



Board of Commissioners
Special Meeting
(Virtual Meeting)
January 22, 2021
8:30 AM

Open Session Agenda



Notice of Meeting and Agenda

**Bi-State Development
Board of Commissioners
Special Meeting
(Virtual Meeting)
Thursday, January 22, 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. Intergovernmental Agreement between the City of St. Louis and Bi-State Development (Resolution #1107)	Approval	J. Mefford-Miller
4. Adjournment	Approval	Chair Windmiller

Open Session Item

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**Bi-State Development Agency
Board of Commissioners
Special Meeting
Open Session Agenda Item
January 22, 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 provide supplemental information per the request of the Board of Commissioners regarding the cost of BSD personnel time necessary to support the Northside-Southside Corridor Technological Alternatives Analysis (AA Study).

Background:

The City and its partners aspire to make a high-performance, user-friendly Northside-Southside transit corridor a reality for today's residents, while strengthening tomorrow's economic prospects. This AA Study will build on information contained in previous work, while providing a more complete assessment of areas that previous documents did not explore. Alternatives analysis is a process for evaluating the costs, benefits, and impacts of transportation improvements in a corridor. This AA Study will examine a range of routes and modes for service in the Northside-Southside Corridor, developing and comparing several conceptual alternatives and their associated benefits and life cycle costs. The final deliverables will help The City advance an effective, competitive transit project for federal funding consideration.

This AA Study will be funded by the City of St. Louis (The City) and will be jointly managed by the City and BSD. 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 handle activities such as: fulfilling data requests from consultant; scheduling and convening internal reviews of consultant's interim deliverables; and coordinating the communication of materials between consultant, City, and BSD staff.

Board Action Requested:

Management recommends that the Board of Commissioners authorize the President & CEO to enter into the Intergovernmental Agreement between the City of St. Louis and Bi-State Development, 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, and will be tracked and charged to this project as part of the normal course of business for projects of this nature. Estimated staff time attributed to this project is approximately \$29,865, detailed as follows:

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Departments	Planning	Planning	Engineering	Transit Assets	Economic Dev.	Executive
Position Category	EVP	Director	Manager	Executive	Executive	ED / VP / AED
Tasks 1 & 2: Project Admin / Inventory of Past Work						
<i>Overall Project: Monthly Meetings</i>	15	12	6		6	15
Kickoff Meeting	1	1	1	1	1	1
Data Inventory and Gathering	12	8	2	1	1	
Review Consultant Products	2	1			1	1
Internal Coordination Mtgs	2	1	1	1	1	2
Task 3: Public Engagement & Interagency Coordination						
Public Meeting / Virtual Forum Participation	12	8			2	8
Stakeholder Coordination / Admin	16	1				
Interagency / Partner Institution Mtgs	10	2			4	8
Review Consultant Products	6	2			2	2
Internal Coordination Mtgs	2	2	1		1	2
Task 4: Goals & Objectives						
Interagency / Partner Institution Mtgs	4	2			2	4
Review Consultant Products	2	2			2	2
Internal Coordination Mtgs	2	2	1	1	2	2
Task 5: Preliminary Alternatives						
Screening Mtg	1	1	1	1	1	1
Design Standards - Technical Input	4	2	6	4	2	2
Review Consultant Products	4	4	2	2	4	4
Internal Coordination Mtgs	2	2	1	1	1	2
Task 6: Detailed Definition of Alternatives						
Operating Plan - Technical Input	2		1	4		2
Conceptual Engineering - Technical Input	2		6			1
Review Consultant Products	4	12	2	2	2	8
Internal Coordination Mtgs	2	2	1	1	1	2
Task 7 & 8: Refinement and Final Recommendations						
Ridership: Technical Input	4					2
Capital Costs: Technical Input	2		8	4		4
Financial Analysis: Technical Input	4		1	1	1	3
Transportation Network Analysis: Technical Input	4	1	2			1
Social, Econ, Environ Analysis: Technical Input	4	2	1		1	1
Review Consultant Products	8	8	8	6	8	8
Alternatives Optimization Mtg	1	1	1	1	1	1
Final Presentations & Recommended Alt. Mtg	8	2			2	8
Internal Coordination Mtgs	2	2	1	1	1	8
Subtotal Estimated Hours	144	83	54	32	50	105
Rate	\$57.64	\$38.90	\$50.30	\$64.40	\$73.40	\$94.18
Subtotal Estimated Costs	\$8,300.16	\$3,228.70	\$2,716.20	\$2,060.80	\$3,670.00	\$9,888.90

Total Estimated Hours = 468 Total Estimated Agency Staff Cost = \$29,864.76
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No Board Policy applies; however, 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.

**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 22nd 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

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: _____