



Board of Commissioners
Special Meeting
(Virtual Meeting)
January 14, 2021
8:30 AM

Open Session Agenda

Notice of Meeting and Agenda

**Bi-State Development
Board of Commissioners
Special Meeting
(Virtual Meeting)
Thursday, January 14, 2021 at 8:30 AM
One Metropolitan Square, 211 N. Broadway, Suite 650
St. Louis, Missouri 63102**

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

Agenda	Disposition	Presentation
1. Call to Order	Approval	Chair Windmiller
2. Roll Call	Quorum	M. Bennett
3. Memorandum of Agreement (MOA) with St. Louis County & the City of St. Louis Regarding Mass Prophylaxis Dispensing (Resolution #1106)	Approval	J. Mefford-Miller / C. Stewart / S. Berry
4. Intergovernmental Agreement between the City of St. Louis and Bi-State Development (Resolution #1107)	Approval	J. Mefford-Miller
5. Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development – Mid America St. Louis Airport MetroLink Extension (Resolution #1071)	Approval	T. Roach
6. Adjournment to Executive Session: <i>If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy, Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080 (D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under</i>	Approval	Chair Windmiller

Agenda	Disposition	Presentation
<p><i>§10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).</i></p>		
<p>7. Reconvene to Open Session</p>	<p>Approval</p>	<p>Chair Windmiller</p>
<p>8. Adjournment</p>	<p>Approval</p>	<p>Chair Windmiller</p>

Open Session Item

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**Bi-State Development Agency
Board of Commissioners
Special Meeting
Open Session Agenda Item
January 14, 2021**

From: Jessica Mefford-Miller, Executive Director - Metro Transit
Subject: **Memorandum of Agreement (MOA) with St. Louis County & the City of St. Louis Regarding Mass Prophylaxis Dispensing**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director - Metro Transit; Charles Stewart, Executive Vice President of Organizational Effectiveness; Steve Berry, General Manager – System Safety, Security & Emergency Management

Objective:

To present to the Board of Commissioners a request to enter into Intergovernmental Agreements (**Agreements**) between the City of St. Louis (**the City**) and Bi-State Development (**BSD**), and St. Louis County (**the County**) that would authorize the City and the County to request medications according to the number of individuals identified by BSD, and for BSD to be eligible to receive those medications at the City and the County's closed points of dispensing [**POD**]. These agreements will support vaccine delivery for a number of purposes, however this update is intended to prepare for the distribution of the COVID-19 vaccine for BSD team members.

Committee Disposition:

This item has not been presented to any Committee: however, due to the timing of the commencement of the Project, the President and CEO has placed this item on the Agenda for the Board of Commissioners' Special Meeting on January 14, 2021.

Background:

BSD has been engaged in an emergency response at the local, regional, state and federal addressing the coronavirus pandemic since March 2020. Throughout the course of the pandemic BSD has adapted and evolved our emergency management procedures to address the ongoing coronavirus health and financial crisis. Throughout these efforts, the safety of our team members and our customers remains a top priority. Through the guidance of our Emergency Operations Center [EOC] command structure, BSD is providing safe, reliable service; protecting the health and safety of customers and team members; and preserving capacity to restore service as this crisis wanes. BSD now has a significant opportunity to take action that will help protect the health and safety of customers and team members through delivery of COVID-19 vaccines to our team.

Analysis:

On December 11, 2020, the U.S. Food and Drug Administration [**FDA**] issued the first emergency use authorization [**EUA**] for use of the Pfizer-BioNTech COVID-19 vaccine in persons aged 16 years and older for the prevention of COVID-19. On December 18, 2020, FDA issued the second EUA for use of the Moderna COVID-19 vaccine in persons aged 18 years and older for the prevention of COVID-19.

It is our expectation that BSD operations team members will be included in Missouri's Phase 1B vaccine distribution; at this time the precise date for vaccine access is unknown. It is our intention to have all agreements, contracts and procedures completed during January 2021. Staff is formalizing BSD's COVID-19 Vaccine Management Program (Program) that will moderate delivery of the vaccine and maximize vaccine acceptance amongst eligible BSD staff.

BSD's Program addresses administrative requirements including intergovernmental agreements, internal policies developed in consultation with legal counsel and labor leadership, and procedures to ensure compliance with relevant local, state and federal guidelines. We expect that vaccine delivery will occur through a BSD contracted third-party health care provider, similar to flu shot administration. Vaccination campaigns will be scheduled in coordination with operations leadership to maximize access while minimizing impact to operations.

One of the recognized and largely critical elements of the Program is a thorough internal communications campaign. In order to fully realize the benefits of a BSD team member vaccination effort, we must maximize the vaccine acceptance rate amongst our team. Communication must be sensitive to the experiences, concerns and beliefs of our team members in order to be resonant. This multi-phased campaign will first introduce the vaccine and provide important safety information; proactively respond to vaccine hesitations by providing relevant, factual information; clearly communicate safety protocols during and after vaccination; and be shaped by input from front-line team members, management and labor leadership.

Board Action Requested:

Management recommends that the Board of Commissioners authorize the President & CEO to enter into these Agreements with the City and the County for the purposes of expediting delivery of the COVID-19 vaccine to BSD team members.

Funding Source:

Funding for administration and delivery costs incurred by BSD associated with delivery of the COVID-19 vaccine would be supported by CARES funding.

Attachments:

- a. 2021 City of St. Louis Mass Prophylaxis Dispensing MOA
- b. 2021 St. Louis County Mass Prophylaxis MOA

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING MEMORANDUMS OF UNDERSTANDING WITH
ST. LOUIS COUNTY AND THE CITY OF ST. LOUIS
REGARDING MASS PROPHYLAXIS DISPENSING**

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, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, the Bi-State Development Agency (BSD) has been engaged in an emergency response at the local, regional, state and federal addressing the coronavirus pandemic since March 2020; and

Whereas, on December 11, 2020, the U.S. Food and Drug Administration [FDA] issued the first emergency use authorization [EUA] for use of the Pfizer-BioNTech COVID-19 vaccine in persons aged 16 years and older for the prevention of COVID-19; and

Whereas, on December 18, 2020, FDA issued the second EUA for use of the Moderna COVID-19 vaccine in persons aged 18 years and older for the prevention of COVID-19; and

Whereas, it is the expectation that BSD operations team members will be included in Missouri’s Phase 1B vaccine distribution, and at this time, the precise date for vaccine access is unknown; however, it is BSD’s intention to have all agreements, contracts and procedures completed during January 2021; and

Whereas, BSD’s program addresses administrative requirements including intergovernmental agreements, internal policies developed in consultation with legal counsel and labor leadership, and procedures to ensure compliance with relevant local, state and federal guidelines, and vaccination campaigns will be scheduled in coordination with operations leadership to maximize access while minimizing impact to operations; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into Agreements with the City of St. Louis and St. Louis County for the purposes of expediting delivery of the COVID-19 vaccine to BSD team members, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval for the President & CEO to Execute the Agreements. The Board of Commissioners hereby authorizes the President & CEO to execute Agreements with the City of St. Louis and St. Louis County for the purposes of expediting delivery of the COVID-19 vaccine to BSD team members, 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 Agreements. The form of the Agreements (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially 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 and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect these Agreements, with the necessity and desirability of such changes, modifications, insertions and omissions 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 Agreement 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 Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the City of St. Louis and St. Louis County.

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

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

Section 9. 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 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 14th day of January, 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

Open Session Item 3
Attachment a.

Memorandum of Agreement (MOA) Regarding Mass Prophylaxis Dispensing

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is dated as of January XX, 2021, by and between THE CITY OF ST. LOUIS, on behalf of its DEPARTMENT OF HEALTH, ("Health Department") and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Provider"), an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 127, Section 63r-1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the "Compact").

Definitions

1. SNS: The Strategic National Stockpile is strategic stockpile of medications, medical equipment and supplies controlled by the federal government to be rapidly deployed to respond to public health disasters
2. POD: A Point of Dispensing is a place where a vaccine, antibiotic or other medication is dispensed quickly to a large group of people
3. Closed: POD: A dispensing site location operated by a private business for a specific population, not open to the general public
4. Provider: A Business/Organization willing to become a closed POD for dispensing medications to its own employees and their identified household family members

RECITALS

WHEREAS, the Centers for Disease Control and Prevention ("CDC") has established the Cities Readiness Initiative program to assist certain metropolitan areas in the event of a catastrophic biological incident; and

WHEREAS, the CDC, through Missouri Department of Health and Senior Services, will provide the SNS, which includes medications and medical supplies, to Health Department for the City of St. Louis, Missouri; and

WHEREAS, the Health Department approves the transfer of a pre-determined quantity of the aforementioned medication to Provider; and

WHEREAS, the Health Department wishes to collaborate with Provider to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

SECTION 1: Provider's duties

- a. To request medications according to the number of patients, employees, and identified household family members of employees (if applicable).
- b. To dispatch an appropriately credentialed courier to the Health Department distribution site for collection of SNS medications.
- c. To assume responsibility of dispensing medications (mass prophylaxis) to those individuals identified above by the Provider's trained staff, at a site chosen by the Provider and with no liability assumed by the Health Department.
- d. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the Health Department's Public Health Emergency Response Plan and the Provider's own Mass Prophylaxis Dispensing Plan.
- e. To dispense medications per established medical protocols/algorithms (provided by Health Department at time of the event) under supervision of licensed medical personnel.
- f. To provide training and education to all Provider staff that will be utilized in Mass Prophylaxis Dispensing Operations in regards to specifics of the Mass Prophylaxis Dispensing Plan provided by the Provider.
- g. To not charge individuals for medications or administration of medication that have been provided through this agreement, except as permitted by the State of Missouri or by CDC.
- h. To designate an appropriate group of people to participate in a minimum of one annual Health Department sponsored dispensing training/education opportunities.
- i. To provide emergency point of contact information to ensure timely notification of the Provider in the event of a public health emergency.
- j. To maintain accurate records (inventory) of medications dispensed and then provide those to Health Department in a timely manner.
- k. To secure any unused medications until a time Health Department can make arrangements for retrieval.
- l. To compile and file an after-action report with the Health Department, identifying shortfalls and accomplishments of the operation.
- m. To provide any updates of the Provider's Mass Prophylaxis Dispensing Plan to the Health Department.

- n. To identify employees by jurisdiction of residence and provide that information to Health Department.

SECTION 2: Health Department's duties

- a. To provide Mass-Prophylaxis-Dispensing-specific training/education opportunities to identified staff of the Provider.
- b. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.
- c. To, conditionally, ensure delivery/availability of the appropriate amount of medications in a reasonable, timely manner. At the time of the event, Health Department will give Provider the distribution location and collection hours.
- d. To coordinate with the Provider as outlined in the Health Departments Emergency Plan to the best of their ability.
- e. To provide the Provider with proper medical protocols regarding dispensing activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency.
- f. To provide the Provider with consultation and assistance as needed and available for the given public health emergency.
- g. To make arrangements to collect any unused medications as well as copies of all medical documentation.
- h. To provide after-action consultation to the Provider.

SECTION 3: Shared duties and powers

- a. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (“HIPAA”).
- b. The initial term of this Memorandum will be five (5) years with the effective date of the Memorandum being the date of execution by Provider. This Memorandum can be extended by two-year intervals with agreement of both parties.
- c. This Memorandum may only be amended in writing and by mutual agreement and signature of both parties. Such amendment can occur at any time and this Memorandum may be terminated by either party upon thirty (30) days' notice in writing to the other party.

Written notice to Provider shall be sent via US Mail and directed to:

Taulby Roach
President & CEO
Bi-State Development Agency
211 N. Broadway
St. Louis, MO 63102

Written notice to the Health Department shall be sent via US Mail and directed to:

Fredrick Echols, M.D.
Acting Director of Health
City of St. Louis Department of Health
1520 Market Street
P. O. Box 14702
St. Louis, MO 63178

- d. This Memorandum will not supersede any laws, rules or polices of either party.
- e. Activation of Provider's Mass Prophylaxis Dispensing Plan will go into effect only at the request and direction of the Health Department.
- f. The Provider would be considered a closed POD in that it would not dispense medications to the "general public" but only to identified staff, family members, and patients outlined in the Provider's own Mass Prophylaxis Dispensing Plan and in Health Department's Public Health Emergency Response Plan.
- g. The Provider will follow the dispensing directives of the Health Department during Mass Dispensing Operations.
- h. It is understood the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a closed POD and their staff and/or specific groups would be required to attend a public or open POD operated by the Health Department and not receive any preferential treatment.
- i. The Provider shall in no instance be liable for the costs associated with the Mass Prophylaxis Dispensing or for providing funding.

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS
MEMORANDUM OF AGREEMENT REGARDING MASS PROPHYLAXIS
DISPENSING AND HAVE CAUSED THIS AGREEMENT TO BE EXECUTED
BY THEIR RESPECTIVE OFFICERS OR OFFICIALS:

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

Taulby Roach, President & CEO

Date:

Attest: Barbara A. Enneking, General Counsel

Date:

CITY OF ST. LOUIS on behalf of its DEPARTMENT OF
HEALTH

Fredrick Echols, M.D
Acting Health Director

Date:

Approved As To Form

City Counselor

Date:

Comptroller's Office

Date:

Registrar's Office

Date:

COMPTRROLLER'S OFFICE o
DOCUMENT NUMBER 18/0

Open Session Item 3
Attachment b.



Memorandum of Agreement (MOA) Regarding Mass Prophylaxis Dispensing

This Memorandum of Agreement (“Agreement”) is entered into upon the date of execution by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Provider”) and Saint Louis County on behalf of its Department of Public Health (“County”), to collaborate and support mass prophylaxis of a designated population affected by a disaster or public health emergency.

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative (CRI) program to assist certain metropolitan areas in the event of a catastrophic biological incident or communicable disease threat; and

WHEREAS, the CDC, through the Missouri Department of Health and Senior Services (MODHSS), will provide a portion of the Strategic National Stockpile (SNS), which includes medications and medical supplies, to Saint Louis County Department of Public Health for Saint Louis County, MO; and

WHEREAS, the County approves the transfer of a pre-determined quantity of the aforementioned medication to the Closed PODs; and

WHEREAS, the County wishes to collaborate with Provider with respect to the Closed POD at the Provider’s site to enhance its ability to respond to a catastrophic biological incident or other communicable disease threat; and

WHEREAS, Ordinance 27,855 (2020) authorizes the County Executive on behalf of St. Louis County to execute such Agreement with the Provider.

NOW THEREFORE, the parties hereto agree as follows:

I. The Provider Agrees:

- a. To request medications according to the number of individuals identified by Provider as eligible to receive medications at the Provider’s Closed POD.
- b. To receive delivery of the SNS medications from the County courier, to secure said medications, and prepare the site designated by the Provider as a Closed POD for dispensing of the medications.

- c. To assume responsibility for dispensing medications to those individuals identified by Provider as eligible to receive medications and to dispense the medications using the Provider's trained staff at a site chosen by the Provider. County does not assume any liability for Provider's actions to dispense medications at Provider's Closed POD site.
- d. To dispense medications under the supervision of licensed medical personnel.
- e. To provide training and education to all Provider staff that will be utilized in dispensing operations, as needed.
- f. To not charge individuals for medications or administration of medications that have been provided through this Agreement, except as permitted by the State of Missouri or the CDC.
- g. To participate in County sponsored dispensing training/education opportunities if available.
- h. To provide emergency point of contact information to ensure timely notification of the Provider in the event of a public health emergency.
- i. To maintain accurate records (inventory) of medications dispensed and then provide those to County upon request.
- j. To secure any unused medications until a time County can make arrangements for retrieval.
- k. To compile and file an after-action report with the County, identifying shortfalls and accomplishments of the operation if requested.

II. The County Agrees:

- a. To provide mass prophylaxis training/education opportunities to identified staff of the Provider, as needed.
- b. To provide pre-event planning and technical assistance, including supply lists, fact sheets, etc.
- c. To conditionally ensure availability of the appropriate amount of medications in a reasonable, timely manner. At the time of the event, County will give Provider depot location and collection hours.
- d. To coordinate with the Provider as outlined in the Saint Louis County Department of Public Health Emergency Plan to the best of their ability.
- e. To supply the Provider with releasable information regarding the public health emergency situation.

- f. To give the Provider consultation and assistance as needed for the given public health emergency.
- g. To make arrangements to collect any unused medications as well as records (inventory) of medications dispensed.
- h. To provide after-action consultation to the Provider.

III. It Is Mutually Agreed That:

- a. Provider is not a HIPAA covered entity for purposes of the activities conducted pursuant to this Agreement. Notwithstanding, Provider will maintain the confidentiality of patients and patient information at all times.
- b. The term of this Agreement shall be from execution through June 30, 2023.
- c. This Agreement can be amended by mutual agreement in writing of both parties at any time and may be terminated by either party upon 60 days' notice in writing to the other party.
- d. This Agreement will not supersede any laws, rules or polices of either party.
- e. This Agreement will go into effect only at the request and direction of the County.
- f. The Provider will be considered a "Closed POD" in that it will not dispense medications to the general public.
- g. The Provider will follow the dispensing directives of the County when dispensing medications pursuant to this Agreement.
- h. Provider acknowledges that County does not train non-medical staff to dispense vaccinations. Provider agrees that, if County provides vaccine doses to Provider to dispense to its employees and their dependents, the Provider will be responsible for (i) utilizing its internal licensed and trained medical staff and/or (ii) contracting, utilizing, and compensating (if required) licensed and trained third party(s), to dispense vaccinations. The Provider will also ensure that the proper vaccine storage and cold-chain requirements are met.
- i. It is understood the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a Closed POD and their staff and/or specific groups would be required to attend a public or open POD operated by the County and not receive any preferential treatment.
- j. The Provider shall in no instance be liable for costs associated with the Mass Prophylaxis Dispensing or for providing funding.

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

Date: _____

By _____

Name Taulby Roach
Title President and CEO

I, Taulby Roach, affirm that I am the President and CEO of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, and that I signed this Contract on behalf of said Agency, by authority of its Board of Commissioners, and that I acknowledged this Contract to be the free act and deed of the said Agency.

St. Louis County Ordinance No. 27,855 (2020)

Date Executed by the County: _____

ST. LOUIS COUNTY, MISSOURI

By _____
County Executive

Attest:

Administrative Director

Approved:

Director, Department of Public Health

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances sufficient to pay the contract sum herein remain in the appropriation account against which this obligation is to be charged.

Accounting Officer

Legal Review: _____

Fiscal Review: _____

ATTACHMENT A
DEFINITIONS

Point of Dispensing (POD): a place where a vaccine, antibiotic or other medication is dispensed quickly to a large group of people.

Closed POD (sometimes called a Private POD): A dispensing site location operated by a private business for a specific population (e.g., nursing home patients) and not open to the general public.

Provider: The private business willing to operate a Closed POD at its site.

Strategic National Stockpile (SNS): A strategic stockpile of medications, medical equipment and supplies controlled by the federal government to be rapidly deployed to respond to public health disasters and communicable disease threats.

**Bi-State Development Agency
Board of Commissioners
Special Meeting
Open Session Agenda Item
January 14, 2021**

From: Jessica Mefford-Miller, Executive Director - Metro Transit
Subject: **Intergovernmental Agreement between the City of St. Louis and Bi-State Development**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director - Metro Transit

Objective:

To present to the Board of Commissioners, a request to enter into an Intergovernmental Agreement (Agreement) between the City of St. Louis (**the City**) and Bi-State Development (**BSD**), to conduct the Northside-Southside Corridor Technological Alternatives Analysis (**AA Study**). This alternatives analysis of high-capacity public transit options in the Northside-Southside corridor will be funded by the City and will be jointly managed by the City and BSD under the terms of the Agreement, in order to ensure operational continuity with the existing transit network and future transit service plans.

Committee Disposition:

This item has not been presented to any Committee: however, due to the timing of the commencement of the Project, the President and CEO has placed this item on the Agenda for the Board of Commissioners' Special Meeting on January 14, 2021.

Background:

Concepts of a high-capacity transit corridor traversing St. Louis from north to south have been studied by the region for roughly two decades, with the most recent analysis focusing solely on light rail. Since Northside-Southside was originally conceptualized, the range of transit solutions (including modes and technology) have rapidly evolved, making a thorough examination of transit options a vital step toward ensuring that the region can implement high-capacity, best-in-class transit in this corridor with the maximum benefit to the public.

The last formal examination of this corridor, the Northside-Southside Conceptual Design Study, was completed in 2018 with an analysis of light rail investment that concluded the capital costs of the project would likely range between \$942M and \$947M to construct, with an additional \$24M required for annual operations and maintenance. It also concluded that the current local revenue streams combined with the maximum allowable federal cost share would be inadequate to build, operate, and maintain this new light rail line. These cost constraints contribute to the reexamination of the corridor, with a renewed focus on mobility solutions that will deliver high-quality transit that is financially sustainable.

The 2018 study also recommended minimum operating segment (**MOS**) running along dedicated lanes in the following corridor within the City of St. Louis: Grand Blvd. and Natural Bridge Road in the north through downtown St. Louis to Chippewa Street and Jefferson Avenue in the south. While this study will start from the assumption that the MOS and station locations will remain

largely the same as selected in 2018, less capital intensive alternatives could extend the project length. The chosen transit mode for this corridor influences the scope of an environmental assessment, and therefore an examination of the emerging mobility technologies must occur before the project can proceed with an environmental impact study.

Analysis:

In August 2020, the City issued a Request for Qualifications (**RFQ**) for an analysis that will explore alternatives for the expansion of public transit within the Northside-Southside corridor. Staff members from the City's Bureau of Public Service, Planning and Urban Design Agency, and Department of Streets comprised the formal review committee and voting body for selecting a consultant team for this study. Metro Transit management aided in the review of the RFQ responses, offering context and advice to help the City's review committee reach their decision.

The City has collected revenue since its citizens voted in 2017 to pass Proposition 1, a ballot measure that imposed a one half of one percent economic development sales tax to support transit (as well as other related items), and which includes the AA Study. Therefore the City will enter into contract and fund all costs and fees related to the consultant team selected to provide professional engineering and transportation planning services to conduct, prepare, and deliver the AA Study. BSD will serve as primary administrator of the study, handling activities such as: fulfilling data requests from consultant; scheduling and convening internal reviews of consultant's interim deliverables; coordinating the communication of materials between consultant, City, and BSD staff. The Agreement provides the basic framework for cooperation between the City and BSD to execute the project administration of the AA Study in an efficient manner.

Board Action Requested:

Management recommends that the Board of Commissioners approve a request to enter into an Intergovernmental Agreement (Agreement) between the City of St. Louis (the City) and Bi-State Development (BSD), to conduct the Northside-Southside Corridor Technological Alternatives Analysis (AA Study).

Funding Source:

No funding request is made for this matter. Metro Transit staff time and resources will be committed as part of the Agreement, as part of the normal course of business for projects of this nature.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING THE PRESIDENT AND CEO TO ENTER INTO
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ST. LOUIS AND THE BI-STATE DEVELOPMENT AGENCY
TO CONDUCT THE NORTHSIDE-SOUTHSIDE CORRIDOR
TECHNOLOGICAL ALTERNATIVES ANALYSIS (AA STUDY)**

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, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, concepts of a high-capacity transit corridor traversing St. Louis from north to south have been studied by the region for roughly two decades, with the most recent analysis focusing solely on light rail; and

Whereas, since Northside-Southside was originally conceptualized, the range of transit solutions (including modes and technology) have rapidly evolved, making a thorough examination of transit options a vital step toward ensuring that the region can implement high-capacity, best-in-class transit in this corridor with the maximum benefit to the public; and

Whereas, in August 2020, the City issued a Request for Qualifications (RFQ) for an analysis that will explore alternatives for the expansion of public transit within the Northside-Southside corridor; and

Whereas, staff members from the City’s Bureau of Public Service, Planning and Urban Design Agency, and Department of Streets comprised the formal review committee and voting body for selecting a consultant team for this study, and Metro Transit management aided in the review of the RFQ responses, offering context and advice to help the City’s review committee reach their decision; and

Whereas, the City has collected revenue since its citizens voted in 2017 to pass Proposition 1, a ballot measure that imposed a one half of one percent economic development sales tax, to support transit (as well as other related items), and which includes the AA Study; and

Whereas, Metro Transit staff time and resources will be committed as part of the Agreement, as part of the normal course of business for projects of this nature; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into an Intergovernmental Agreement between the City of St. Louis and the Bi-State

Development Agency, to conduct the Northside-Southside Corridor Technological Alternatives Analysis (AA Study), in accordance with the terms and conditions described herein.

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

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

Section 2. Approval for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to execute an Intergovernmental Agreement between the City of St. Louis and the Bi-State Development Agency, to conduct the Northside-Southside Corridor Technological Alternatives Analysis (AA Study), 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), substantially 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 and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect these Agreements, with the necessity and desirability of such changes, modifications, insertions and omissions 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 Agreement 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. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the City of St. Louis.

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

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

Section 9. 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 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 14th day of January, 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

Open Session Item 4

Attachment a.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is entered into as of this ___ day of _____, 2021, by and between the City of St. Louis, Missouri (“City”) and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Agency”). City and Agency are, at times, individually referred to as a “Party”, and collectively referred to as “the Parties.”

WHEREAS, Agency, is an interstate transportation authority created by a joint compact between the States of Missouri and Illinois, codified at Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45, Section 100/1 et seq. of the Illinois Compiled Statutes (jointly referred to herein as the “Compact”), authorized to plan, construct, operate and maintain passenger transportation facilities and transit terminal facilities in the Greater St. Louis area in Missouri and Illinois;

WHEREAS, City, as a local municipality, has the land use planning and regulatory authority under State Law for the geography of the locally preferred alternative (LPA) of the Northside-Southside Transit Corridor project;

WHEREAS, City and Agency desire to cooperate in certain aspects of the study, analysis, planning, design, development, construction, and operation of a high-capacity transit line, pursuant to the results of the 2018 Conceptual Design Study of the Northside-Southside Transit Corridor;

WHEREAS, City has collected revenue since citizens voted in 2017 to pass Proposition 1, a ballot measure that imposed a one half of one percent economic development sales tax to support transit – amongst other items – including this Northside-Southside Corridor Technological Alternatives Analysis (“AA Study”).

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

1. **Purpose: Project Administration.** This Agreement is entered into by the Parties to provide for the administration of third party professional engineering and transportation planning services to conduct, prepare, and deliver this AA Study. The City issued a Request for Qualifications, dated August 11, 2020, seeking a consultant to provide professional engineering and transportation planning services to conduct, prepare, and provide the AA Study and will enter into a contract with the selected consultant for these services. Agency shall be named as a third-party beneficiary in any and all contracts for AA Study services, with all legal rights associated with that status, including the right to enforce the contract. Agency will serve as primary administrator of the AA Study, handling activities included but not limited to: organizing and fulfilling data requests from consultant; scheduling internal reviews and other convening to review consultant work products; coordination of communication materials between consultant, City, and Agency communication staff; other coordination or review tasks that arise. City shall be privy to all communication related to the AA Study as they wish, and should be included on communications even if they are not bearing primary responsibility for executing a given task. City and Agency reserve the right to expand or change the relevant staff from each party to be involved throughout different

phases of the AA Study and shall communicate the staff participation changes to the PM from selected consultant team.

2. **Funding.** City shall provide all funds needed for the AA Study. City represents and warrants that it has appropriated, allocated, and budgeted sufficient funding resources to fund the AA Study. It is understood by both Parties that any AA Study costs submitted by hired third party consultant shall be the responsibility of City. The Agency shall not be liable for providing any funding for the AA Study, aside from the staff time required for the purposes of supporting the AA Study. The AA Study costs will be invoiced on a monthly basis (or timeframe otherwise agreed upon by all parties), with Agency verifying charged activities for the City to then approve and pay.

3. **Cooperation.** This Agreement is intended to address specific actions of the parties towards the execution and funding of the AA Study and to provide a basic framework for cooperation of the Parties towards its completion.

4. **Approvals.** City and Agency shall have the collective responsibility for final approval of the AA Study, insofar as it results in any modifications to recommended technology or propulsion mechanisms, alignment, siting of stations, and connected transit services.

5. **Term of Agreement; Termination.** This Agreement shall commence on the date hereof and shall continue until the earliest of: (a) the date that the AA Study is completed to the reasonable satisfaction of City and Agency; (b) the date that this Agreement is mutually terminated; (c) the date that this Agreement is terminated in accordance with this Section. Either Party may terminate this Agreement for any reason by providing at least 90 days prior written notice to the other Party. Termination will not affect City's responsibility to pay all professional services costs associated with the AA Study. In the event of an early termination, City shall turn over to the Agency all files, documents, memoranda, and other materials relating to the AA Study and all work product produced in connection with this engagement of any kind and nature whatsoever so that the Agency may pursue alternate funding for the completion of the AA Study.

6. **Default and Remedies.**

(a) Subject to the Parties' early termination rights in this Agreement, either Party may terminate this Agreement if the other Party is at fault for a substantial breach of a provision of this Agreement.

(b) When one Party believes that the other has substantially breached a provision of this Agreement, such Party shall deliver written notice of such breach. The other Party shall have thirty (30) calendar days after receipt of such written notice to cure the described breach, or to commence and proceed with efforts to cure such breach. In the event such cure of the breach, or efforts to cure, are not carried out or undertaken within the applicable cure period, the Party providing notice of breach shall have the right to terminate this Agreement by providing written notice of termination.

(c) In the event City or Agency elects to terminate the Agreement as provided above, City will be required to turn over to the Agency all files, documents, memoranda, and other materials relating to the AA Study and all work product produced in connection with this engagement of any kind and nature whatsoever so that the Agency may pursue alternate funding for the completion of the AA Study.

(d) In the event City or Agency elects to terminate the Agreement as provided above, Agency relieves City of all responsibility for any further AA Study activities, provided the termination will not affect City's responsibility to pay all professional service costs for the AA Study. City shall also be responsible for the amounts of any damages incurred by Agency as a result of City's failure to perform, which offset shall not prejudice the right of Agency to recover additional damages or to exercise any other remedy at law or in equity.

7. **No Assignment.** No party to this Agreement shall assign the Agreement as a whole or part without the written consent of the other parties, nor shall any party assign any monies due or to become due hereunder without the previous written consent of the other party.

8. **Third Party Beneficiaries.** Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in the Agreement (either express or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

9. **Reporting.** City and Agency, acting in concert, shall be responsible for presenting appropriate management information and analysis to their respective Boards, provided that Agency and City shall cooperate in preparing any information for presentation to their respective Boards.

10. **Relationship between the Parties.** The Parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

11. **Indemnification.** To the extent permitted by applicable law, each party ("Indemnitor") shall indemnify and hold harmless the other party, including any of their affiliated entities and their respective commissioners, boards, members, managers, trustees, employees, officers, shareholders, agents and partners, successors and assigns, from and against any and all claims, or suits for damages, liability, loss, expenses, causes of action and judgments (including, but not limited to, reasonable attorneys' fees and legal expenses in connection with defending against any such action, suit or claim) arising from any wrongful or negligent act or omission or breach of this Agreement by the Indemnitor or its affiliated entities, boards, members, managers, trustees, employees, officers, shareholders, agents, partners, successors, or assigns.

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

If to Agency:

Bi-State Agency of the Missouri-Illinois Metropolitan District
One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, MO 63102
Attention: Metro Transit Executive Director and Bi-State Development
President & CEO

With copy to: General Counsel
Email: baenneking@bistatedev.org

If to City:

City of St. Louis
St. Louis City Hall
Room 301
1200 Market Street
St. Louis, MO 63103
Attention: Board of Public Service President

Email: bradleyr@stlouis-mo.gov

With copy to: _____

13. **Counterparts; Facsimile, Electronic Transmittal.** This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement may be signed and transmitted electronically; the signature of any person on an electronically transmitted copy hereof shall be considered an original signature; and an electronically transmitted copy hereof shall have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic copy of this Agreement shall be re-executed in original form. No party hereto may raise the use of electronic mail or the fact that any signature was transmitted through the use of electronic mail as a defense to the enforcement of this Agreement.

14. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the parties hereto.

15. **Entire Agreement.** The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and that no

other agreements or representations other than those contained in this Agreement have been made by the parties.

16. **Amendment and Modifications**. Any amendment or modification of this this Agreement may only be authorized by written agreement of the parties hereto.

17. **Severability**. In the event that any one or more provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

Signatures page follow

IN WITNESS WHEREOF, Agency and City have executed this Agreement as of the day and year first above written.

CITY OF ST. LOUIS, MISSOURI

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

By: _____

By: _____

Title: _____

Title: _____

Open Session Item

5

**Bi-State Development Agency
Board of Commissioners Special Meeting
Open Session Agenda Item
January 14, 2021**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development – Mid-America St. Louis Airport MetroLink Extension**
Disposition: Approval
Presentation: Taulby Roach, President & Chief Executive Officer; Christopher Poehler, Asst. Executive Director – Engineering Systems

Objective :

To present to the Board of Commissioners for approval, a request to enter into an Intergovernmental Agreement (Agreement) between the St. Clair County Transit District (SCCTD) and Bi-State Development (BSD), for the design and construction of the MetroLink Extension from Shiloh-Scott Station to MidAmerica St. Louis Airport in Mascoutah, Illinois (Project).

Committee Disposition:

This item was postponed at the Board of Commissioners' Special Meeting on August 27, 2020, to allow additional time to negotiate and finalize the proposed Agreement.

Background:

St. Clair County and the Federal Transit Administration funded a MetroLink expansion in Illinois in the late 1990's. The original plan was to extend the system from the existing terminus in East St. Louis to MidAmerica Airport. The design for the project was completed, but in 2003 available funding restricted construction to a terminus at the Shiloh-Scott Station - approximately 5 miles short of the designed terminus at the MidAmerica Airport.

In 2019, the state of Illinois enacted the Rebuild Illinois Capital Plan which included \$96M for the design and construction of the MetroLink extension from the Shiloh-Scott Station to Mid-America Airport. The state funding for the Project, which includes the MetroLink extension, an access road and a bike path, will flow from IDOT to the SCCTD. In order to promptly utilize the state funds, SCCTD has commenced the Project thereby necessitating an Agreement between SCCTD and BSD.

Analysis:

As significant time has passed since the original designs were completed, and there have been some improvements made along the proposed MetroLink alignment, the plans and associated environmental clearances will need to be updated before entering into construction. Once the Project is completed and accepted by BSD, the ownership of the newly constructed system extension will be transferred from SCCTD to BSD. The complete execution of the Project will take several years.

SCCTD will be responsible for all costs associated with the design and construction of the Project from initiation until the Project has been fully approved by BSD and the Illinois State Safety Oversight to operate as part of the MetroLink system. Once the Project is conveyed to BSD, the operational responsibility and associated costs will be absorbed into the existing MetroLink system.

SCCTD worked with the BSD Engineering & Procurement departments to procure and contract the design services for the Project. SCCTD will hold the contracts for the design and construction of the Project. SCCTD has also entered into a separate contract with a firm to serve as Project Managers for the District. Under the proposed Agreement, BSD staff will work with SCCTD staff and consultants during the implementation of the Project. BSD staff will be fully involved in the design and construction process to ensure compatibility with the existing MetroLink system. BSD staff will attend progress meetings, review plans, approve construction submittals, when required, and perform site inspections during the construction phase. Once the construction phase has been completed, BSD will work with SCCTD to complete the testing phase. Upon final signoff of the testing phase, BSD will perform staff training functions and simulated service until the system is prepared to initiate revenue service.

The parties negotiated the reimbursement of costs for the use of BSD staff time during the Project. After numerous detailed discussions, it was agreed that upon acceptance of the Project, SCCTD will reimburse BSD a lump sum amount of \$2,000,000 for the cost of staff time expended during the execution of the Project.

Board Action Requested:

Management recommends that the Board of Commissioners approve the request to authorize the President & CEO to execute an Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development for services associated with the Project extending MetroLink from Shiloh-Scott Station to MidAmerica Airport.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ST. CLAIR COUNTY TRANSIT DISTRICT AND
THE BI-STATE DEVELOPMENT AGENCY, FOR A PROJECT
EXTENDING METROLINK FROM SHILOH-SCOTT STATION
TO MID AMERICA AIRPORT**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, no Board Policy applies; however, Section 5 of the “Intergovernmental Cooperation Act,” 5 Ill. Comp. Stat. 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

Whereas, St. Clair County and the Federal Transit Administration funded a MetroLink expansion in Illinois in the late 1990’s. The original plan was to extend the system from the existing terminus in East St. Louis to MidAmerica Airport. The design for the project was completed, but in 2003 available funding restricted construction to a terminus at Shiloh-Scott Station - approximately 5 miles short of the designed terminus at the MidAmerica Airport; and

Whereas, in 2019, the state of Illinois enacted the Rebuild Illinois Capital Plan which included \$96M for the design and construction of the MetroLink extension from Shiloh-Scott Station to MidAmerica Airport, including an access road and bike path (the “Project.”). The state funding for the Project will flow from IDOT to the SCCTD; and

Whereas, in order to promptly utilize the state funds, SCCTD has commenced the Project thereby necessitating an Agreement between SCCTD and BSD; and

Whereas, SCCTD will be responsible for all costs associated with the design and construction of the Project from initiation until the Project has been fully approved by BSD and the Illinois State Safety Oversight to operate as part of the MetroLink system. Once the Project is conveyed to BSD, the operational responsibility and associated costs will be absorbed into the existing MetroLink system; and

Whereas, the parties negotiated the reimbursement of costs for the use of BSD staff time during the Project, and after numerous detailed discussions, it was agreed that upon acceptance of the Project, SCCTD will

reimburse BSD a lump sum amount of \$2,000,000 for the cost of staff time expended during the execution of the Project, and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into an Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development for services associated with the Project extending MetroLink from Shiloh-Scott Station to MidAmerica Airport, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to execute an Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development for services associated with the Project extending MetroLink from Shiloh-Scott Station to MidAmerica Airport, 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 Intergovernmental Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially 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 and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect these Agreements, with the necessity and desirability of such changes, modifications, insertions and omissions 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 Agreement 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. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the St. Clair County Transit District.

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

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

Section 9. 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 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 14th day of January, 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

Open Session Item 5
Attachment a.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is entered into as of this ___ day of _____, 2021, by and between the St. Clair County Transit District (“SCCTD”) and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Agency”). SCCTD and Agency are, at times, individually referred to as a “Party”, and collectively referred to as “the Parties.”

WHEREAS, Agency, is an interstate transportation authority created by a joint compact between the States of Missouri and Illinois, codified at Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45, Section 100/1 et seq. of the Illinois Compiled Statutes (jointly referred to herein as the “Compact”), authorized to plan, construct, operate and maintain passenger transportation facilities and rail terminal facilities; and operates a light rail system in Missouri and Illinois (“MetroLink” and “MetroLink System”);

WHEREAS, SCCTD, as a local mass transit district created pursuant to Chapter 70, Section 3610/2 et seq., of the Illinois Compiled Statutes, is a municipal corporation authorized to acquire, construct, own, operate and maintain mass transit facilities for public service or to subsidize the operation thereof; to acquire private property which is necessary for the purposes of the district by eminent domain; and to contract for public mass transportation with an interstate transportation authority;

WHEREAS, SCCTD and Agency desire to cooperate in certain aspects of the development, acquisition, design, construction, and operation of a light rail transit line to extend the current MetroLink line in Illinois from the Shiloh–Scott Station, located in Shiloh, Illinois, to MidAmerica St. Louis Airport (“MidAmerica”) as well as the construction of a Roadway and Bike Trail adjacent to the MetroLink extension (the “Project”).

WHEREAS, SCCTD was awarded \$96M from the State of Illinois in 2018 for the design and construction of the Project (“IDOT Grant”) and Agency is not contributing any funds for construction or acquisition.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

1. Purpose; Project Ownership.

(a) This Agreement is entered into by the Parties to provide for the development, acquisition, design, construction, and operation of the Project. SCCTD will have all right, title and interest in the Project until the Project is accepted for operation by Agency as provided in Section 6, unless as otherwise provided by this Agreement. The Agency shall own all right, title and interest to MetroLink system portion of the Project upon acceptance for operation by Agency. SCCTD shall own all right, title and interest to the Bike Trail portion of the Project upon completion. The Agency shall not interfere with the design or construction of the Bike

Trail or Roadway except when it intersects with the light rail line portion of the project.

(b) Notwithstanding Par. 6 below, acceptance of this project for ownership by the Agency and with it full responsibility for control, operation and maintenance of the project (the extension of light rail to MidAmerica Airport) is mandatory by the Agency and an intentional expectation of this agreement conditioned on SCCTD and its agents designing and constructing the project to the criteria and operating standards in effect for the existing Bi-State light rail system as of Sept. 1, 2020 unless altered by state or federal law or by agreement of the parties. Upon becoming aware of any issue that may cause non-acceptance the Agency is obligated to immediately and/or within 5 business days notify SCCTD of that issue. The Agency is obligated to cooperate in good faith with SCCTD to achieve the goal of acceptance and shall not unreasonably withhold timely acceptance.

2. Funding. The Agency shall provide the District with the Illinois Allocation funding for design, safety certification, testing and start-up operations of the Project. The IDOT Grant funding received by St. Clair County shall be used for construction of the project and as determined by SCCTD. SCCTD shall follow FTA regulations for the design phase of the contract.

3. Agency Cost Reimbursement. The Agency shall be reimbursed for certain costs of their employees, overhead and expenses for Agency in support of design and construction, testing and start-up of the Project. Agency shall be reimbursed a total of \$2,000,000.00 after the Agency accepts the Project.

4. Cooperation. This Agreement is intended to address specific actions of the parties towards the execution and funding of the Project and to provide a basic framework for cooperation of the Parties towards its completion.

5. Term of Agreement; Termination. This Agreement shall commence on the date hereof and shall continue until the earliest of: (a) the date that the Project is completed to the reasonable satisfaction of SCCTD; (b) the date that this Agreement is mutually terminated; (c) the date that this Agreement is terminated in accordance with this Section. SCCTD may terminate this Agreement for any reason by providing at least 90 days prior written notice to the other Party. Agency may only terminate if SCCTD refuses to provide a project that does not meet the standards of acceptance as defined herein.

6. Acceptance of Project by Agency.

(a) Agency shall be required to accept the MetroLink portion of the Project for operation upon successful completion of all of the following: (i) construction certified as Substantially Complete, as defined below; (ii) safety certification is successfully completed; (iii) testing and start-up activities are certified complete; and (iv) Safety State Oversight has signed off on the Project for operation.

(b) Substantial Completion is defined to mean and take into account the situation when the construction phase of the MetroLink portion of the Project is sufficiently complete

so that Agency can occupy and operate the Project to perform testing and start-up activities. SCCTD shall notify Agency of their intent to issue substantial completion for each of the construction contracts. Agency shall agree to accept substantial completion or shall provide, in writing to SCCTD within five business days of notification of intent to issue, any perceived reasonable deficiencies that would have an effect on the Agency's ability to safely operate the system. Upon remedy of deficiencies as determined by SCCTD, the Agency shall accept substantial completion.

(c) Upon acceptance of the MetroLink portion of the Project, SCCTD shall turn over to the Agency all files, drawings, calculations, computer files, documents, memoranda, and other materials relating to the MetroLink portion of the Project and all work product produced in connection with this engagement of any kind and nature whatsoever.

7. Design Phase.

(a) Environmental Documentation and Design Services Contract. SCCTD and the Agency procured the contract with WSP to perform NEPA Environmental Documentation and Design Services for the Project ("Design Services"), in accordance with FTA and IDOT Guidelines.

(b) Design Review and Acceptance of Design Plans. The Agency will assist SCCTD in the review and acceptance of Design Plans are consistent with MetroLink design standards at design milestones, attached hereto and incorporated herein as Exhibit A. The Agency and SCCTD will adhere to the reasonable review durations established for each Design Submittal by SCCTD. Review durations will be based on the magnitude and complexity of each specific Design Submittal. In no instance shall review durations exceed 30 working days. The Agency shall assist SCCTD to ensure that Design Plans are consistent with MetroLink design standards.

(c) The Agency shall provide design reviews of the Design Submittal in accordance with the timelines dictated by SCCTD. Agency shall be liable for any costs from changes to the MetroLink Portion of the Project that are requested by the Agency and do not directly relate to the operation of the MetroLink.

(d) The Bi-State Development Agency of the Missouri-Illinois Metropolitan District shall be listed as a third party (3rd) beneficiary in any and all contracts for construction phase services and any other professional services required for the construction of the Metro-link portion of the Project, with all legal rights associated with that status.

(e) The Agency understands that time is of the essence for this project and will make every reasonable effort to respond to all issues in a timely way so as to cause no delay in the project schedule.

8. Construction Phase.

(a) Construction Contract(s). SCCTD shall procure and execute the contracts for construction phase services and any other professional services required for the construction phase of the Project, in accordance with SCCTD Procurement Policy and following IDOT regulations.

(b) Construction Review and Oversight. The Agency will assist SCCTD in the review and acceptance of construction of the Project. The Agency will have access to the Project during construction upon approval of SCCTD. Upon request, Agency shall assist SCCTD with the satisfactory resolution of construction-related issues in a timely manner so and to avoid or minimize delays in the Project schedule.

(c) The Bi-State Development Agency of the Missouri-Illinois Metropolitan District shall be listed as a third-party beneficiary in any and all contracts for construction phase services and any other professional services required for the construction phase of the Project, with all legal rights associated with that status.

(d) The Agency understands that time is of the essence for this project and will make every reasonable effort to respond to all issues in a timely way so as to cause no delay in the project schedule.

9. Testing and Startup Operations Phase. The Agency is responsible for testing and startup operations phase services and any other professional services required for the testing and startup operation phase of the Project. SCCTD shall provide support during testing and startup operations. Agency understands time is of the essence and will make every reasonable effort to prosecute the system testing and start-up operations tasks within 4 months.

10. Roadway and Bike Trail.

(a) Agency understands and acknowledges that a portion of the Bike Trail will be on property owned by Bi-State who hereby authorizes access to SCCTD and its agents for purposes of design, engineering and construction of that Bike Path.

(b) SCCTD will manage, operate, and maintain the Bike Path at no cost to Agency.

11. MetroLink System Specifications. The Parties agree and understand that, to the extent permitted by law and IDOT rules and regulations, and insofar as practicably possible, the design and construction specifications for the MetroLink System portion(s) of the Project shall match and be compatible with the current MetroLink equipment, specifications, and operations and reflect the same level of design, construction, quality, and performance.

12. Acknowledgement of Capital Funding. SCCTD has secured funding for the extension of light rail to MidAmerica Airport, an adjoining joint use path and a frontage road

from the State of Illinois. Expenditures of said funds shall be consistent with guidelines established by the Illinois Department of Transportation. As the project is not funded with federal dollars it is exempt from all rules and regulations required by the federal funding process and regulations.

Bi-State has established a financial plan for the distribution of CARES Act funding secured through the FTA 5307 program. That plan spread the draw of the CARES Act expenditure over several months to stabilize the operating profile with the expectation of maintaining a full operation schedule in the midst of the pandemic. However, as SCCTD receives State and local funding for operations the financial plan includes a comparable credit to account for that funding in the equitable distribution of CARES Act monies. This credit is funded by Bi-State with 35.6 million dollars through the CARES Act segregated to an account which is now established and titled the Illinois Allocation, These funds shall only be expended with the concurrence of SCCTD.

The purpose of this provision is to recognize that the use of Illinois Allocation for the funding of this project and that it is fully eligible to receive CARES Act funding within the financial plan of Bi-State if requested by SCCTD.

13. No Assignment. No party to this Agreement shall assign the Agreement as a whole or part without the written consent of the other parties, nor shall any party assign any monies due or to become due hereunder without the previous written consent of the other party.

14. Third Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in the Agreement (either express or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15. Relationship between the Parties. The Parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

16. Labor. A Project Labor Agreement shall be utilized to the fullest extent allowed by law for construction.

17. Indemnification. To the extent permitted by applicable law, each party (“Indemnitor”) shall indemnify and hold harmless the other party, including any of their affiliated entities and their respective commissioners, boards, members, managers, trustees, employees, officers, shareholders, agents and partners, successors and assigns, from and against any and all claims, or suits for damages, liability, loss, expenses, causes of action and judgments (including, but not limited to, reasonable attorneys’ fees and legal expenses in connection with defending against any such action, suit or claim) arising from any wrongful or negligent act or omission or breach of this Agreement by the Indemnitor or its affiliated entities, boards, members, managers, trustees, employees, officers, shareholders, agents,

partners, successors, or assigns.

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

If to Agency:

Bi-State Agency of the Missouri-Illinois Metropolitan District
One Metropolitan Square
211 North Broadway, Suite 700
St. Louis, MO 63102
Attention: President & CEO

With copy to: General Counsel
Email: baenneking@bistatedev.org

If to SCCTD:

Ken Sharkey, Managing Director
St. Clair County Transit District
27 North Illinois
Belleville, IL 62220
Attention: [TBD]

With copy to: [TBD]

19. Counterparts; Facsimile, Electronic Transmittal. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement may be signed and transmitted electronically; the signature of any person on an electronically transmitted copy hereof shall be considered an original signature; and an electronically transmitted copy hereof shall have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic copy of this Agreement shall be re-executed in original form. No party hereto may raise the use of electronic mail or the fact that any signature was transmitted through the use of electronic mail as a defense to the enforcement of this Agreement.

20. Binding Agreement. This Agreement shall be binding and inure to the benefit of the parties hereto.

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

22. Amendment and Modifications. Any amendment or modification of this this Agreement may only be authorized by written agreement of the parties hereto.

23. Severability. In the event that any one or more provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

24. Jurisdiction of Litigation The parties agree that should litigation be required that Illinois law shall be used to interpret any statute, regulation, contract, rule or dispute between the parties and that jurisdiction for said litigation will be in either Saint Clair County, Illinois or the Southern District of Illinois.

IN WITNESS WHEREOF, Agency and SCCTD have executed this Agreement as of the day and year first above written.

ST. CLAIR COUNTY TRANSIT
DISTRICT

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

By: _____

By: _____

Title: _____

Title: _____