



Operations Committee

Open Meeting

Friday, June 10, 2022 at 8:30 AM

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



Operations Committee - June 10, 2022 - Open Meeting

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Windmiller M. Bennett
2. Roll Call		
3. Public Comment	Information	Chair Windmiller
4. Approval of Minutes of the March 18, 2022 Operations Committee, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes - March 18, 2022 - Operations Committee, Open Meeting - 3		
5. Law Enforcement Services Agreement between Bi-State Development Agency and St. Clair County, Illinois for services provided by the St. Clair County, Illinois Sheriff's Department	Approval	K. Scott
A. Briefing Paper - 9		
B. Law Enforcement Services Agreement with St Clair County Sheriff 2022-2023 - 10		
C. Exhibit A - 21		
6. Cooperation Agreement - Operation and Maintenance of Cortex MetroLink Plaza and Bike Path Located within the Brickline Greenway	Approval	C. Stewart
A. Briefing Paper - 22		
B. Cortex Station OM Agreement - Bi-State-Cortex-GRG - 23		
7. Unscheduled Business	Information	Chair Windmiller
8. Operations Report	Information	C. Stewart
A. Metro Service Performance Summary & Workforce Update - 41		
9. President/CEO Report	Information	T. Roach
10. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
11. Adjournment	Approval	Chair Windmiller

**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
March 18, 2022 at 8:30 AM**

Operations Committee Members participating via Zoom

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

Other Commissioners participating via Zoom

Herbert Simmons
Fred Pestello
Nate Johnson – Joined the meeting at 8:31 a.m.
Sam Gladney
Debra Moore

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Chris Poehler, Assistant Executive Director Engineering Systems
Charles Stewart, Interim Executive Director Metro Transit / Executive VP Organizational Effectiveness

Others participating via Zoom

Brett Runge, ASL Interpreter
Erin Stumpf, ASL Interpreter

- 1. Open Session Call to Order**
8:30 a.m. Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 8:30 a.m.
- 2. Roll Call**
8:30 a.m. Roll call was taken, as noted above.

3. Public Comment

8:31 a.m. Chair Windmiller asked Myra Bennett, Manager of Board Administration, if any public comment cards have been received for today's meeting. No comments were submitted.

4. Approval of the Minutes of the January 28, 2022 Operations Committee, Open Meeting

8:31 a.m. Chair Windmiller noted that the minutes of the January 28, 2022, Operations Committee, Open Meeting were provided in the Committee packet, for review. Being no revisions, a motion to approve the minutes was made by Commissioner Beach and seconded by Commissioner Brown.

The motion passed unanimously.

5. On the Way with ADA: Fixed Route Incentive Program

8:31 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for permanent approval of the On the Way with ADA Program, allowing registered ADA Complementary Paratransit Eligible passengers to use MetroBus and MetroLink for no fare. Charles Stewart, Interim Executive Director Metro Transit, gave an overview of this item, noting that this pilot program began in June 2021, and has been a successful program, with over 600 participants. Chair Windmiller thanked staff for their work on this initiative. A motion to approve this agenda item, as presented, was made by Commissioner Moore and seconded by Commissioner Golliday.

The motion passed unanimously.

6. Contract Modification: Union Station Tunnel Rehabilitation Consultant Services

8:34 a.m. A briefing paper was provided in the meeting materials, requesting that the Committee accept, and refer to the Board of Commissioners for approval, authorization of the President & CEO to approve Contract Modification #5, for the continued design and construction phase services for the Union Station Tunnel, to Modjeski and Masters, in an amount not to exceed \$1,694,165.52, and extend the contract end date to May 1, 2026. Chris Poehler, Assistant Executive Director Engineering Systems, provided an overview of this issue, noting that this project is nearing the end of the design phase. He stated that the Board of Commissioners approved a not-to-exceed amount of \$4,500,000.00 at their September 23, 2016 meeting; however, due to the on-going negotiations with Union Station ownership, it has been necessary to significantly revise the design approach and construction sequencing of the Union Station tunnel project. Mr. Poehler noted that, in addition to completely changing the nature of the repairs, it has become necessary to break the overall scope of work into smaller packages and issue separate early work design and construction packages, while continuing the overall design of the entire tunnel rehabilitation. He stated that this allows for flexibility of the project.

Chair Windmiller stated that it is her understanding that the amount requested is in addition to the amounts previously approved by the Board, and asked for clarification of the funding source for the project. Mr. Poehler stated that the requested funds are in addition to the amount previously approved, noting that the funds would be covered by grant funding and a local match, through Proposition M funding. Commissioner Simmons asked what will happen if the grants are not approved. Mr. Poehler reported that the grant funding has already been approved.

A motion to approve this agenda item, as presented, was made by Commissioner Golliday and seconded by Commissioner Brown. **(Commissioner Gladney abstained from the vote.)**

The motion passed.

7. Single Bid Contract Award – Downtown Tunnel Repairs

8:38 a.m. A briefing paper was provided in the Committee packet, regarding a request for acceptance and referral to the BSD Board of Commissioners for approval, a request that the President & CEO approve the contract for construction for the repairs of the Downtown Tunnel to Kozeny-Wagner, Inc., in an amount not to exceed \$4,377,659.00. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item, noting that on January 14, 2022, Bi-State Development received a sealed bid in response to Solicitation Number 22-SB-277987-DGR-Downtown Tunnel Repairs; however, only one bid from Kozeny-Wagner, Inc. was received in the amount of the \$5,469,690.00, which significantly exceeded the independent cost estimate of \$2,900,000. Since only one bid was received, bid documents allowed staff to convert the solicitation from a Request for Sealed Bids to a Request for Proposal 22-SB/RFP-277987-DGR to allow negotiations to occur between the contractor and BSD staff. Mr. Poehler stated that, during negotiations with the contractor, two major costs were identified that could be reduced: Standpipe Replacement and labor costs associated with the shortened workweek due to track time limitations. He reported that, based on increased flexibility in the workweek and reductions in the cost of the standpipe installation (which allows water to be piped from fire hydrants at the street level down into the tunnel in case of a fire), the contractor's bid was reduced to \$4,377,659.00, which includes a 10% contingency. He noted that staff feels that this bid is fair and reasonable.

Chair Windmiller asked the reasons for the discrepancy in the estimated costs. Mr. Poehler stated that the increased cost is primarily due to manpower and the restrictive time constraints for the project. He added that complicated, challenging projects such as this are often difficult to estimate.

A motion to approve this agenda item, as presented, was made by Commissioner Beach and seconded by Commissioner Brown. **(Commissioner Gladney abstained from the vote.)**

The motion passed.

8. Northside-Southside MOA

8:43 a.m. A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the BSD Board of Commissioners for approval, execution of an Intergovernmental Agreement with St. Louis County and the City of St. Louis regarding the Northside-Southside Corridor Study. President and CEO, Taulby Roach, gave an overview of this item noting that, for the first time in a very long time, there is interest from both St. Louis County and St. Louis City, regarding this project. He noted that there have been two studies related to this project, and a unified engineering group will be combining the results of those studies into one, cohesive study. Mr. Roach noted that all three elected partners are endorsing this project, and it is moving forward in Washington, D.C. He stated that he is excited about the project, and this project will serve to fulfill the needs in North St. Louis County.

Chair Windmiller asked the anticipated time frame for the unification of the study. Mr. Roach estimated the time frame to be 10 months. He added that he is working to meet deadlines for the opportunity for funding for this project. Commissioner Beach asked the anticipated time frame for bidding of the project. Mr. Roach stated that once funding is in place, he anticipates a 90 day time frame for bidding, with the project to be completed within 18-24 months, as there are no complicated tunnels or bridges included in this project.

A motion to approve this agenda item, as presented, was made by Commissioner Johnson and seconded by Commissioner Brown.

The motion passed unanimously.

9. Contract Renewal Negotiations - St. Clair County Transit District

8:49 a.m. President and CEO, Taulby Roach, gave an overview of this item. He noted that St. Clair County is a vital partner to the Agency, and it is time to renew the contract. He stated that there is a need to update the contract, and conversations are being held with the St. Clair County Transit District. Mr. Roach reported that Charles Stewart, Interim Executive Director Metro Transit, and Tammy Fulbright, Executive Vice President and Chief Financial Officer, will be working with St. Clair County Transit District on these negotiations. This item was presented as information only.

10. Unscheduled Business

8:51 a.m. There was no unscheduled business.

11. Operations Report

8:51 a.m. An operations report for Metro Transit was included in the Committee packet. Charles Stewart, Interim Executive Director Metro Transit, provided a summary of the report for the Committee. He noted that the sign-on bonuses and retention bonuses are working, and he is seeing an improvement regarding the workforce shortage. He noted that although the Agency is seeing an increase in new hires, Metro is still down 122 Bus Operators, 7 MetroLink Operators, 52 Call-A-Ride Operators, 9 General Mechanics, 34 Vehicle Mechanics, 10 Electro Mechanics, and 11 Electricians. Mr. Stewart gave an overview of the Performance Summary, noting that a service change will take place in March, whereby there will be a five percent reduction in services.

Commissioner Gladney thanked Mr. Stewart for the report. He asked that, since the employment situation is improving, if there is any indication when Metro Transit may be able to reverse some of the service cuts that have been made. Mr. Stewart stated that the Agency will need to take its time in making those decisions. He noted that the Agency will need to evaluate the changes that have taken place in the region, for example, more people working from home, before making decisions. In addition, Mr. Stewart noted that the current staff has been working many hours of overtime, to make up for the workforce shortage, and that the employees will need some time to rest. Chair Windmiller noted the extremely high gas prices, and asked if the rise in prices will affect the behavior of commuters and encourage use of public transportation. Mr. Stewart stated that, in the past, under normal conditions, when gas prices hit \$4.00 per gallon, there would be an increase in the use of transit; however, these are not normal conditions. He noted that many people are still working from home, and less people are coming downtown. This item was presented as information only.

12. President/CEO Report

9:00 a.m. Bi-State Development President/CEO Taulby Roach addressed the Committee, noting that this week is Driver Appreciation Week. He noted that staff has been going to the various locations, at the start of each shift, to thank the Operators for the job they do, by having breakfast or lunch available for them. He noted that many of the Operators have been working 6-7 days per week to compensate for the workforce shortage, and the Operators need to know that they are supported and appreciated.

Mr. Roach noted that he is excited about the fiscal year 2023 budget, which will be presented at today's Audit, Finance & Administration Committee meeting, and staff has been very responsive to the need for fiscal responsibility. Mr. Roach reported that, with regard to the Northside/Southside project, St. Louis City Mayor, Tishaura Jones, has reported that she has had positive discussions with our partners in Washington, D.C. He noted that he will be presenting all of the fiscal year 2023 information to St. Louis County, St. Louis City and St. Clair County, on an individual basis for approval, in the near future.

13. Call of Dates for Future Board and Committee Meetings

9:04 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Board of Commissioners Meeting:	Friday, April 22, 2022	8:30 AM
Safety & Security Meeting:	Thursday, May 5, 2022	8:30 AM
Operations/Audit, Finance, Administration:	Friday, June 10, 2022	8:30 AM

14. Adjournment to Executive Session – If such action is approved by a majority vote who constitute a quorum, the Committee may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1).

9:04 a.m. Chair Windmiller noted that the only item of business on the Executive Session agenda, is the approval of the January 28, 2022 Executive Session minutes; therefore, if there is no discussion needed regarding these minutes, the Board could choose to approve the minutes in Open Session, and the Executive Session will not be needed.

Commissioner Beach made a motion to approve the minutes of the January 28, 2022, Operations Committee, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Gladney.

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

Terry Beach – Yea
Debra Moore – Yea
Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed unanimously.

15. Adjournment

9:05 a.m. Chair Windmiller asked if there was any further business, being none, Commissioner Moore made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:06 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
June 10, 2022**

From: Taulby Roach, President & Chief Executive Officer
Subject: **Law Enforcement Services Agreement between Bi-State Development Agency and St. Clair County, Illinois for services provided by the St. Clair County, Illinois Sheriff's Department**
Disposition: Approval
Presentation: Kevin Scott – General Manager of Security

Objective:

To present to the Operations Committee, for review and referral to the Board of Commissioners for approval, a Law Enforcement Services Agreement between Bi-State Development and St. Clair County, Illinois for law enforcement services provided by the St. Clair County, Illinois Sheriff's Department.

Background:

The current Law Enforcement Services Agreement with St. Clair County, Illinois is termed as a one (1) year Agreement and expires on June 30, 2022. In preparation, please find our proposed renewal which will commence on July 1, 2022 and shall be for a term of eighteen (18) months, ending on December 31, 2023. Furthermore, the Agreement allows for an additional twelve (12) month term, to commence on January 1, 2024 and terminating on December 31, 2024. This new Agreement reflects no modifications in service levels from the current Agreement. The assigned personnel from the St. Clair County, Illinois Sheriff's Department provide dedicated law enforcement services for MetroLink operations in Illinois.

Analysis:

The engagement of law enforcement services is focused on the enforcement of laws and ordinances relating to MetroLink platforms and light rail vehicles in Illinois, and it is an imperative complement to our overall layered security structure.

Committee Action Requested:

Management recommends that the Operations Committee accept the renewal of the Law Enforcement Services Agreement with St. Clair County, Illinois and forward said Agreement to the Board of Commissioners for approval.

Attachments:

1. Law Enforcement Services Agreement between Bi-State Development and St. Clair County, Illinois for services provided by the St. Clair County, Illinois Sheriff's Department.
2. Exhibit A

Funding Source:

Bi-State Development General Operating Budget

LAW ENFORCEMENT SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE I -TERM

1.1 Term. This Agreement shall commence on July 1, 2022 and shall be for a term of eighteen (18) months, ending on December 31, 2023. This Agreement may be renewed for one additional one-year term, to commence January 1, 2024 and terminate December 31, 2024. The renewal term will be subject to the same terms and conditions as set-forth in this Agreement except compensation for the renewal term will be determined as provided under Section 2.1 of this Agreement.

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

ARTICLE II -COMPENSATION

2.1 Compensation. Bi-State agrees to pay St. Clair County Sheriff's Department, for services provided by the St. Clair County Sheriff's Department as enumerated in this Agreement and illustrated in Exhibit A, an amount not to exceed **\$2,650,086.00** for the period of July 1, 2022 to December 31, 2023. St. Clair County Sheriff's Department shall invoice Bi-State on a monthly basis at the rate outlined in Exhibit A, attached hereto and made a part hereof, provided that for the first month, St. Clair County Sheriff's Department shall provide Bi-State an initial estimate for the first monthly payment by June 1, 2022 so that Bi-State can provide the first monthly payment of that estimated amount in advance by July 1, 2022. Actual cost is at all times subject to verification by an independent outside auditor. Bi-State's auditors may meet semiannually with St. Clair County Sheriff's Department (November and May) to review and reconcile costs, with the necessary adjustments being made to the payment schedule. At least thirty (30) days prior to the commencement of the renewal term, St. Clair County Sheriff's Department shall provide Bi-State the annual deputy service costs for January 1, 2024 through December 31, 2024 in the format set forth in Exhibit A.

2.2 Time and Manner of Payment. Bi-State shall pay St. Clair County Sheriff's Department monthly in accordance with the terms and schedules attached hereto as Exhibit A, provided that Bi-State shall provide the first monthly payment in advance by July 1, 2022 in the amount of \$147,227.00 the initial estimate provided by St. Clair County Sheriff's Department in accordance with Section 2.1 above. In addition, the St. Clair County Sheriff's Department shall submit monthly invoices for the expenses incurred by the St. Clair County Sheriff's Department beyond normal or ordinary expenses or for expenses incurred in carrying out the duties prescribed hereunder other than during normal scheduled hours that have been discussed with and approved by Bi-State in advance and that are verified by written documentation regarding the amount, nature, and justification for same. The scheduled monthly payments are based upon each deputy sheriff being present for duty full time for two-hundred twenty (220) days annually at eight (8) hours per shift, or one-hundred forty-seven (147) days annually at twelve (12) hours per shift. The actual time on duty as documented pursuant to Section 3.1 of this Agreement shall be reviewed between the parties on a quarterly basis until the expiration of this Agreement. If, following the quarterly reviews and reconciliations, it is determined that the St. Clair County Sheriff's Department deputies did not work the appropriate number of hours based upon such rate of availability, then a proportionate adjustment to the compensation shall be made by a reduction in the next following month's scheduled payment. In the event, however, that there are no further payments due from the St. Clair County Sheriff's Department to Bi-State, or if any such remaining payments are insufficient to allow for such proportionate adjustment, then such adjustment, or any portion thereof not able to be adjusted against a remaining payment or payments, shall be reimbursed directly from the St. Clair County Sheriff's Department to Bi-State. If such an

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

2.3 Monthly Payment. St. Clair County Sheriff's Department will bill Bi-State \$147,227.00 monthly for the duration of this Agreement for the normal day-to-day operations of its deputy sheriffs assigned to Bi-State. Overtime will be billed by St. Clair County Sheriff's Department on a monthly basis, as it is approved and incurred, up to \$50,000.00 (see Exhibit A, attached hereto). Any amount over \$50,000.00 must be agreed upon and approved by Bi-State for the duration of this Agreement.

2.4 Average Holiday/Sick Buyout and Related Fringe Costs. St. Clair County Sheriff's Department will bill Bi-State for costs associated with Average Holiday/Sick Buyout and related fringe costs on a monthly basis as costs are incurred up to \$125,000.00 (see Exhibit A, attached hereto).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV -INDEMNIFICATION AND INSURANCE

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

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

Bi-State and St. Clair County agree that, for the purposes of insurance and indemnification, the St. Clair County Sheriff's Deputies administering or implementing any responsibilities or duties relating to the "on- board fare" program of Bi-State, including but not limited to issuing "on-board fare" envelopes shall be considered agents of Bi-State, but only for action taken by deputy sheriffs within the scope of the "on-board fare" program contained in this Agreement, and that Bi-State shall indemnify and hold harmless St. Clair County, to the extent permitted by law, from and against any or all

claims, suits, actions, judgments, fines, penalties, loss, damage, cost or expense, whether direct or indirect, that arises or may arise from any action or activity taken by St. Clair County deputy sheriffs associated with the "onboard fare" program.

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

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

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

ARTICLE V -MISCELLANEOUS PROVISIONS

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

If to Bi-State:

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

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

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

With copy to:

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

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

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

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

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

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

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

BY: _____
Taulby Roach
President & CEO

ATTEST:

Barbara Enneking
General Counsel

Seal:

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

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

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

ATTEST:

Thomas Holbrook
St. Clair County Clerk

Seal:

EXHIBIT A

Bi-State Development Agency
Cost for Deputy Sheriffs Per Month
July 1, 2022 through December 31, 2023

[St. Clair County to provide]

Exhibit A
Bi-State Development Agency
Cost For Deputy Sheriffs per Month
July 1, 2022 through December 31, 2023

Months of Service	Monthly Cost
07/01/22 – 07/31/22	\$147,227.00
08/01/22 – 08/31/22	\$147,227.00
09/01/22 – 09/30/22	\$147,227.00
10/01/22 – 10/31/22	\$147,227.00
11/01/22 – 11/30/22	\$147,227.00
12/01/22 – 12/31/22	\$147,227.00
01/01/23 – 01/31/23	\$147,227.00
02/01/23 – 02/28/23	\$147,227.00
03/01/23 – 03/31/23	\$147,227.00
04/01/23 – 04/30/23	\$147,227.00
05/01/23 – 05/31/23	\$147,227.00
06/01/23 – 06/30/23	\$147,227.00
07/01/23-07/31/23	\$147,227.00
08/01/23-08/31/23	\$147,227.00
09/01/23-09/30/23	\$147,227.00
10/01/23-10/31/23	\$147,227.00
11/01/23-11/30/23	\$147,227.00
12/1/23-12/31/23	\$147,227.00
Total Base Amount 2022-2023	\$2,650,086.00

Overtime Budget \$50,000.00

Average Holiday/Sick Buyout and Related Fringes \$125,000.00

Total Base Amount \$2,650,086.00

Total Law Enforcement Agreement Amount \$2,825,086.00

- The Overtime and Related Fringes Costs estimated to be \$50,000.00 are included in the Total Law Enforcement Agreement Amount, but rather than including it in the monthly invoices, the overtime budget will be drawn down as overtime is incurred and approved.
- The Average Holiday/Sick Buyout and Related Fringes Costs estimated to be \$125,000.00 are also included in the Total Law Enforcement Agreement Amount but will be drawn down as charges are incurred.

**Bi-State Development Agency
Operations Committee
Open Session Agenda Item
June 10, 2022**

From: Darren Curry, Assistant Executive Director Transit Assets
Subject: **Cooperation Agreement for the Operation and Maintenance of Cortex MetroLink Plaza and Bike Path Located within the Brickline Greenway**
Disposition: Approval
Presentation: Charles A. Stewart, Jr., Executive Director Metro Transit

Objective:

To present to the Operations Committee, for review and recommendation to the Board of Commissioners for approval, a Cooperation Agreement for the Operation and Maintenance of Cortex MetroLink Plaza and Bike Path Located within the Brickline Greenway with Cortex and Great Rivers Greenway District (GRG) (the “Agreement”).

Background:

Bi-State Development received a U.S. Department of Transportation (DOT) Transportation Investment Generating Economic Recovery Discretionary Grant (TIGER Grant) for the Central Corridor Transit Enhancement and Job Access Project (TIGER Grant Project). The TIGER Grant Project consisted of three major components: 1) construction of a new Boyle Avenue MetroLink station within the Cortex District; 2) expansion of the existing Central West End MetroLink station; and 3) extension of the GRG regional bikepath between Boyle Avenue and Sarah Street. Agency, Cortex and GRG entered into a Memorandum of Agreement, dated September 14, 2015, for the construction and funding of the Cortex Metrolink Station (the “Station”), the pedestrian plaza (the “Plaza”) and the first segment of the Brickline Greenway Bike Path (the “Greenway”).

Analysis

The construction of the Station, Plaza and Greenway were completed and opened for operations on July 31, 2018. The Agreement provides for the respective responsibilities of Agency, Cortex and GRG for the operation, maintenance, and capital repair of the Station, Plaza and Greenway. The Agency and Cortex will work together to facilitate the operation, maintenance and capital repair of the Plaza. The Agency shall be financially responsible for the operation, maintenance and capital repair of the Plaza. Cortex shall be responsible for contracting for the routine operation and maintenance of the Plaza in a manner which ensures the Plaza shall be kept open to the public. The Agency shall defray the expense for Plaza routine operation and maintenance managed by Cortex. The Agency shall be responsible for the operation, maintenance and capital repair of the Station.

Committee Action Requested:

Management requests that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request to approve the Cooperation Agreement for the Operation and Maintenance of Cortex MetroLink Plaza and Bike Path Located within the Brickline Greenway, with Cortex and the Great Rivers Greenway District.

Attachment:

Cooperation Agreement for the Operation and Maintenance of Cortex MetroLink Plaza and Bike Path Located within the Brickline Greenway.

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.

COOPERATION AGREEMENT
FOR THE
OPERATION AND MAINTENANCE OF CORTEX METROLINK PLAZA AND BIKE
PATH LOCATED WITHIN THE BRICKLINE GREENWAY

THIS COOPERATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022 by and among the **METROPOLITAN PARK AND RECREATION DISTRICT**, d/b/a **THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter “**District**”), **CORTEX**, a Missouri nonprofit corporation, and **CORTEX STATION GREENWAY LLC**, a Missouri limited liability company (hereinafter together with CORTEX, “**Cortex**”) and **THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT** (hereinafter the “**Agency**”), (individually “**Party**” and collectively “**All Parties**”).

WHEREAS, the **District** is engaged in developing and constructing a series of Parks, trails and greenways in the City of St. Louis, St. Louis County and St. Charles County, Missouri; and

WHEREAS, **Agency** is authorized to plan, construct, operate and maintain a public transportation system; to contract with municipal or other political subdivisions for the services or use of any facility owned or operated by the **Agency** or owned or operated by such municipality or other political subdivision; to condemn any and all rights or property necessary for the purposes of the **Agency**; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states or other political subdivisions or agencies, or by the federal government or any agency or officer thereof; to disburse funds for its lawful activities; to contract and be contracted with; and to perform all other necessary and incidental functions; and

WHEREAS, **CORTEX** as an exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended, is organized and operated exclusively for charitable, scientific, and/or educational purposes to fight community deterioration and foster urban revitalization by serving as the strategic planning, guiding and motivating catalyst behind the successful acquisition, development, promotion, financing and marketing of multiple properties or tracts of land constituting in the aggregate approximately two hundred (200) acres in midtown St. Louis, Missouri (“Cortex District”); and

WHEREAS, Sections 70.210 and 70.220 RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with other municipalities and political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, Section 67.1742(2) RSMo. provides that a metropolitan park and recreation district shall have the power to “Contract with public and private entities or

individuals both within and without the state ... in furtherance of any of the purposes of the district;" and

WHEREAS, All Parties entered into a Memorandum of Agreement dated September 14, 2015 (the "**MOA**") for the construction and funding of the Cortex Metrolink Station (the "**Station**"), the pedestrian plaza (the "**Plaza**") and the first segment of the Brickline Greenway Bike Path and related landscaped and pedestrian walkway areas (the "**Greenway**"), located in the Cortex Development District and depicted on Exhibit A attached hereto; and

WHEREAS, the construction of the **Station, Plaza** and **Greenway** were completed and opened for operations on July 31, 2018 ("**Opening Date**"); and

WHEREAS, the **Plaza** and **Greenway** are to remain open to the public; and

WHEREAS, All Parties desire to memorialize the understanding of **All Parties** to document their respective responsibilities for the operation, maintenance, and capital repair of the **Station, Plaza** and **Greenway** during the term of this **Agreement** upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants, terms and conditions, **All Parties** agree as follows:

1. **Purpose; Recitals.** This **Agreement** is entered into by the parties to provide for the operation, maintenance and capital repair of the **Station, Plaza** and **Greenway**. The recitals set forth above are incorporated into this **Agreement** as if first written herein.
2. **Representations of the District.** The **District** represents, warrants and covenants as follows:
 - a. The **District** has full power and authority to enter into this **Agreement** and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this **Agreement** by its duly authorized officers.
 - b. Neither the execution and delivery of this **Agreement**, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the **District** is now a party or by which the **District** is bound.
3. **Representations of the Agency.** The **Agency** represents, warrants and covenants as follows:

- a. The **Agency** has full power and authority to enter into this **Agreement** and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this **Agreement** by its duly authorized officers.
 - b. Neither the execution and delivery of this **Agreement**, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the **Agency** is now a party or by which the **Agency** is bound.
4. **Representations of Cortex.** **Cortex** represents, warrants and covenants as follows:
- a. **Cortex** has full power and authority to enter into this **Agreement** and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this **Agreement** by its duly authorized officers.
 - b. Neither the execution and delivery of this **Agreement**, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which **Cortex** is now a party or by which **Cortex** is bound.
5. **Access.** (A) **Agency** hereby grants to **Cortex** and the **District**, and their respective successors, assigns, contractors, representatives, agents, and employees, a non-exclusive right of access on, over, under and across, any and all land owned by **Agency** located within the **Plaza** for the purpose of operating, maintaining, and repairing the **Plaza** as contemplated by this **Agreement** (the "**Plaza Right Of Access**"), and for any other necessary purposes accessory thereto. The **Plaza Right Of Access** shall be in effect and enforceable during the term of this **Agreement**. Access that might interfere with the safe and efficient operation of MetroLink shall be requested and authorized as defined in MetroLink Standard Operating Procedures, specifically MetroLink SOP 101.17 Work Performed on MetroLink Right of Way dated April 8, 2009.
- (B) **Cortex** hereby grants to **Agency** and the **District**, and their respective successors, assigns, contractors, representatives, agents, and employees, a non-exclusive right of access on, over, under and across, any and all land owned by **Cortex** located within the **Greenway** for the purpose of operating, maintaining, and repairing the **Greenway** as contemplated by this **Agreement** (the "**Greenway Right of Access**"), and for any other necessary purposes accessory thereto. The **Greenway Right of Access** shall be in effect and enforceable during the term of this **Agreement**. Access that might interfere with the safe and efficient operation of MetroLink shall be requested

and authorized as defined in MetroLink Standard Operating Procedures, specifically MetroLink SOP 101.17 Work Performed on MetroLink Right of Way dated April 8, 2009.

6. **Obligations for Operations, Maintenance and Capital Repair.** The **Parties** agree to assume the responsibilities as detailed below for operations, maintenance, and capital repair or replacement of the **Greenway, Plaza, and Station.**

- a. **Greenway.** **Cortex** and the **District** shall work together to facilitate the operation, maintenance and capital repair of the **Greenway.** The **District** and **Cortex** hereby agree to each fund one-half of the total cost of regular operation and maintenance (except for snow and ice removal as provided in Section 6.a.ii.1) and capital repairs for the **Greenway,** in accordance with the procedure set forth in Section 7 herein.

Subject to the agreed upon budget and funding pursuant to Section 7 below, **Cortex** shall be responsible for contracting for the routine operation and maintenance of the **Greenway** to be performed to allow for safe and convenient public access, enjoyment and use, in a manner which ensures the **Greenway** shall be kept open to the public; provided, however, that **Cortex** may cause the temporary erection of barricades, and use other means of temporarily restricting access to the **Greenway,** as reasonably necessary to prevent a dedication or the accrual of any prescriptive rights to any third party in regard to the **Greenway** or for security, property protection, nuisance abatement, and/or safety purposes. It shall be the responsibility of **Cortex** to notify the **District** in advance if for any reason actually known to **Cortex,** including maintenance, hazardous conditions, or special events, the **Greenway** is planned to be closed.

- i. Subject to the terms and conditions of Section 6.a. above, **Cortex** shall contribute, and the **District** shall contribute an equal amount annually to an account to be held by Cortex in Cortex's name (the "Brickline Greenway Maintenance Fund") pursuant to the annual budget and funding procedure set forth in Section 7. The amount of **Cortex's** and the **District's** annual contributions to the Brickline Greenway Maintenance Fund shall be calculated after the application of all revenue, if any. **Cortex** will be responsible for administering these funds for approved expenditures for the routine maintenance of the **Greenway** and shall provide an annual statement of revenue, expenses and balance sheet to **District** as required by Section 7.

ii. Routine Maintenance Activities

This work consists of basic upkeep of the **Greenway** on a regular basis.

1. Hard surfaces, i.e. the trail, shall be cleared of debris, including rocks, sticks, litter, pet waste, lawn clippings, leaves, etc., as often as reasonably necessary to maintain safe surfaces for users. Snow and ice removal is not a standard operating procedure for greenways throughout the **District** jurisdiction. Snow and ice removal will be at the discretion of **Cortex**, without any financial support or responsibility from or by the **District**.
2. Mowing turf shall be conducted on a weekly or biweekly basis during the growing season or as needed to maintain a grass height no taller than 6". Hardscape surfaces, including trails and plaza, shall be swept or blown free of clippings and debris following each mowing cycle. Care shall be taken to avoid damaging **Greenway** amenities and features including light standards, trees, fencing and signs. String trimming will be necessary at the same time as each mowing activity and should also avoid damaging assets and amenities.
3. Planted vegetation or landscaping along the **Greenway** to be maintained in good health, free of weeds, and dead or diseased vegetation to be removed and replaced, all according to the landscape design. If replacement is substantially different from the original design installed, then the **District** and the **Agency** shall be consulted prior to work being conducted.
4. Site furnishings such as benches, trash cans, signage, lighting, bollards, fencing, etc. shall be maintained in safe, working condition and free of graffiti, tagging or posting. Non-capital repairs due to vandalism, accidents and natural wear shall be made as soon as possible. **District** will be made aware of needed repairs, when repairs are completed and if repairs are intended to be deferred to another time.
5. Soils to be stable on slopes including need for re-grading erosion rills and gullies, re-planting bare soil areas, repairing any damaged or degraded erosion and sediment control devices which are still in use or necessary to ensure vegetation establishment.

iii. Non-Routine Maintenance Activities

Non-routine maintenance activities include:

1. Capital repair and replacement of the **Greenway** including all site furnishings, landscaping, lighting, trail surface, signs, etc. shall be the responsibility of **Cortex** and the **District**. Subject to

the terms and conditions of Section 6.a. above, **Cortex** shall contribute, and the **District** shall contribute an equal amount annually to a capital repair and replacement fund to be held in an account to be held by Cortex in a separate bank account in Cortex's name for such needed repairs (the "Brickline Greenway Capital Repair Fund") pursuant to the annual budget and funding procedure set forth in Section 7. **Cortex** will be responsible for administering these funds for approved expenditures, with expenditure of funds authorized only after a certificate has been duly executed on behalf of **Cortex** and the **District** in the form attached hereto as Exhibit B.

- iv. Annual Review: An annual, onsite review of the **Greenway** by **All Parties** staff shall take place on a mutually agreed upon time. The intent of this review is to assess the current level of care and review the need for additional work or capital repair to be completed.
 - v. Modifications: **District** and **Cortex** shall work together when there is a desire to add, modify or eliminate amenities or assets included in the **Greenway** thirty (30) days prior to said actions being taken. **District** and **Cortex** shall work together to accommodate reasonable requests and come to a mutually agreed upon course of action.
 - vi. In connection with work performed on the **Greenway** by third parties, **Cortex** agrees to use good faith efforts to provide competitive opportunities for firms, including MBE/WBE firms, to bid for such work.
- b. **Plaza**. The **Agency** and **Cortex** shall work together to facilitate the operation, maintenance and capital repair of the **Plaza**. The **Agency** shall be financially responsible for the operation, maintenance and capital repair of the **Plaza**. **Cortex** shall be responsible for contracting for the routine operation and maintenance of the **Plaza** to allow for safe and convenient public access, enjoyment and use as set forth herein, in a manner which ensures the **Plaza** shall be kept open to the public. It shall be the responsibility of **Cortex** to notify the **Agency** in advance if for any reason actually known to **Cortex**, including maintenance, hazardous conditions, or special events, the **Plaza** is planned to be closed.
- i. The **Agency** shall contribute annually to an account to be held by Cortex in a bank account in Cortex's name (the "Cortex Metro Plaza Maintenance Fund") pursuant to the annual budget and funding procedure set forth in Section 7. **Cortex** will be responsible for administering these funds for approved expenditures for the routine maintenance of the **Plaza** and shall provide an annual

statement of revenue, expenses and balance sheet to the **Agency** as required by Section 7.

ii. Routine Maintenance Activities

This work consists of basic upkeep of the **Plaza** amenities on a regular basis.

1. Hard surfaces and sidewalks shall be cleared of debris, including rocks, sticks, litter, pet waste, lawn clippings, leaves, etc., as often as reasonably necessary to maintain safe surfaces for users. Snow and ice removal will be at the discretion of **Cortex** and the **Agency** and will be coordinated and funded accordingly and **Cortex** and **Agency** will agree on a written process memo that shall include contact information for each party and shall include the protocol for **Cortex** and **Agency** to make timely decisions regarding snow and ice removal. If either **Cortex** or the **Agency** elects not to fund snow and ice removal, then the other party may coordinate and fund snow and ice removal in its discretion.
2. Planted vegetation or landscaping in the **Plaza** to be maintained in good health, free of weeds, and dead or diseased vegetation to be removed and replaced, all according to the landscape design. If replacement is substantially different from the original design installed, then the **Agency** shall be consulted prior to work being conducted.
3. Site furnishings such as benches, trash cans, signage, lighting, bollards, fencing, etc. shall be maintained in safe, working condition and free of graffiti, tagging or posting. Non-capital repairs due to vandalism, accidents and natural wear shall be made as soon as possible. The **Agency** will be made aware of needed repairs, when repairs are completed and if repairs are intended to be deferred to another time. Costs associated with repair parts, or asset replacements shall be the responsibility of the **Agency**.

iii. Non-Routine Maintenance Activities

Non-routine maintenance activities include:

1. Capital repair and replacement of **Plaza** assets shall be the sole responsibility of the **Agency** and **Cortex** shall have no responsibilities or obligations with regard thereto. The **Agency** will fund capital repairs through a combination of grant and operating funds, per its grant funding policies and will be solely responsible for all contracting, supervising, constructing,

installing and completing the capital repairs and replacements in a safe and efficient manner.

- iv. Annual Review: An annual, onsite review of the **Plaza** by **All Parties** staff shall take place on a mutually agreed upon time. The intent of this review is to assess the current level of care and review the need for additional work or capital repair to be completed.
- v. Modifications: **Cortex** and the **Agency** shall work together when there is a desire to add, modify or eliminate amenities or assets included in the **Plaza** thirty (30) days prior to said actions being taken. **Cortex** and the **Agency** shall work together to accommodate reasonable requests and come to a mutually agreed upon course of action.
- c. **Station**. The **Station** includes the fence separating the **Greenway** and **Plaza** and all property to the south of said fence including, but not limited to, the **Station** tracks, platform, infrastructure and all assets therein. The **Agency** will be solely responsible for the control, ownership, operation, maintenance and capital repair of all assets in this portion of the project area, which the **Agency** shall keep in good, safe condition and repair. Neither **Cortex** nor the **District** shall have any rights, responsibilities or access to this portion of the project site.
- d. **WARRANTIES**. Any and all third party warranties for work performed and materials provided to construct, install, maintain, repair and/or replace the **Greenway** and/or the **Plaza** shall be made available and (if assignable) assigned over to the party performing any work pursuant to this **Agreement** that is covered by such warranty. The **PARTIES** agree to use commercially reasonable efforts to cooperate and pursue available rights and remedies under existing warranties.

7. Budget and Funding.

- a. **Greenway**. Within thirty (30) days after the effective date of this **Agreement** and then by September 1 of each successive calendar year commencing September 1, 2022, and provided that **Cortex** has received timely input from **District** upon request, **Cortex** will prepare a reasonably detailed budget for the Brickline Greenway Maintenance Fund and the Brickline Greenway Capital Repair Fund for the next calendar year. **District** acknowledges that the budgets may, at **Cortex's** election, include (i) reasonable contingency amounts for potential cost deviations and (ii) reasonable and actual management fees paid to a third-party unrelated property manager engaged by **Cortex** to coordinate and manage the operation, maintenance, and repair obligations regarding the **Greenway**. Upon request by **Cortex**, **District** shall promptly provide any information reasonably requested to prepare such budgets. **Cortex** and the **District**

shall have 45 days to review, provide feedback, and mutually agree upon and approve the final budgets.

- i. **Cortex** and, subject to annual appropriation by the District's Board, the **District** shall deposit the budgeted funds into the Brickline Greenway Maintenance Fund no later than January 5 of the following calendar year and deposit budgeted funds into the Brickline Greenway Capital Repair Fund no later than February 1 of the following calendar year. **Cortex** will monitor actual quarterly expenses for each fund and provide **District** notification should significant deviations occur between projected and actual expenses. Any such deviations between projected and actual expenses will be handled by mutual written agreement of **Cortex** and **District**. By July 30 of each calendar year and within sixty (60) days of the conclusion of each calendar year, **Cortex** will provide **District** with an accounting, including copies of all invoices for all expenditures, of the Brickline Greenway Maintenance Fund and the Brickline Greenway Capital Repair Fund. Any surplus funds in either the Brickline Greenway Maintenance Fund or Brickline Greenway Capital Repair Fund at the end of the calendar year shall be refunded equally back to **District** and **Cortex** within ninety (90) of the end of the calendar year unless otherwise agreed to by mutual written agreement of **District** and **Cortex**.
- ii. Notwithstanding anything in this Agreement to the contrary, the **District** shall not be obligated to furnish funds for the **Greenway** unless such funds have been appropriated by its Board, and neither **Cortex** nor **District** shall be obligated to furnish funds for the **Greenway** in excess of the amount actually funded by the other party in a year. By way of example, if funds actually appropriated by the **District** (or **Cortex**, as applicable) to the **Greenway** in a year are less than the **District's** (or **Cortex's**, as applicable) one-half portion of the total amount required pursuant to the agreed-upon annual budget and funding procedure set forth in Section 7 of this **Agreement**, then **Cortex** (or the **District** as applicable) shall have no obligation to fund more than the actual amount funded by the **District** (or **Cortex**, as applicable) in such year and **Cortex** (or the **District**, as applicable), in its reasonable discretion may adjust the budget accordingly to match the amount of funds actually available. If funds appropriated by a Party are less than that Party's budgeted share, the other Party shall have the right, but not the obligation, to fund any portion of such shortfall amount and request reimbursement from the shortfall Party as part of the next year's appropriation. The shortfall Party shall present to its Board for consideration the funding of such reimbursement request as part of a subsequent appropriation.

- b. **Plaza. Agency** has a fiscal year that commences on July 1 of each year and ends on June 30 of the following year (“**Fiscal Year**”). Within thirty (30) days after the effective date of this **Agreement**, and then by March 1 of each successive **Fiscal Year** commencing in 2023, and provided that **Cortex** has received timely input from the **Agency** upon request, **Cortex** will prepare a reasonably detailed budget for the Cortex Metro Plaza Maintenance Fund. The **Agency** acknowledges that the budget may, at **Cortex’s** election, include (i) a reasonable contingency amount for potential cost deviations and (ii) reasonable and actual management fees paid to a third-party property manager engaged by **Cortex** to coordinate and manage the operation, maintenance, and repair obligations regarding the **Plaza**. Upon request by **Cortex**, the **Agency** shall promptly provide any information reasonably requested to prepare such budget. The **Agency** and **Cortex** shall have 45 days to review, provide feedback, and approve said budget. The **Agency** shall deposit the budgeted funds into the Cortex Metro Plaza Maintenance Fund no later than July 10 of the following **Fiscal Year**. **Cortex** will monitor actual quarterly expenses for the fund and provide **Agency** with notification should significant deviations occur between projected and actual expenses. Any such deviations between projected and actual expenses will be handled by mutual agreement of **Cortex** and the **Agency**; provided that **Cortex** shall not be required to fund any shortfalls unless **Agency** agrees and funds such shortfall in advance. At the conclusion of the **Fiscal Year**, **Cortex** will provide **Agency** with an accounting of the Cortex Metro Plaza Maintenance Fund within ninety (90) days following the end of each **Fiscal Year**. Any surplus funds in the Cortex Metro Plaza Maintenance Fund at the end of the **Fiscal Year** may be transferred to the next **Fiscal Year** by mutual agreement of **Cortex** and the **Agency**.

8. **ALL PARTY Obligations.**

- a. **All Parties** shall require any contractor or subcontractors hired to construct improvements on the **Greenway** or **Plaza** to satisfy the requirements of Section 107.170, RSMo. 1986. In addition, **All Parties** will adhere to the requirements of Section 290.220 *et seq.* RSMo., concerning the payment of prevailing wage on public works projects.
- b. **All Parties** will maintain Workers’ Compensation and appropriate employer’s liability insurance covering any of its own employees engaged in activities relating to the **Greenway** and **Plaza**.
- c. The **Parties** will require that any outside contractor, equipment provider or other third party with which it enters into any agreements under this **Agreement**, to provide it with a certificate of insurance demonstrating insurance coverage in connection with the activities to be performed by such contractor in connection with the **Greenway** and **Plaza**, for personal

and property liability, medical benefits, as well as general liability insurance.

- d. **All Parties** and their contractors or subcontractors hired to provide maintenance or construction services that could encroach within 20 feet of the MetroLink tracks, must follow the requirements for right of access as defined in MetroLink SOP 101.17 Work Performed on MetroLink Right of Way dated April 8, 2009.

9. **Default and Remedies**

- a. **Events of Default.** If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default:
 - i. Default in the due and punctual payment of any amounts required pursuant to this Agreement within five (5) days after said amount comes due;
 - ii. Default in the due observance or performance of any other covenant, agreement, obligation or provision of the Agreement on the part of a Party to be observed or performed, and continuance of such default for 30 days after the non-defaulting party has given the defaulting party written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the defaulting party has commenced such cure within said 30-day period, and (ii) the defaulting party diligently prosecutes such cure to completion.
- b. **Remedies on Default.** If any Event of Default has occurred and is continuing, the non-defaulting Party, at such Party's election, may take any one or more of the following actions:
 - i. The non-defaulting Party may suspend, stop or terminate any work being performed as provided herein, and all costs, expenses, fees (excluding attorneys' fees), claims and damages associated therewith shall be paid for by the defaulting Party upon demand by the non-defaulting Party;
 - ii. By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the defaulting Party, as applicable, and to require and compel duties and obligations required by the provisions of this Agreement; and
 - iii. Take any other action at law or equity to enforce this Agreement.

- c. **Rights and Remedies Cumulative.** The rights and remedies reserved by the parties hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties hereto shall be each entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereof, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.
- d. **Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

10. **Amendments, Changes and Modifications.** This **Agreement** may be amended, changed, modified, altered or terminated only by written agreement of the **District, Cortex** and the **Agency**.

11. **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; and (d) as of the date of e-mail transmission during regular business hours if delivered by e-mail communication to the address as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

District Metropolitan Park and Recreation District,
d/b/a The Great Rivers Greenway District
3745 Foundry Way, Suite 253 St. Louis, MO 63110
Attention: CEO
Telephone: (314) 436-7009
E-Mail: strautman@grgstl.org

With a Copy to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attention: David G. Richardson
Telephone: (314) 480-1500
E-Mail: David.Richardson@huschblackwell.com

Cortex Cortex
4240 Forest Park Avenue, Suite 200
St. Louis, MO 63110

Attention: President and CEO
Telephone: (314) 531-4500
Email: sfiorello@cortexstl.org

With a Copy to: Mike Bozovich, Chief Financial Officer
Telephone: (314) 531-4500
Email: mbozovich@cortexstl.org

With a Copy to: Lewis Rice, LLC
600 Washington Avenue, Suite 2500
St. Louis, MO 63101
Attention: David B. Lemkemeier
Telephone: (314) 444-7636
E-Mail: dlemkemeier@lewisrice.com

Agency

The Bi-State Development Agency of the Missouri-Illinois
Metropolitan District
One Metropolitan Square
211 North Broadway, Suite 700
Attention: Executive Director, Metro Transit
Telephone: (314) 982-1479
E-Mail: troach@bistatedev.org

With a Copy to: Barbara Enneking, General Counsel
Telephone: (314) 982-6455
Email: baenneking@bistatedev.org

10. **Assignment.** No party may assign its right under this **Agreement** without the written consent of the other **PARTIES**.
11. **Waiver.** The failure of one party to require performance of any provision of this **Agreement** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **Agreement** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
12. **Controlling Law/Venue.** This **Agreement** shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the Circuit Court of City of St. Louis, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

13. **Integration.** This **Agreement** represents the entire integrated agreement between the **District, Cortex** and the **Agency**. This agreement in no way modifies the existing **MOA** that **All Parties** entered into, along with additional parties, which MOA shall continue in effect subject to and as modified by the terms of the Settlement and Mutual Release Agreement that was executed by All Parties and last dated November 19, 2021 ("**Settlement Agreement**").
14. **Term; Automatic Extension.** This **Agreement** shall be in effect from February 22, 2022, through February 29, 2032, and shall be automatically extended for additional ten (10) year periods. If any of the parties desire not to extend the Term of this Agreement for additional terms of ten (10) years, the party shall notify the other parties in writing at least 30 days prior to the end of the then current term of its election to not extend the Agreement for such additional terms.

WHEREFORE, the parties have set their hands the day and date first above written.

CORTEX

**METROPOLITAN PARK AND
RECREATION DISTRICT d/b/a THE
GREAT RIVERS GREENWAY
DISTRICT**

By: _____
Salvatore J. Fiorello, President & CEO

By: _____
Susan Trautman, CEO

Approved as to Form:

Husch Blackwell LLP

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

By: _____
Taulby Roach, President & CEO

Approved as to Legal Form:

Counsel for the Agency

EXHIBIT A
Greenway (outlined in green), Plaza (outlined in red) and Station (outlined in blue) Areas

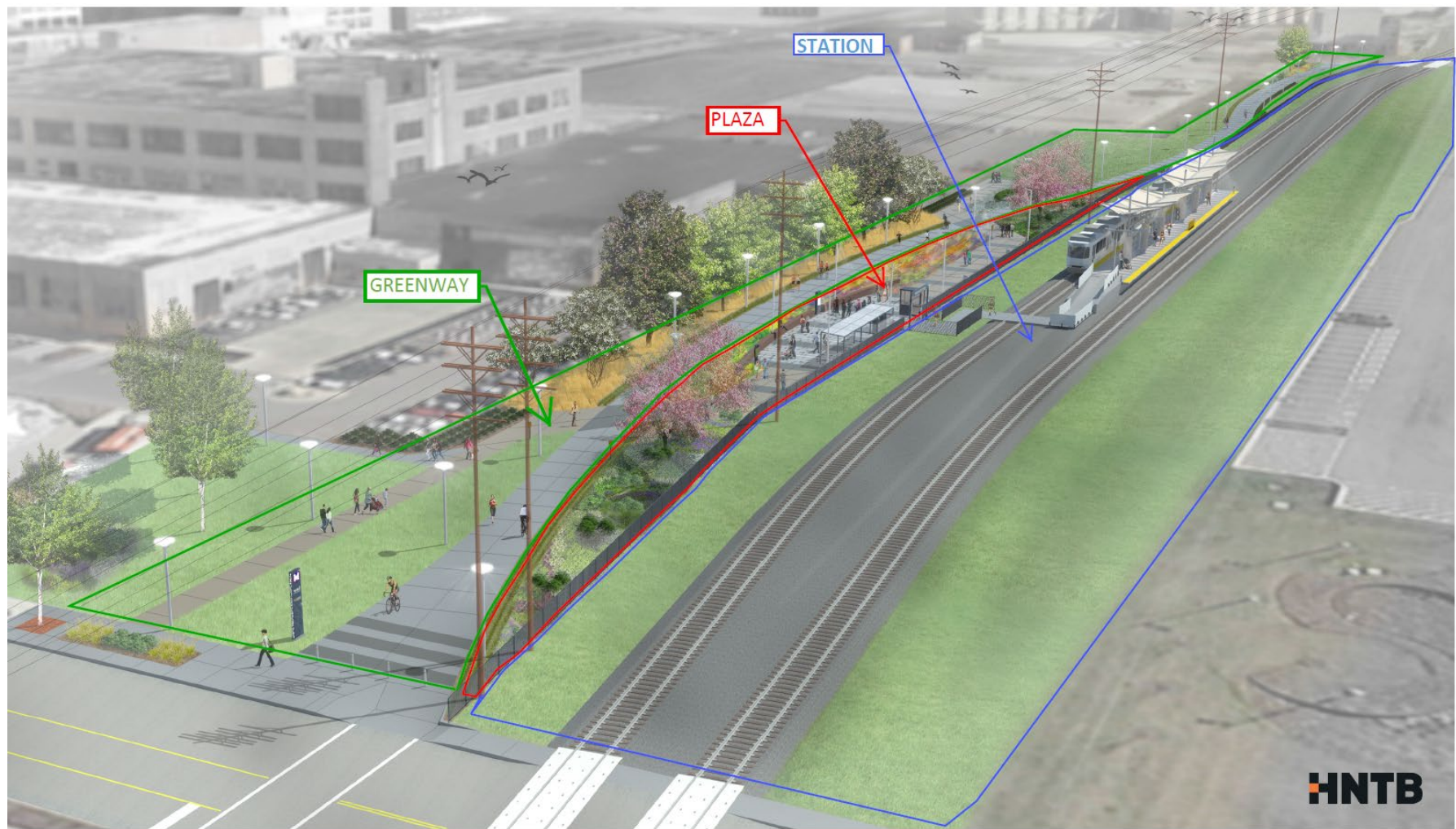


Exhibit B

Certificate for Disbursement from the Brickline Greenway Capital Repair Fund

To File:

Pursuant to the Cooperation Agreement dated as of _____, 2022 (the “Agreement”) by and among the Metropolitan Park and Recreation District, d/b/a The Great Rivers Greenway District, a body corporate and a political subdivision of the State of Missouri (the “District”), Cortex, a not-for-profit trust organized under the laws of the State of Missouri (Cortex), hereby states and certifies that (i) the names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and a brief description of the work performed and/or materials furnished are as set forth on Attachment I hereto, (ii) the Cortex and the District have approved the use of the funds for the purposes described on Attachment I hereto, (iii) the amounts requested either have been paid by Cortex, or are justly due to persons, firms or corporations (whose names and addresses are stated on Attachment I hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials for the maintenance of the Brickline Greenway in accordance with the terms of the Agreement, and are proper charges against the Brickline Greenway Capital Repair Fund, (iv) no part thereof has been or is being made the basis for the withdrawal of any moneys in any previous or pending request for payment, and (v) invoices, statements, vouchers or bills for the amounts requested are attached hereto.

CORTEX

By: _____

Name: _____

Title: _____

DISTRICT

By: _____

Name: _____

Title: _____

ATTACHMENT I

REQUEST NO.: _____ DATE: _____

SCHEDULE OF PAYMENTS REQUESTED

<u>Person, firm to whom payment is due</u>	<u>Amount to be paid</u>	<u>General description of payee</u>	<u>The Costs for which the obligation to be paid was</u>

¹ For each obligation this should include a brief description of the nature of such cost.

Metro Service Performance Summary | July –April FY22

St. Louis Transportation Committee Meeting: June 13, 2022

OVERALL PERFORMANCE

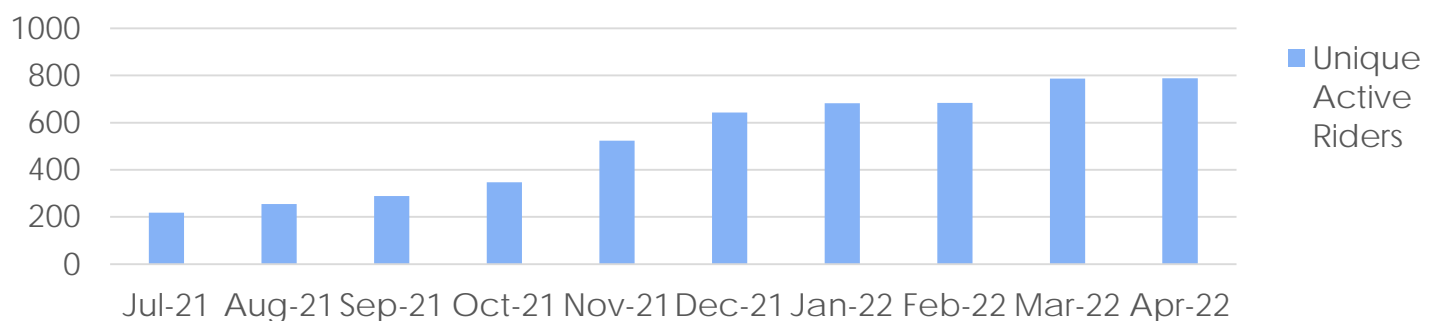
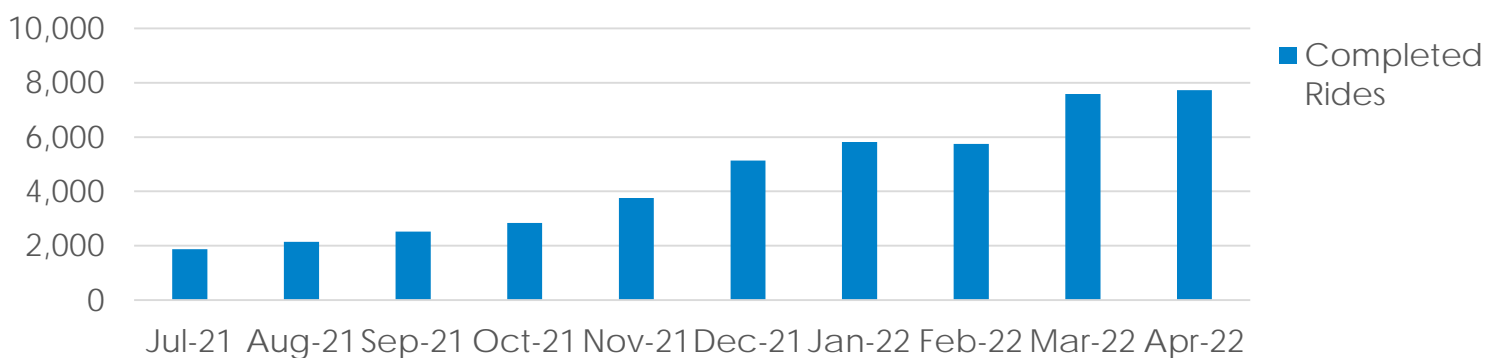
Metro Transit Operations At-A-Glance

YTD FY22 Performance Measures	MetroBus Fixed Route + Special Services	FY22 vs. FY21	MetroLink	FY 22 vs. FY21	Call-A- Ride	FY22 vs. FY21
System Ridership	9,614,100	0.7%	5,250,900	16.7%	290,100	(-15.4%)
Missouri	8,401,300	0.2%	4,119,600	17.6%	290,100	(-15.4%)
Illinois	1,212,800	4.6%	1,131,300	13.7%		
Revenue Miles	11,593,000	(-4.0%)	2,386,800	3.3%	3,051,200	(-13.2%)
Revenue Hours	836,000	(-4.0%)	103,200	(-2%)	173,200	(-13.9%)
On-Time Performance	88.6%	(-2.0%)	97.9%	0.1%	92.7%	(-1.8%)
MetroBus + MetroLink 12-Month Rolling Average Fare	\$1.11	8.5%	Call-A-Ride 12-Month Rolling Average Fare		\$1.45	N/A
Financials	YTD FY22 Actual		YTD FY22 Budget		Budget Adherence	
Expenses (Transit)	\$231,746,700		\$263,398,300		(-\$31,651,600)/(-12%)	
Passenger Revenue	\$16,923,500		\$17,443,200		(-\$519,700)/(-3%)	
Farebox Recovery Ratio	7.3%		6.6%		10.3%	

Call-A-Ride Passenger Trip Requests, April, 2022

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	30,622	65%
Cancelled by Passenger	6,119	13%
No-Shows	1,412	3%
Missed Trips	78	0.2%
Van Unavailable – Capacity Denial – ADA Riders	8,773	18%
Van Unavailable – Capacity Denial – NON ADA Riders	31	0.1%
Van Available – Adversarial Denial – All Riders	396	0.8%
Eligibility, Beyond Hours or Boundaries	15	0.0%
Total Trip Requests	47,486	100.0%

Via Metro STL, FY22 Year-To-Date

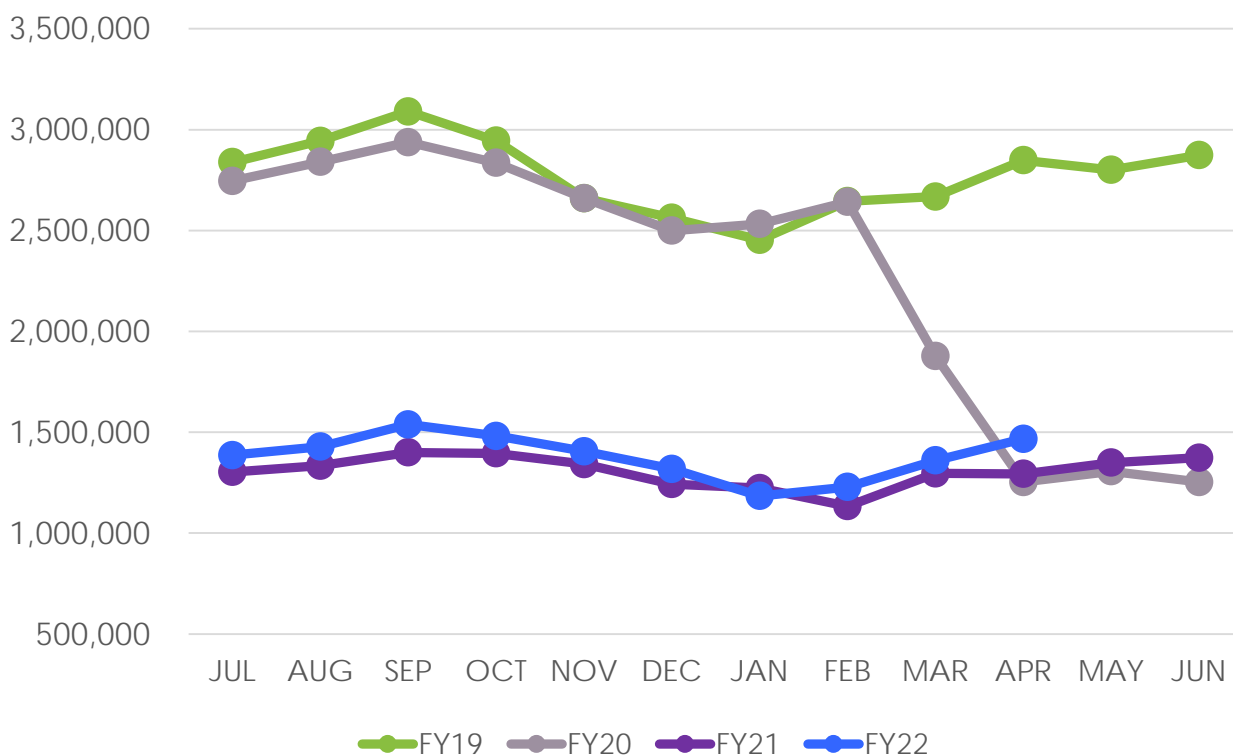


Metro Service Performance Summary



- The March 2022 service adjusted some Missouri MetroBus route frequencies in reaction to operator shortages, temporarily reducing service by about 5%. Missed trips have dropped to 1.5% or 1,747 out of 127,153 scheduled between 03/21-05/02, compared to about 4% during the November 29th quarterly sign-up.
- Standardized fixed-route ridership accounting for the an extra Saturday and one less weekday in April 2022 sees an some growth driven by weekday ridership gains in MetroLink ridership across all stations and notably at stations that serve universities, Busch Stadium, East Riverfront, and the Convention Center. MetroBus weekday ridership held flat, with 9% gains offsetting (-1.5%) loss on the Missouri system. The bulk of those losses on (5) core routes within the network including #11 Chippewa, #32 Martin Luther King, #35 Rock Road, #70 Grand, and #95 Kingshighway.
- Illinois missed trips are considerably low relative to missed trips on the Missouri MetroBus system. Since the November service change, Illinois averaged less than 0.5% of scheduled trips whereas the Brentwood bus facility saw on average 5.4% of trips missed between November and the March service change. Since March 21, that figure has dropped to 2.3% but still represents the bulk of missed trips on the Missouri system. Brentwood serves critical routes including three routes included in the ridership loss-leader categories the #11 Chippewa, #70 Grand, and #95 Kingshighway.
- Call-A-Ride ADA trip denials remain high and in critical condition with nearly 8,773 denials in April 2022, compared to 30,662 trips scheduled and completed that month. Year-over-Year average fares on Call-A-Ride are up due to the longer duration of free pandemic fares on this mode.

STANDARDIZED FIXED-ROUTE RIDERSHIP (TOTAL SYSTEM)



PERFORMANCE

Metro Transit Workforce At-A-Glance

Sign-on and Retention Bonuses

- 325 new hires since sign-on bonus program began in 2021.
- 60 sign-on bonuses paid to date. (1st installments)
- 36 referral bonus payments made.
- 2nd Installment of retention bonus paid March 25th.

Recruiting & Training Capacity

- 2 classes per month scheduled for Call-A-Ride.
- 1 class every 8 weeks scheduled for MetroBus.
 - Training TSMs to increase capacity.
- MetroLink class scheduled for summer after required recertification class completed.

Recruitment Progress

- Monthly Open Houses for on-the-spot hiring events continue to attract candidates. BSD participating in other job fair and hiring events in the community:
 - 5/20 – Better Family Life
 - 5/27 – East St. Louis HS CTE Career Fair
- Project progress to identify options for retaining bus operator trainees who are unsuccessful on their CDLs in other BSD roles.
- Help for Hiring concierge pilot program launched to assist candidates through the hiring process.

Status of Operations

MetroBus	629 missed trips in April due to workforce shortage. This is 1.07% of the total trips.
MetroLink	Zero missed trips. TSMs have supplemented service.
Call-A-Ride	8,773 denied boardings of the 47,486 trips requested in April. This is 18.47% of the total trips.

A MetroBus 5% reduction in service (frequency only) occurred March 21st to minimize the number of missed trips based on workforce shortages. This schedule requires 636 operators to complete the routes. As the workforce grows, service frequency will return as we can consistently meet the schedule demands.

Recruiting & Training Pipeline (April)

	Applications Received	Candidates in Process	Candidates Scheduled for Training	Trainees in Process
MetroBus Operators	135	33	3	17
Call-A-Ride Operators	124	15	2	10
1A Mechanics	11	3	0	3
Electro-Mechanics	7	1	0	0
Electricians	16	3	0	2

Staffing Levels

	MetroBus Operators	MetroLink Operators	Call-A-Ride Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMechanics	Electricians
Budgeted Positions	789	102	201	46	225	42	60
Active Employees	656	94	149	37	195	30	49
Percent Shortage	16.86%	7.84%	25.87%	19.60%	13.33%	28.58%	17.00%