual operating budget for Maintenance of Way outside services.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO IRONHORSE, INC. FOR
METROLINK TRACK MAINTENANCE SERVICES**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50 §50.010 (E)(1)(a), requires the Board of Commissioners to approve Negotiated Procurements which exceed \$500,000; and

Whereas, on April 19, 2021, Bi-State Development (BSD) issued solicitation 21-RFP-218985-DGR – Track Maintenance Services, to obtain a qualified firm to provide all necessary labor, equipment, tools, materials and supplies needed for the maintenance and repair of the MetroLink light rail system track and related structures; and

Whereas, the contract period of performance consists of three base and two option years, with funds to be committed annually for this work; and

Whereas, in response to Solicitation 21-RFP-218985-DGR, two (2) proposals were received that were deemed responsible and responsive and were forwarded to the evaluation committee, which consisted of Rail ROW Maintenance personnel; and

Whereas, the proposals were scored in accordance with the evaluation requirements, specified in the solicitation package, and after completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring; and

Whereas, the overall results, representing the consensus technical and cost scores combined, deemed Ironhorse, Inc. as the highest ranking firm; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a contract, (3 base years and two option years), with Ironhorse, Inc., with funds to be committed annually for all necessary labor, equipment, tools, materials and supplies needed for the maintenance and repair of the MetroLink light rail system track and related structures, in the negotiated amount of \$3,962,678.28, with additional contingency not exceeding 10%, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Contract. The Board of Commissioners hereby authorizes the President and CEO to enter into a contract, (3 base years and two option years), with Ironhorse, Inc., with funds to be committed annually for all necessary labor, equipment, tools, materials and supplies needed for the maintenance and repair of the MetroLink light rail system track and related structures, in the negotiated amount of \$3,962,678.28, with additional contingency not exceeding 10%, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Ironhorse, Inc.

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

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

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

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Resolution #1154
Bi-State Development Agency Board of Commissioners
September 24, 2021
Award of Contract – Ironhorse, Inc. – MetroLink Track Maintenance
Page 2

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 24, 2021**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Operations Management Software: HASTUS Upgrade**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director of Metro Transit

Objective:

To present to the Board of Commissioners, a request for approval to award a sole source contract to GIRO for the HASTUS Upgrade pending the securing of capital funds.

Background:

HASTUS is our core Operations Management Software. Used by all three bus facilities (**DB, BW, IL**) and both rail facilities (**Ewing and 29th**), HASTUS maintains the detailed schedule, assignments, attendance and pay information for all bus and rail operators.

Bus and Rail vehicle schedules, operator runs and operator run pick information are loaded into HASTUS to create daily operator schedules. These schedules are updated at every service change/run pick. Dispatch Transit Service Managers (**TSMs**), daily manage the arrival and departure of operators via HASTUS. TSMs manage runs throughout the day making sure work is covered by our base of Operators. TSMs also use HASTUS to manage our Extra Board.

On a weekly basis, detailed employee work assignment information is sent to various systems for attendance record keeping and for payroll. HASTUS provides the necessary detail information to the payroll system to ensure operators are paid correctly.

HASTUS is also the system of record for all Hours of Service. The State Safety Oversight Committee, the Department of Transportation, and Metro Management all monitor this measure closely.

In 2014/2015, the HASTUS system was set to be replaced. Unfortunately, the new 3rd Party vendor was unable to complete the replacement system after 5 years of implementation. This has led us to the situation today, where HASTUS is in desperate need of upgrades to ensure that it can continue to operate and be supportable in its mission critical role.

Board Policy 50, Purchasing – Section 50.010 Procurement and Contract Administration, E.1.b – The Board of Commissioners shall approve the following Procurements: Non-Competitive Procurements which exceed \$100,000.

Analysis:

Originally implemented in 2006, the HASTUS system is 15 years old. As such, the backend components are out of support.

The current Oracle database version is also out of support. HASTUS version (v2006) cannot move to a more current database version without first being upgraded.

Servers running HASTUS are using Microsoft Windows Server 2003, which is at end of support. We are working on mitigating already known security issues with this operating system version. A new version of HASTUS will run on a current, supported operating system version, resolving this problem.

This upgrade is critical to resolve the issues above and keep HASTUS operating and supporting Metro Operations and our operators.

Cost:

We are seeking to upgrade HASTUS to the most current version, as well as add components to the system to enhance its capabilities. We are working to finalize capital funding in parallel with this request.

In order to accomplish this effort, the following funding is required for GIRO licensing and implementation expertise:

Licensing: \$500,000

Implementation Services: \$1,500,000

Total Cost of Contract not to Exceed: \$2,000,000

Previous Action:

This item was recommended for approval at the August 12, 2021, Operations Committee Meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a sole source contract with GIRO not to exceed \$2,000,000.

Funding Source:

Section 5307 award MO-90-X296 (80%); Prop M (15%); and SCCTD (5%).

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO GIRO FOR
OPERATIONS MANAGEMENT SOFTWARE UPDATES**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Board Policy Chapter 50, §50.010 (E)(1)(b), require Board approval of all Non-competitive ("sole source or single bid") Procurements exceeding \$100,000; and

Whereas, funding is provided through Section 5307 award MO-90-X296 (80%); Prop M (15%); and SCCTD (5%); and

Whereas, HASTUS is the core Operations Management Software for Metro Transit, used by all three bus facilities (DB, BW, IL) and both rail facilities (Ewing and 29th), and this software maintains the detailed schedule, assignments, attendance and pay information for all bus and rail operators; and

Whereas, originally implemented in 2006, the HASTUS system is 15 years old, and as such, the backend components are out of support; and

Whereas, the current Oracle database version is also out of support. HASTUS version (v2006) cannot move to a more current database version without first being upgraded; and

Whereas, servers running HASTUS are using Microsoft Windows Server 2003, which is at end of support, and a new version of HASTUS will run on a current, supported operating system version, resolving this problem; and

Whereas, this upgrade is critical to resolve the issues above and keep HASTUS operating and supporting Metro Operations and operators; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the award of a "sole source" contract to GIRO, for HASTUS Operations Management Software upgrades, in an amount not to exceed \$2,000,000, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI- ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section I.

Section 2. Approval of the Sole Source Contract. The Board of Commissioners hereby approves the award of a "sole source" contract to GIRO, for HASTUS Operations Management Software upgrades, in an amount not to exceed \$2,000,000, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and GIRO.

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

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

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

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 24, 2021**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Amendment allowing for the Extension of the Grant Administration Agreement with East-West Gateway Council of Governments for additional Metro Security Scorecard Updates and Implementation Assistance**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Security

Objective:

To present to the Board of Commissioners for approval, a contract amendment, allowing for the extension of the Grant Agreement between Bi-State Development and East-West Gateway Council of Governments (EWGCOG) for the MetroLink Security Project until September 30, 2022, in order to provide additional Metro Security Scorecard updates and implementation assistance performed by WSP for FY 2022 (July 1, 2021 through June 30, 2022). The cost of the one year extension will not exceed \$29,060.00. A total of \$14,436.00 remains in the current budget and is available for carryover into the extension year. Metro Public Safety (Metro) is requesting an additional \$14,624.00 be allocated to address the difference. Any funds not utilized, such as travel or advising hours, will not be billed (please see attached memorandum for total cost breakdown).

Background:

The Metro Security Strategy was completed in March of 2020, with support of St. Louis County, the City of St. Louis and St. Clair County leadership and Metro's law enforcement partners. As part of this strategy, WSP, EWGCOG and Metro developed the Security Scorecard. This tool allows for quarterly assessments of Metro's progress toward implementing each element of the Security Strategy. As the team met repeatedly over more than a two-year period, it became clear that rebuilding fractured relationships and trust was a crucial component to moving toward an improved, collaborative, customer focused transit security program.

Analysis:

The Scorecard was developed to provide accountability and assure those with stake in the regional transit system that Metro is committed to the improvements outlined in the Security Strategy. Metro Public Safety has made tremendous progress and has demonstrated a strong commitment to fully implement the agreed Security Strategy. Work continues to realize full implementation and Metro needs WSP to continue to work with its staff to produce four additional scorecard updates in FY 2022, as well as implementation support.

Previous Action:

This item was recommended for approval at the August 12, 2021, Safety & Security Committee Meeting.

Board Action Requested:

The Safety & Security Committee recommends that the Board of Commissioners approve a request to authorize the President and CEO to approve the First Amendment to the Grant Administration Agreement with EWGCOG for the MetroLink Security Project, allowing for the extension of the Agreement until September 30, 2022, at a total additional cost not to exceed \$29,060.00.

Attachments:

1. First Amendment to a Grant Administration Agreement between Bi-State Development and EWGCOG.

Funding Source:

FTA Grant Award MO-2017-033 at 80% and BSD operating funds at 20%.

FIRST AMENDMENT

This First Amendment (the “Amendment”), between the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI_ILLINOIS METROPOLITAN DISTRICT (the “Agency”), an interstate transportation authority EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS (“EWGCOG”), a Missouri non-profit corporation and regional council of governments, (together the “Parties”).

WHEREAS, Agency and EWGCOG have executed a Grant Administration Agreement, with an effective date of January 16, 2018, (the “Agreement”), regarding a study of the safety and security of the MetroLink system; and

WHEREAS, Agency and EWGCOG have agreed to extend the Agreement for an additional one (1) year.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, Agency and EWGCOG agree as follows:

1. All capitalized terms used herein, which are not otherwise defined in this Amendment, shall have the meanings ascribed to them in the Agreement.
2. The parties hereby amend and restate Section 5.1 of the Agreement in its entirety to read as follows:

Section 5.1 – Time of Performance. The Agreement shall be in effect from January 16, 2018 until September 30, 2022, unless the time whereof is extended by mutual agreement of both parties. Time is of the essence in this Agreement.

3. Except as amended hereby, all provisions of the Agreement shall remain in full force and effect. If there are any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

Signature pages follows

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first set forth above.

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

By: _____

Taulby Roach, President & CEO

Date: _____

Attest: _____

Printed Name: _____

Title: _____

DRAFT

**EAST-WEST GATEWAY COUNCIL OF
GOVERNMENTS**

By: _____

James M. Wild, Executive Director

Date: _____

Attest: _____

Printed Name: _____

Title: _____

DRAFT

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE
DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN
DISTRICT AUTHORIZING THE PRESIDENT AND CEO TO ADOPT THE
FIRST AMENDMENT TO THE GRANT ADMINISTRATION AGREEMENT
WITH EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS**

Preambles:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Missouri revised Statutes §70.220 and §70.230 require agreements between municipalities and other units of government be approved by the Governing Board of such entity; and

Whereas, the Metro Security Strategy was completed in March of 2020, with support of St. Louis County, the City of St. Louis and St. Clair County leadership and the Agency’s law enforcement partners, and as part of this strategy, WSP, East West Gateway Council of Governments (EWGCOG), and Metro Transit developed the Security Scorecard; and

Whereas, the Scorecard was developed to provide accountability and assure those with stake in the regional transit system that the Agency is committed to the improvements outlined in the Security Strategy; and

Whereas, staff continues to work to realize full implementation of the Security Strategy, and assistance is requested of WSP to produce four additional Scorecard updates in FY 2022, as well as to provide implementation support; and

Whereas, it is feasible, necessary and in the public interest for the Board to authorize the President and CEO to approve the First Amendment to the Grant Administration Agreement with EWGCOG for the MetroLink Security Project, allowing for the extension of the Agreement until September 30, 2022, at a total additional cost not to exceed \$29,060.00, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Authorization of the President and CEO to Adopt First Amendment to the Grant Administration Agreement with EWGCOG for the MetroLink Security Project. The Board of Commissioners hereby authorizes the President and CEO to approve the First Amendment to the Grant Administration Agreement with East-West Gateway Council of Governments for the MetroLink Security Project, allowing for the extension of the Agreement until September 30, 2022, at a total additional cost not to exceed \$29,060.00, under and pursuant to this

Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Amendment. The form of the Amendment (First Amendment, as provided in the Attachment to the Briefing Paper and made a part hereof), in 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 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 adoption of the Amendment 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 East West Gateway Council of Governments (EWGCOG).

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

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

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 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Resolution 1156
Bi-State Development Agency Board of Commissioners
September 24, 2021
Approving First Amendment to Grant Administration Agreement EWGCOG
Page 2

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 24, 2021**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Memorandum of Understanding with the St. Louis County, MO Police
Department for Secondary Police Officers**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Security

Objective:

To present to the Board of Commissioners for approval, a Memorandum of Understanding with the St. Louis County, MO Police Department in order to obtain the services of Secondary Police Officers.

Background:

In order to enhance the security services on the Metro Transit System, BSD has established an availability pool of off-duty law enforcement officers, whose deployments are varied to compliment the Regional MetroLink Police Task Force and the two forward facing security elements (Contract Security and Transit Security Specialists).

Analysis:

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

Previous Action:

This item was recommended for approval at the August 12, 2021, Safety & Security Committee Meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the Memorandum of Understanding with the St. Louis County, MO Police Department, in order to obtain the services of off-duty St. Louis County, Missouri Police Officers.

Attachments:

1. Memorandum of Understanding with the St. Louis County, Missouri Police Department for Secondary Police Officers

Funding Source:

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

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

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, 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, in order to enhance the security services on the Metro Transit System, Bi-State Development (BSD) has established an availability pool of off-duty law enforcement officers, whose deployments are varied to complement the Regional MetroLink Police Task Force and the two forward facing security elements (G4S and TSS); and

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

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute a Memorandum of Understanding with the St. Louis County Police Department, in order to obtain the services of off-duty St. Louis County, Missouri Police Officers, at the established and approved rate of \$33.00 per hour, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of Authorization to Execute Agreement. The Board of Commissioners hereby approves the authorization of the President and CEO to execute a Memorandum of Understanding with the St. Louis County Police Department, in order to obtain the services of off-duty St. Louis County, Missouri Police Officers, at the established and approved rate of \$33.00 per hour, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Agreement.

Section 7. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the St. Louis County, Missouri, Police 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 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
September 24, 2021**

From: Taulby Roach, President & CEO
Subject: **An Agreement for Transit Client Engagement Services between Chestnut Health Systems, INC and Bi-State Development Agency**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Security

Objective:

To present to the BSD Board of Commissioners, a request for approval of a one-year Agreement for Transit Client Engagement Services with Chestnut Health Systems, INC (Chestnut), to provide comprehensive behavioral health services, directly connecting riders/customers with appropriate Chestnut services, or warm transfer to alternate service providers. This agreement will allow for two (two person) clinician teams, focusing their resources at two transit centers: The North Hanley Transit Center and the Civic Center Transit Center.

Background:

A comprehensive Metro Transit public safety platform recognizes that it is essential to engage in-need Riders/Customers with behavioral health services, in order to improve the health and safety of Riders/Customers on the Metro Transit System. Only focusing on security enforcement measures, while failing to address the underlying health determinants responsible for many safety concerns, decreases the sense of safety in our Metro Transit community. The model for this engagement of services from Chestnut mimics the highly successful pilot program already in place on the MetroLink Alignment within the St. Clair County Transit District, with the same provider (Chestnut Health Systems, INC).

Analysis:

By paring Chestnut Health Crisis Teams with Metro Transit security personnel, we are taking a proactive public health approach to Metro Transit System rider safety. We are proposing that adding this initiative to the Metro Transit System's existing security improvement efforts will increase Rider/Customer safety and security, while tangibly improving the community's perception of the Metro Transit System. Data collection/metrics will be established to measure impact of this program.

Committee Disposition:

This item has not been presented to any Committee; however, due to the timing, the President and CEO has placed this item on the Agenda for the Board of Commissioners' meeting on September 24, 2021.

Board Action Requested:

Management recommends that the Board of Commissioners authorize the President and CEO to enter into a one-year Agreement, with Chestnut Health Services, INC, for Transit Client Engagement Services, in an amount not to exceed \$353,520.00.

Attachments:

1. Detailed description of the Chestnut/ Metro Transit Behavioral Health Services Initiative.
2. Draft of the Agreement for Transit Client Engagement Services
3. Overview of year 1 program budget reflecting a total cost of \$353,520.00

Funding Source:

Metro Transit Public Safety Security Budget.

Chestnut Health Systems / Bi-State Metro Link Project

Chestnut Health Systems (Chestnut) is proposing an initiative that connects behavioral health services in Missouri and Illinois under one comprehensive program to improve the health and safety of riders on the Metro Transit System. Police and enforcement entities across the country are recognizing that focusing solely on security, compliance and enforcement can simultaneously fail to address the underlying health determinants responsible for many safety concerns while decreasing community member's sense of safety. By pairing crisis teams with Bi-State Transit Security personnel, we are taking a proactive public health approach to Metro Transit System rider safety to complement the Ride & Abide initiative. We are proposing that adding this initiative to Metro Transit Systems existing security improvement efforts will increase rider security and experience while tangibly improving the community's perception of the Metro Transit System.

Project Objectives

1. Diminished use of Metro Transit Centers for non-transportation related needs.
2. Diminished use of vehicles by "all day riders."
3. Diminished use of alcohol, drugs, and other problematic behavior at transit centers and on vehicles.
4. Early detection/intervention for riders who are in need of services.
5. Diminished panhandling, argumentativeness, sleeping, and other behaviors considered problematic to Metro Transit System operation.
6. Improved visibility of Metro Transit System safety, security and rider satisfaction initiatives.
7. Improved rider experience with Metro Transit System staff, facilities and transit vehicles.
8. More accurate data on needs of ridership and efficacy of initiatives.
9. Better communication between riders and security staff.
10. Increased sense rider sense of safety.

Proposed Plan

Chestnut will provide 2 trained mental health crisis teams (**4 staff total**) to be paired with Metro Transit System security professionals. All assigned security staff would receive mental health awareness and de-escalation training as part of their orientation to a crisis unit role

Crisis teams would initially focus on 2 identified Metro Transit platforms:

- 1) **North Hanley Transit Center**
- 2) **Civic Center Transit Center**

The above mentioned 2 teams will join and work collaboratively with our Metro East Metro Crisis Team which began providing services St. Clair County, Illinois in April of 2021. – **See St. Clair County Metro Transit Press Release**

Identified riders/visitors in need will receive in the moment crisis intervention and support. Crisis staff will complete brief assessments to determine level of need and appropriate referral options. Riders/visitors who are willing to engage in services will be connected with appropriate referrals and enrolled in active care coordination/care management. Crisis teams will maintain ongoing, short term contact with riders/visitors until needs are met and individual is connected with appropriate services. Crisis staff will have access to wrap around funds to assist, when appropriate, with temporary shelter, nutritional or medication needs targeted to specifically address the presenting crisis.

Chestnut provides comprehensive behavioral health services and will directly connect riders/visitors with appropriate Chestnut services or warm transfer to alternate service providers.

Crisis Units will document encounters with riders/visitors and provide data that will be used to evaluate effectiveness of program and guide continuous quality improvements.

DATA COLLECTION/METRICS

- Date/times of encounters to identify patterns/scheduling needs
- Category of problem to help identify patterns and referral needs
- Demographic data
- Outcome of initial contact
- Rate of verified connection to referred providers
- Rate of acceptance into care coordination/care management
- Percentage of encountered riders requiring multiple interventions
- Number and rate of encounters with identified riders/visitors with active crisis plans
- Identification and proactive interactions with familiar riders/visitors with chronic concerns

- Number and percentage of referrals diverted from law enforcement actions
- Number and percentage of referrals diverted from emergency medical services/hospitalization

Crisis unit managers and Metro Transit System security managers will meet regularly to review recent activity, identify success and challenges, and coordinate responses on identified riders/visitors needing proactive follow-up and implement continuous quality improvement initiatives. Close coordination between Metro Transit System management and Chestnut Leadership will be vital in success of the program.

High Visibility-Accessibility

Signage and electronic displays will communicate crisis unit roles and how to access services. Both telephone and texting numbers will be provided to riders to request/access. Numbers for access will be actively promoted. When crisis teams are not available, Metro Transit System security will have resources to reach services for consultation and to request over the phone or video link assistance. Active and highly visible initiative promotion will be key in program implementation and success.

Public Health

Public health efforts are based on identifying underlying contributors to primary problems, i.e. mental health and substance use, social determinants, housing/financial needs, and implementing programs to prevent or mitigate the impact of these contributors and eliminate the identified primary problem. There are three prevention strategies that drive a public health approach: universal, selected and indicated. Our proposed initiative incorporates all three of these approaches.

1. *Universal* – Metro Transit System will promote the initiative to all riders/visitors and anyone using or visiting Metro Transit System property can request and receive crisis assistance for themselves or for others they have observed to be in crisis. By providing universal access, we will prevent some crisis situations before they occur.
2. *Selected* – Crisis teams will focus on targeted Metro Transit Centers, property, and routes that have been identified as having the highest level of need. This will allow concentration of effort and more efficient use of resources.
3. *Indicated* – Crisis units and Metro Transit System will identify riders/visitors with chronic needs who need proactive and intensive assistance. Crisis teams will develop and implement crisis response plans for familiar riders/visitors, track progress and actively assist Metro Transit System in assisting this high need population.

Expansion and Evaluation

This program is designed to be flexible and scalable. The Transit Center/Rider teams model provides a simple and flexible system to change locations, routes and vehicles based on need or expand to more locations, routes and vehicles based on resource availability.

The data collection and program structure will create a natural design for evaluation. An evaluation team could compare transit centers/routes with teams to centers/routes without teams. In addition, an evaluation could follow riders who received assistance for up to a year to track long term outcomes. Chestnut has an experienced research division, The Lighthouse Institute, that has completed over 70 studies, including longitudinal studies ranging from 2-19 years. If an external evaluation was preferable, the Missouri Institute of Mental Health would be an ideal local partner to complete a formal evaluation.

Proposed Implementation Timeline

July 1, 2021 – Initiate Marketing & Education of Project internally with key stakeholders

August 15, 2021 – Hire Crisis Team Personnel and Begin Orientation process

September, 2021 – Launch Project Officially Publically

Provider Experience

Chestnut Health Systems (Chestnut) www.chestnut.org is a private not-for-profit multidisciplinary health and behavioral health care organization governed by a volunteer Board of Directors. Chestnut was founded in 1973 by a group of concerned citizens from the Illinois Counties of McLean and Livingston as an alternative to incarceration for chronic substance abusers. Clients dubbed Chestnut as a "Lighthouse."

Today, Chestnut offers a complete scope of health and behavioral health services in Missouri and Illinois, and is one of the most comprehensive treatment providers in both Illinois and the St. Louis Metropolitan area. Chestnuts' continuous accreditation from The Joint Commission since 1975 demonstrates that our professional and experienced staff is committed to providing high quality, evidence based services.

Chestnut employs approximately 700 individuals and has an annual expense budget over \$52 million. Chestnut is comprised of the following core service areas: 1. Substance use disorder treatment, both inpatient and outpatient, 2. Mental health treatment, 3. Applied behavioral research, training and publications, 4. Credit counseling, 5. Community-based primary health care, 7. Prevention Education, 8. Veteran Services and 9. Supportive Housing for low income individuals and family with addictions or persistent mental illness.

In Missouri Chestnut Health Systems provides Mental Health and Substance Use services in Jefferson County with offices in Hillsboro. Chestnut partners with organizations like BHR, Queen of Peace, and the St Louis County Family Court to support individuals and families in the Bi-State region with wrap around behavioral health services

In order to address service demand, Chestnut creates ambitious goals to assure access to treatment and measure our performance to these goals. We measure number of service calls that roll over to voice mail. We measure the time it takes from initial service call to first appointment offered. We also offer Immediate Access for a full range of services. If we believe that wait times are longer than local standards, we modify our staffing to decrease these wait times. Since developing this approach, we handle upwards to 1,000 calls per day and admit 650-750 new clients a month. We have the unique ability to bring a large array of services to clients on a same day or next day of screening to an engaged individual. This capacity has a huge effect on making a therapeutic connection with a client.

Chestnut uses evidence based practices (EBP) to treat behavioral health, whenever available. For this particular project we will be utilizing the Screening Brief Intervention and Referrals to Treatment (SBIRT) along with Motivational Interviewing (MI). The SBIRT is a widely-used model, developed for use in primary care settings, and subsequently implemented in a variety of community settings. The SBIRT is a low-cost way of assisting people to consider and address risks. Using brief, accurate, and validated screening instruments allows outreach and treatment staff to identify and consider problem behavior that warrants more intensive treatment. MI techniques have been successfully taught to a range of professionals and paraprofessionals, and have been adapted for cultural competence and sensitivity to the most pressing issues presented by consumers. MI will be used by staff to engage, retain, and develop therapeutic alliances. Additional EBP will be utilized if project participants choose to participate in additional Chestnut projects, for example, medication assisted treatment (MAT) to treat substance use disorders (SUD).

This **AGREEMENT FOR TRANSIT CLIENT ENGAGEMENT SERVICES** (this “Agreement”) is made this ___ day of September 2021, by and between **CHESTNUT HEALTH SYSTEMS, INC.**, an Illinois not-for-profit corporation (“Chestnut”), and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Metro Transit”). Metro Transit and Chestnut are sometimes each referred to herein as a “Party” and collectively as the “Parties”.

1. INDEPENDENT CONTRACTOR. In the performance of the Services (as defined in Section 2 hereof), it is mutually understood and agreed that Chestnut is at all times acting and performing as an independent contractor and that Metro Transit shall have no control over the manner or method by which Chestnut meets its obligations hereunder, provided that the Services are performed in accordance with Section 2 hereof. Chestnut shall neither hold itself out to be, nor should it be construed to be, an agent, partner, employer, employee, joint venturer, or representative of Metro Transit. Chestnut shall not have the express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Metro Transit except as expressly authorized in writing by a representative of Metro Transit with authority to bind Metro Transit. Metro Transit shall have no responsibility to withhold federal, state or local taxes or Social Security and Chestnut shall be solely responsible for payment of any such taxes due to the proper taxing authorities. Metro Transit is under no obligation to provide worker’s compensation, unemployment or other insurance, or any other type of employee benefit to Chestnut or to any of Chestnut’s staff. This Section shall survive expiration or earlier termination of this Agreement.

2. SCOPE OF SERVICES.

2.1 Chestnut Services. Metro Transit hereby retains Chestnut to perform those services specified on Exhibit A (the “Services”) attached hereto and incorporated herein by this reference. Chestnut shall render the Services in a competent, efficient and professional manner in accordance with (a) Chestnut’s policies and procedures, (b) Metro Transit’s Code of Conduct and Ethics, and (c) all applicable federal, state and local laws, rules, and regulations. Metro Transit shall have the sole discretion to establish the minimum professional qualifications necessary for the performance of the Services. The Parties agree that to the extent Chestnut hires staff specifically to perform the Services, such staff are the employees of Chestnut and will at all times be subject to Chestnut’s policies and procedures. Chestnut reserves the right to hire, discipline and terminate such employees in these positions at its sole discretion.

2.2 Metro Transit Duties and Responsibilities. In order for Chestnut to satisfactorily perform the Services, Metro Transit agrees to fulfill the duties and responsibilities set forth in Exhibit B attached hereto and incorporated herein by this reference.

3. LIMITATION ON AUTHORITY. Chestnut shall have no authority to (a) sign any documents on Metro Transit behalf or to otherwise legally bind or obligate Metro Transit, or (b) perform Services that would cost in excess of the maximum dollar authorization referenced in Section 5.1 hereof, if any.

4. SCHEDULE. Chestnut shall perform the Services pursuant to a schedule mutually agreed upon by the Parties.

5. COMPENSATION.

5.1 Compensation. Subject to Section 5.2 hereof, Metro Transit shall compensate Chestnut for Services in accordance with Exhibit C attached hereto and incorporated herein by this reference; provided that in no event shall compensation to Chestnut under this Agreement exceed the maximum dollar authorization set forth in Exhibit C (if any) unless otherwise agreed to by Metro Transit in writing.

5.2 Invoices. Unless otherwise specified in Exhibit C, Chestnut shall invoice Metro Transit for Services rendered each month on or before the tenth (10th) day of the subsequent month. Each invoice shall (a) include the monthly amount due to Chestnut, (b) contain a brief description of the Services rendered, and (c) include Chestnut’s Federal Employer Identification

Number. All invoiced amounts shall be consistent with the compensation set forth in Exhibit C. Metro Transit shall be under no obligation to compensate Chestnut for any services rendered that are not set forth in Exhibit A. Metro Transit shall pay approved and undisputed invoices within ninety (90) days of its receipt of same.

6. REPORTING. Services performed under this Agreement shall be coordinated with and overseen by the following Chestnut representative: Jim Wallis, Director of Business Development – Missouri.

7. CHESTNUT REPRESENTATIONS. Chestnut represents and warrants that it has the requisite skill and knowledge to perform the Services. Further, Chestnut represents and warrants that it has the right to perform the Services required under this Agreement without violation of obligations to third parties and that Chestnut has the right to disclose to Metro Transit all information transmitted to Metro Transit in the performance of Services under this Agreement. Chestnut further represents and warrants that, if applicable, Chestnut is properly licensed and credentialed to perform all Services contemplated by this Agreement. This Section shall survive expiration or earlier termination of this Agreement.

8. CONFIDENTIALITY.

8.1 Each Party shall maintain the confidentiality of the other Party and such Party's affiliates', customers', and clients' information acquired by virtue of, arising out of, or otherwise created or maintained in connection with the performance of this Agreement. Neither Party may use for its benefit or for the benefit of others, or divulge to others, any information, knowledge or data of a confidential or proprietary nature, including without limitation, trade secrets, business and financial methods or practices, pricing, products, software, research, services, client lists, processes, know-how, designs, formulas and any other subject matter pertaining to any business of the other Party or such Party's affiliates, customers, or clients or otherwise not readily available to members of the general public that concerns the business affairs of the other Party or such Party's affiliates, customers, or clients.

8.2 Defend Trade Secrets Act of 2016. Notwithstanding the nondisclosure obligations contained in this Agreement, nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Neither Party will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret, or confidential information, that is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a compliant or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Neither Party will retaliate against the other Party in any way for a disclosure made in accordance with 18 U.S.C. Section 1833.

8.3 Metro Transit acknowledges that to the extent Chestnut receives, stores or otherwise deals with protected health information in connection with the performance of this Agreement, Chestnut is bound by the requirements of (a) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the implementing regulations thereunder, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "Privacy Rule") and the Security Standards for the Protection of Electronic Health Information at 45 CFR Parts 160 and 164 (the "Security Rule"), and the requirements of the final modifications of the HIPAA Privacy rule, Security Rule, et al., issued on January 25, 2013, and effective March 26, 2013, as may be amended from time to time; (b) the federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records found at 42 C.F.R. Part 2; and/or (c) the Illinois Mental Health and Developmental Disabilities Confidentiality Act found at 740 ILCS 110. Unless permitted by any of the foregoing, Chestnut will not disclose any such information to Metro Transit..

8.4 Notwithstanding the above, the Parties agree that information shall not be deemed confidential information and the recipient shall have no obligation to hold in confidence such information, where such information: (a) Is already known to the recipient, having been disclosed to the recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or (b) Is or

becomes publicly known through no wrongful act of the recipient, its employees, officers, directors, or agents; or (c) Is independently developed by the recipient without reference to any confidential information disclosed hereunder; or (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

8.5 This Section shall survive expiration or earlier termination of this Agreement.

9. TERM AND TERMINATION.

9.1 **Term.** This Agreement shall commence on the date Chestnut first employs a clinician dedicated to perform the Services (as described in Exhibit A) (the "Effective Date") and continues for twelve (12) months (the "Term").

9.2 **Termination.** This Agreement may be terminated as follows:

9.2.1 Immediately by Metro Transit in the event of a breach of any provision of this Agreement by Chestnut, which breach has not been cured within seven (7) business days of notification by Metro Transit to Chestnut of said breach.

9.2.2 By either Party at any time without cause upon thirty (30) days' prior written notice to the other Party.

9.2.3 By Metro Transit at any time if (a) Chestnut assigns this Agreement or any right or obligation hereunder without the prior written consent of Metro Transit, (b) if applicable, there is a change in the control or management of Chestnut that is unacceptable to Metro Transit, (c) if applicable, Chestnut ceases to function as a going concern, or (d) Chestnut ceases to conduct operations in the normal course of business.

9.2.4 In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively, "Change in Law") materially affects or materially impacts the rights or obligations of either Party under this Agreement, renders any provision of this Agreement illegal or enforceable, or materially affects the ability of either Party to perform its obligations under this Agreement, then either Party may request renegotiation of the applicable terms of this Agreement by written notice to the other Party. Both Parties agree to negotiate in good faith an amendment which preserves the original rights and obligations of the Parties to the extent possible in a manner consistent with the Change in Law. If no such amendment can be agreed upon in the reasonable opinion of either Party within sixty (60) days after receipt of such notice, then Metro Transit or Chestnut may terminate this Agreement upon an additional thirty (30) days' written notice to the other Party.

9.3 **Renewal.** The Parties may agree to renew this Agreement prior to the end of the Term upon the same or different terms than those contained herein, provided that such renewal is reduced to writing and executed by both Parties.

10. INDEMNIFICATION.

10.1 To the extent permitted by applicable law, each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and any and all of such Party's affiliates, and each of their officers, directors, owners, managers, members, employees, agents, successors, and assigns (collectively, the "Indemnified Parties"), from and against: (a) any and all damage to an Indemnified Party resulting from any negligent act or omission, misrepresentation, breach of warranty or non-fulfillment of any agreement by the Indemnifying Party; (b) any and all actions, suits, proceedings, causes of action, demands, assessments, and judgments, and reasonable costs and legal and other expenses incident to, the preceding subsection (a) This Section shall survive expiration or earlier termination of this Agreement.

10.2 Where any of the Indemnified Parties intends to seek indemnification pursuant to the terms of this Section, such Indemnified Party (or Indemnified Parties, as applicable) shall promptly notify the Indemnifying Party as to: (a) the nature of the claim asserted, and (b) the commencement of any suit or proceeding brought to enforce such claim. Upon acknowledging the right to indemnity, the Indemnifying Party shall be entitled to assume the defense of any such suit or proceeding and the Indemnified Party (or Indemnified Parties, as applicable) being indemnified shall cooperate and shall be entitled to consult with respect to such defense. If the Indemnifying Party elects to assume any such defense, the Indemnified Party (or Indemnified Parties, as applicable) shall not be liable for any legal or other expenses subsequently incurred directly by the Indemnified Party (or Indemnified Parties, as applicable) in connection with such defense.

10.3 By execution and performance of this Agreement, Metro Transit does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of Metro Transit, and Metro Transit's board members, officers, directors, servants, employees, agents, successors or assigns.

11. NON-INTERFERENCE. During the term of this Agreement, neither Party may take any steps to actively interfere with a contractual or other business relationship of the other Party.

12. INSURANCE.

12.1 Throughout the term of this Agreement, Chestnut shall, at its sole cost and expense, obtain and maintain a policy or policies of:

12.1.1 Commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

12.1.2 Commercial auto liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit.

12.1.3 Worker's compensation insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.

12.1.4 Professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

12.2 Throughout the term of this Agreement, Metro Transit shall, at its sole cost and expense, obtain and maintain a policy or policies of:

12.2.1 Commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Metro Transit shall cause its insurance carrier(s) providing such insurance coverage to list Chestnut as an additional insured on such policy or policies on a primary, and not contributory, basis and must waive any and all right of recovery against Chestnut.

12.2.2 Commercial auto liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit. Metro Transit shall cause its insurance carrier providing such insurance to list Chestnut as an additional insured on such policy on a primary, and noncontributory basis, and must waive any and all right of recovery against Chestnut.

12.2.3 Umbrella or excess liability coverage in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence and aggregate. Coverage must follow form over general liability and auto liability.

12.2.4 Upon execution of this Agreement and on each one (1) year anniversary thereafter, Metro Transit shall furnish to Chestnut certificates of insurance evidencing such coverage.

13. MISCELLANEOUS.

13.1 Compliance with Law. Each Party agrees to perform its responsibilities hereunder in accordance with all applicable laws.

13.2 Notices. Any and all notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be given in person or by registered mail, return receipt requested, or by facsimile or electronic transmission, addressed as follows. Any notice shall be deemed to have been given at the time of actual receipt.

If to Chestnut:

Chestnut Health Systems, Inc.
Attention: Puneet Leekha, COO and General Counsel
1003 Martin Luther King Drive
Bloomington, Illinois 61701
Email: pleekha@chestnut.org

If to Metro Transit:

Name: Bi-State Development Agency
Attention: Kevin Scott, General Manager of Security
Address: 211 North Broadway Suite 700
Address: St. Louis, Missouri 63102
Email: KBScott@MetroStLouis.org

13.3 Amendments. This Agreement may only be amended or modified in writing as mutually agreed upon by the Parties.

13.4 Assignment. The Parties expressly agree that neither Party may assign any of its rights or responsibilities under this Agreement to any individual or entity without the prior written consent of the other Party. Notwithstanding the foregoing, Metro Transit acknowledges that Chestnut may assign any or all of its rights or responsibilities under this Agreement to any of its wholly-owned subsidiaries, affiliates, or related entities, or another related entity, without the consent of Metro Transit.

13.5 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

13.6 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

13.7 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court located in the City of St. Louis, Missouri.

13.8 Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, agreements, arrangements, restrictions, limitations or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

13.9 No Third-Party Beneficiaries. No person or entity that is not a party to this Agreement will be a third party beneficiary of any rights or obligations hereunder or be entitled to enforce any of said rights or obligations.

13.10 Headings. Section headings have been inserted into this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.

13.11 Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy.

13.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which shall together constitute one and the same document. Delivery of an executed counterpart of this Agreement by electronic or facsimile transmission shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by electronic or facsimile transmission shall also deliver an original executed counterpart, but failure to deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

13.13 Drafting. Chestnut, or Chestnut’s legal counsel, has drafted this Agreement solely as a matter of convenience for the Parties hereto. Each Party has carefully reviewed and negotiated the terms of this Agreement and, accordingly, any drafting errors, ambiguities or inconsistencies will not be interpreted against Chestnut.

13.14 Expenses. Each Party will pay its own fees and expenses and those of its agents, advisors, attorneys and accountants, with respect to the preparation and negotiation of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this **AGREEMENT FOR TRANSIT CLIENT ENGAGEMENT SERVICES** as of the date first set forth above.

CHESTNUT:

METRO TRANSIT:

CHESTNUT HEALTH SYSTEMS, INC.

Bi-State Development Agency of the Missouri-Illinois Metropolitan District

By: _____
Name: Puneet Leekha
Title: Chief Operating Officer and General Counsel

By: _____
Name: Taulby Roach
Title: President and CEO
FEIN: 43-6004283

Exhibit A

CHESTNUT SERVICES

Chestnut Health Systems, Inc. (“Chestnut”) will recruit, hire and train four clinicians to:

1. Perform engagement of problematic Metro Transit riders and link them to appropriate services, including those offered by Chestnut. The clinician teams will position at the Civic Center Transit Center and the North Hanley Transit Center to maximize impact on MetroLink and MetroBus.
2. Transport interested and engaged Metro Transit riders to service delivery locations.
3. In connection with each of the foregoing, work in concert with Metro Transit Public Safety Staff, G4S Contract Security Staff and Law Enforcement assigned to the Metro Transit System.

Chestnut clinicians will consist of two (2), two-person teams as follows: 1) Staff Specialist at the Bachelor’s Level and 2) Lived Experience – Peer Support Specialist, certified through the Missouri Credentialing Board.

Chestnut clinicians will work forty (40) hours per week, subject to Chestnut’s regular time off policies.

In addition, Chestnut will:

1. As requested by Metro Transit, provide a periodic accounting of flex funding used in the performance of the Services.
2. Document outcomes and activities and create other metrics to evaluate the pilot, at all times observing the confidentiality restrictions set forth in Section 8.3 of the Agreement to which this Exhibit A is attached.
3. Work with Metro Transit and other interested entities to pursue additional funding to expand pilot if successful.
4. Provide a Project Coordinator/ Supervisor at the Masters Level to provide administrative oversight of the program.

Exhibit B

METRO TRANSIT DUTIES AND RESPONSIBILITIES

Bi-State Metro Transit will:

1. Make available to Chestnut Health Systems (“Chestnut”) clinicians performing the Services Metro Transit Security Staff and Assigned Local Law Enforcement for the purpose of orientation. Metro Transit will agree to embed a Transit Security Specialist with each team of clinicians for security and any required transportation.
2. Assist Chestnut with documentation and writing for additional funding.

Exhibit C

COMPENSATION

Metro Transit shall pay Chestnut Three Hundred Fifty-Three Thousand, Five Hundred Twenty-Five Dollars (\$353,525.00) (the "Compensation") for the Services rendered during the term of this Agreement commencing on the Effective Date. The Compensation shall be paid in twelve (12) equal monthly installments of Twenty Nine Thousand, Four Hundred Sixty Dollars and Forty-Two Cents (\$29,460.42) payable in accordance with Section 5.2 of this Agreement. In the event Chestnut fails to employ all four clinicians dedicated to perform the Services, as required in Exhibit A, within sixty (60) days of the Effective Date then the payment of monthly Compensation installments shall be suspended until such time as all four clinicians are employed.



**MetroLink
Pilot Project Budget**

PERSONNEL	<u>LOE</u>	<u>TOTAL</u>
2 Clinician Level III, TBD	100%	\$80,000
2 Clinician Level III, TBD	100%	\$80,000
Stacy Nonn (Supervisor)	20%	<u>\$14,062</u>
SALARIES		\$174,062
Fringes (31%)		<u>\$53,959</u>
PERSONNEL TOTAL		\$228,021
Contractual:		
Zero Contracts		\$0
Total Contractual	Zero Contracts	<u>\$0</u>
Supplies		
Laptops		\$5,200
Signature Pads		\$1,400
Office Supples		<u>\$1,200</u>
Total Supplies		\$7,800
Other:		
Mileage		\$8,000
Automobile/Van Lease for Transportation		\$0
Diversionary Funds/Flex Funds		<u>\$20,000</u>
Total Other		\$28,000
Total Direct expenses		\$263,821
Indirect (34%)		<u>\$89,699</u>
		\$353,520

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SOLE SOURCE CONTRACT AWARD TO
CHESTNUT HEALTH SYSTEMS, INC FOR
TRANSIT CLIENT ENGAGEMENT 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 acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Board Policy Chapter 50, §50.010 (E)(1)(b), requires Board approval of all Non-competitive (“sole source or single bid”) Procurements exceeding \$100,000; and

Whereas, a comprehensive Metro Transit public safety platform recognizes that it is essential to engage in-need Riders/Customers with behavioral health services, in order to improve the health and safety of Riders/Customers on the Metro Transit System; and

Whereas, focusing solely on security enforcement measures, while failing to address the underlying health determinants responsible for many safety concerns, decreases the sense of safety in our Metro Transit community; and

Whereas, a highly successful pilot program is already in place on the MetroLink Alignment within the St. Clair County Transit District, with the Chestnut Health Systems, INC; and

Whereas, the Agency is taking a proactive public health approach to Metro Transit System Rider/Customer safety; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to enter into a one-year Agreement, with Chestnut Health Services, INC, for Transit Client Engagement Services, in an amount not to exceed \$353,520.00, in accordance with the terms and conditions described herein.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Agreement. The Board of Commissioners hereby authorizes the President and CEO to enter into a one-year Agreement, with Chestnut Health Services, INC, for Transit Client Engagement Services, in an amount not to exceed \$353,520.00, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4. 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 Chestnut Health Systems, INC.

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

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

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

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of September, 2021.

In Witness Whereof, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

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

By _____
Title _____

[SEAL]
ATTEST:

By _____
Deputy Secretary to the Board of Commissioners