



Board of Commissioners Special Meeting

Open Meeting

Monday, May 9, 2022 @ 8:30 AM

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



Board of Commissioners Special Meeting -- May 9, 2022 at 8:30 AM

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Windmiller
2. Roll Call	Quorum	M. Bennett
3. Adjustment of the Consent Agenda	Approval	Chair Windmiller
4. Consent Agenda	Approval	Chair Windmiller
A. Contract Modification - Union Station Tunnel Rehabilitation Consultant Services (Resolution #1196)	Approval	
1. Briefing Paper - 3		
2. Resolution #1196 - 5		
B. Single Bid Contract Award – Downtown Tunnel Repairs (Resolution #1197)	Approval	
1. Briefing Paper - 8		
2. Resolution #1197 - 9		
5. Security Services Agreement with Great Rivers Greenway (Resolution #1210)	Approval	K. Scott
A. Briefing Paper - 12		
B. Security Services Agreement - 14		
C. Resolution #1210 - 24		
6. Adjournment	Approval	Chair Windmiller

**Bi-State Development Agency
Board of Commissioners – Special Meeting
Open Session Agenda Item
May 9, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification - Union Station Tunnel Rehabilitation Consultant Services**
Disposition: Approval
Presentation: Christopher C. Poehler, P.E., Assistant Executive Director Engineering Systems
Tom Curran, Executive Vice President - Administration

Objective:

To present to the Board of Commissioners for approval, a request for authorization to modify the current contract for design and construction phase services for the Union Station Tunnel rehabilitation project.

Background:

On June 24, 2016, Bi-State Development (BSD) issued Solicitation Number 17-RFP-103314-DGR-Union Station Tunnel Rehabilitation Design Services, and as a result of the procurement process, award was made to Modjeski and Masters.

The Board of Commissioners approved a not-to-exceed amount of \$4,500,000.00 at their September 23, 2016 meeting. 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. 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.

Contract Modification #5 includes funding to cover:

- Additional design work that is necessary to minimize impact to the surface; and
- Construction phase services for both the early work structural construction package and the overall rehabilitation construction package.

The construction phase services include design review activities and construction inspection services to augment the BSD staff, over the 36-month project. The cost for these additional services is \$1,694,165.52, which includes a 10% contingency.

Analysis:

Engineering and Procurement have reviewed the cost proposal by Modjeski and Masters and have determined that the cost proposal is deemed fair and reasonable.

Board Policy Chapter 50.010, Section E.I.d., requires the Board of Commissioners to approve Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service.

Previous Action:

This item was recommended for approval at the March 18, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to authorize 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 to extend the contract end date to May 1, 2026.

Funding Source:

Federal Transit Administration Grant Number MO-05-0028, MO-90-X231 and Local Match from Prop M.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH MODJESKI AND MASTERS FOR
CONTINUED DESIGN AND CONSTRUCTION PHASE SERVICES
FOR THE UNION STATION TUNNEL REHABILITATION PROJECT**

PREAMBLES:

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

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

Whereas, Board Policy Chapter 50.010, Section G.1. and 2. requires the Board of Commissioners to approve modifications which modify the approved contract cost and extend the contract performance period beyond 180 days; and

Whereas, on June 24, 2016, Bi-State Development (BSD) issued Solicitation Number 17-RFP-103314-DGR-Union Station Tunnel Rehabilitation Design Services, and as a result of the procurement process, award was made to Modjeski and Masters; and

Whereas, the Board of Commissioners approved a not-to-exceed amount of \$4,500,000.00 for the project 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; and

Whereas, in addition to 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; and

Whereas, it is necessary to modify the contract to include additional design work that is necessary to minimize impact to the surface and to include construction phase services, for both the early work structural construction package and the overall rehabilitation construction package; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and 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 to extend the contract end date to May 1, 2026, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Modification of the Contract. The Board of Commissioners hereby authorizes the President and 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 to extend the contract end date to May 1, 2026, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 9th day of May, 2022.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners – Special Meeting
Open Session Agenda Item
May 9, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Single Bid Contract Award – Downtown Tunnel Repairs**
Disposition: Approval
Presentation: Charles Stewart, Interim Executive Director - Metro Transit
Christopher C. Poehler, P.E., Assistant Executive Director Engineering Systems
Tom Curran, Executive Vice President Administration

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award a single bid contract to Kozeny-Wagner, Inc. for Downtown Tunnel Repairs.

Background:

On January 14, 2022, Bi-State Development received a sealed bid in response to Solicitation Number 22-SB-277987-DGR - Downtown Tunnel Repairs. 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 staff.

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. 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.

Analysis:

Metro Engineering has reviewed the cost proposal by Kozeny-Wagner, Inc. and has determined that the cost proposal is deemed fair and reasonable.

Previous Action:

This item was recommended for approval at the March 18, 2022, Operations Committee meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to 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.

Funding Source:

Federal Transit Administration Grant Number MO-54-0001, MO-90-X296 and Local Match from Prop M.

Board Policy Chapter 50.010, Section E.1.b., requires the Board of Commissioners to approve Non-Competitive Procurements which exceed \$100,000.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO KOZENY-WAGNER, INC.
FOR DOWNTOWN TUNNEL REPAIRS**

PREAMBLES:

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

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

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

Whereas, on January 14, 2022, Bi-State Development received a sealed bid in response to Solicitation Number 22-SB-277987-DGR - Downtown Tunnel Repairs; and

Whereas, 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. 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 staff; and

Whereas, 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; and

Whereas, based on increased flexibility in the workweek and reductions in the cost of the standpipe installation, the contractor's bid was reduced to \$4,377,659.00, which includes a 10% contingency; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to 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, which includes a 10% contingency, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Sole Source Contract. The Board of Commissioners hereby authorizes the President & CEO to 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, which includes a 10% contingency, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 9th day of May, 2022.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners – Special Meeting
Open Session Agenda Item
May 9, 2022**

From: Taulby Roach, President and CEO
Subject: **Security Services Agreement with Great Rivers Greenway**
Disposition: Approval
Presentation: Kevin Scott, General Manager Security

Objective:

To present to the Board of Commissioners for discussion and approval, a request to authorize the President and CEO to enter into an agreement with Great Rivers Greenway to share costs for the provision of uniformed Security Specialists (Bi-State Development Employees) to patrol the Riverboats at the Gateway Arch (Bi-State Development Enterprise) and the Mississippi Greenway from Chouteau to the Biddle Street Trailhead.

Background

We have been working with the Riverboats at the Gateway Arch (Riverboats) on an enhanced security strategy, which yielded an internal agreement, wherein two (2) Security Specialists are being detached to the Riverboats (effective May 6, 2022), on a full-time basis, for overall safety enrichment for our staff and customers (Phase 1). In accomplishing this task, the Riverboat Enterprise is funding the two (2) added positions, as we are not pulling security resources from the transit system.

During our buildout of the aforementioned Phase 1, we were approached by Great Rivers Greenway and asked to provide an expanded security conceptual proposal, building off of our internal agreement with the Riverboats, which would offer a cost sharing partnership, providing expanded security patrols on the Mississippi Greenway from Chouteau to the Biddle Street Trailhead.

Considering the following needs:

- Increased security measures at the Riverboats and the adjacent Mississippi Greenway.
- Physical deterrence for criminal activity which has proliferated in the focused area.
- Visibility of uniformed security engagement.

We provided a scope which would expand total security personnel to four (4): three (3) Security Specialists and one (1) Security Specialist Team Leader, for supervisory oversight, at a total cost of \$315,279.68 annually, which will include the cost of Phase 1. Great Rivers Greenway agrees to reimburse Bi-State Development for half of the annual cost. This effort will increase the total number of Security Specialists by four (4), not reducing transit security allocation.

Analysis:

As the public safety component of Bi-State Development, our goal is to work collaboratively with all of our enterprises to provide security to our staff, visitors, patrons, vendors and facilities.

This particular agreement also provides the opportunity for regional collaboration to impact security concerns that ultimately affect our operations.

Committee Disposition:

This Agenda Item has not been presented to a Committee; however, due to the need to expedite the execution of this Security Services Agreement, President and CEO, Taulby Roach, has granted permission for this item to be placed on the Agenda for the May 9, 2022 Board of Commissioners, Special Meeting.

Board Action Requested:

Management requests Board approval to authorize the President and CEO to enter into a Security Services Agreement with Great Rivers Greenway for security patrols of the Mississippi Greenway from Chouteau to the Biddle Street Trailhead.

Funding Source:

Funding provided from general revenue and half the cost reimbursed by Great Rivers Greenway

Attachment:

1. Security Services Agreement with Great Rivers Greenway

SECURITY SERVICES AGREEMENT

This SECURITY SERVICES AGREEMENT (hereinafter the “Agreement”) entered into on this _____ day of May, 2022, by and between the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (“Agency”), and the METROPOLITAN PARK AND RECREATION DISTRICT d/b/a The Great Rivers Greenway District (“District”), (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Agency employs public safety officers to provide security to its staff, patrons, vendors, and facilities (“Corporate Security Specialists”); and

WHEREAS, Agency and District desire to enter into an agreement to share the costs for the provision of uniformed security patrols at the Riverboat at the Gateway Arch and the District’s Mississippi Greenway from Chouteau to the Biddle Street Trailhead.

NOW THEREFORE, in consideration of the premises and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Security Cooperation. Agency agrees to provide four Corporate Security Specialists for assignment to conduct uniformed security patrols at the Riverboats at the Gateway Arch and the District’s Mississippi Greenway in accordance with the Proposal, attached hereto and incorporated herein as Exhibit A (“Services”). The Corporate Security Specialist will solely operate under the direction of Bi-State Development’s General Manager of Security or designee. No modifications to Services will be made without aforementioned approval and timely written notice of such modifications to the Services to the District.
2. Payment. In accordance with the Proposal, the cost of providing the Services is \$315,279.88 per year. The Parties hereby agree to each be responsible for the payment of half of the annual cost of providing the Services. As such, the District agrees to reimburse Agency in an amount not to exceed \$158,779.68 (“District Service Fees”). Agency shall furnish District with a monthly invoice summarizing the Services provided and the District’s Service Fees payable for the current billing period. Within 15 calendar days of such invoice, District shall remit payment to Agency.
3. Term; Termination. The term of this Agreement shall commence on the date written above and shall remain in effect for one (1) year, unless terminated earlier in accordance with this Agreement. Either Party may terminate this Agreement at any time, for any reason, upon and following thirty (30) days written notice to the other. Upon any termination, District shall reimburse Agency for the Services pursuant to this Agreement prior to the effective date of such termination.

4. Indemnity. 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 boards, members, managers, trustees, employees, officers, shareholders, agents and partners, successors and assigns, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damages, costs and expenses, including, but not limited to, actions for bodily or personal injury, death, sickness or property damage, whether direct or indirect (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 (expressly including, but not limited to, the Corporate Security Specialists), officers, shareholders, agents, partners, successors, or assigns.

Such indemnity obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity, which would otherwise exist as to the Agency or the District, nor shall this be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the Agency or the District and the immunity of their respective agents, officers and employees.

5. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Agency and the District.
6. Insurance and Self-Insurance. It is hereby understood and acknowledged that the Agency and the District are self-insured or have insurance for purposes of general liability, commercial general liability, automobile liability, professional liability, and workers compensation/employer liability.
7. Remedies on Default. If any default under this Agreement has occurred and is continuing, the Agency or the District may, at such party’s election, take any of the following actions:
 - a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the District or the Agency, as applicable, and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or
 - b) take any action at law or in equity to enforce this Agreement.

8. Rights and Remedies Cumulative. The rights and remedies reserved by the Agency and the District 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 Agency and the District shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement.
9. 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. Compliance with Laws. Both parties, at their sole cost and expense, shall comply with all laws, rules, statutes, orders, ordinances, regulations and requirements of federal, state, county and municipal authorities pertaining to their respective performance under this Agreement.
11. No Assignment. Neither party to this Agreement shall assign the Agreement in whole or in part without the written consent of the other, nor shall either party assign any monies due, or to become due, hereunder without the previous written consent of the other party.
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: President & CEO

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

If to District:

The Great Rivers Greenway District
3745 Foundry Way, Suite 253
St. Louis, MO 63110
Attention: Chief Executive Officer

With copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, MO 63105
Attn: David Richardson

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. The covenants and agreements of the Parties hereunder shall survive the expiration or termination of this Agreement.
15. Amendment. This Agreement may only be amended upon written agreement of the Parties hereto.
16. E-Verify Affidavit. Concurrently with execution of this Agreement, Agency shall execute and deliver to District the affidavit attached hereto as Exhibit B confirming Agency's enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo.
17. Anti-Discrimination Against Israel Act. Agency represents and warrants that it is not a "company," as defined in Section 34.600 R.S.Mo., and, therefore, Agency is not required to execute an affidavit confirming compliance with such statute.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

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

By: _____ Date: _____
Name
Title

Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District

By: _____ Date: _____
Name
Title



EXHIBIT A

BI-STATE DEVELOPMENT AGENCY SECURITY PROPOSAL-RIVERBOATS AT THE GATEWAY ARCH AND GREAT RIVERS MISSISSIPPI GREENWAY

OVERVIEW

Bi-State Development Corporate Security is pleased to submit this proposal for security services to The Riverboats at the Gateway Arch and Great Rivers Greenways. As an Agency, our goal is to work collaboratively with our other enterprises and provide security to our staff, visitors, patrons, vendors and facilities. Our vested interest in safety and security should exceed your expectations.

The Objective

- a) Need #1: Increase security measures at Riverboat, Mississippi Greenway: Leonor K. Sullivan Boulevard and Mississippi River levee areas.
- b) Need #2: Physical deterrence for the criminal element which has saturated the levee and the Greenway areas.
- c) Need #3: Visibility of uniformed security, engagement of visitors and patrons to the area and to support the Bi-State Development Agency (BSDA) and Great Rivers Greenway's (GRG) goal to increase safety for visitors and staff.

The Opportunity

- d) Goal #1: Uniformed security patrol of The Riverboats at the Gateway Arch and Mississippi Greenway from Chouteau to the Biddle Street Trailhead by Bi-State Development Corporate Security Specialists
- e) Goal #2: Reduce potential unsafe conditions for visitors, staff, patrons and vendors
- f) Goal #3: Layered security approach to the greenway spaces and riverfront



OUR PROPOSAL

Bi-State Development Corporate Security is pleased to submit this proposal for security services to The Riverboats at the Gateway Arch and Great Rivers Greenway. As an Agency, our goal is to work collaboratively with our other enterprises and provide security to our staff, visitors, patrons, vendors and facilities. Our vested interest in safety and security should exceed your expectations. Our Corporate Security Specialists assigned to this detail at the Riverboats at the Gateway Arch and Mississippi Greenway will be funded through this enterprise to include any additional equipment and/or training necessary to properly work at this location.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Deliverable #1	Selection of three Corporate Security Specialists and one Corporate Security Specialist Lead to be assigned to this role. This will result in the addition of four FTE added to the Public Safety roster.
Deliverable #2	Meet with Director of the Riverboats at the Gateway Arch and Director of Greenway Operations with Great Rivers Greenway for final interview/approval of officers assigned to detail.
Deliverable #3	Completion on any required training/onboarding specific to site.

Scope of work

Four (4) Bi-State Development Agency Corporate Security Specialists will be assigned to the Riverboats at the Gateway Arch and Mississippi Greenway from Chouteau to the Biddle Street Trailhead. During the ridership season, it is the primary function of the Corporate Security Specialist's daily responsibilities to be on-site providing security coverage. Officers will work on a flexible schedule to be on-site during hours of operation for the riverboats and select times to patrol the greenway that coordinate with the scheduling for the riverboats. Officers will additionally patrol the riverfront levee and Great Rivers Greenway's "Mississippi Greenway", specifically from Chouteau to the Biddle Street Trailhead, providing, seven day a week coverage. Officers will patrol in vehicle, and on foot along the Greenway.

Ingress/egress will be monitored on South Leonor K. Sullivan at Chouteau. Bi-State Development Corporate Security Staff will monitor the fixed gate at Chouteau and Leonor K. Sullivan to allow guest traffic for riverfront activities, i.e. boat cruises, helicopter tours, etc.



During non-event, non-sailing, off-peak times, Bi-State Development Corporate Security Specialists will perform ancillary duties, i.e. regular patrol functions within the Department of Public Safety. Direct supervision of the Corporate Security Specialists will remain within the Department of Public Safety. Daily patrols at the Riverboats and Mississippi Greenway will be conducted when the BSDA Corporate Security Specialists are scheduled to work during off peak/non-sailing days. He/she will coordinate with the Director of Riverboats Cruises when other events are booked or when security staffing is required for an event. In each case, the Director of Riverboat Cruises shall notify the Manager of Security or his/her designee no later than 72 hours prior to an unscheduled event. Bi-State Development Corporate Security Specialists will continue to patrol the Greenway as described above on a seven day a week basis.

During extraordinary events outside the daily workload for the Public Safety Team wherein additional resources are required, the assigned Bi-State Development Corporate Security Specialists will be availed to the Public Safety Department as needed.

PRICING

Services Cost Category #1	Price
Four TSS FTE with benefits package @ \$75,000 each	\$300,000.00
Total Services Category #1 Costs	\$300,000.00
*Annual 3% payroll cost increase (to be built into annual budgeting for future years)	TBD
Services Cost Category #2	
Licensing and annual renewal training (\$250 per)	\$1000.00
Taser and Body camera annual lease (\$1,069.92 per)	\$4279.68
Uniforms/replacements \$2,500 (per officer)	\$10,000.00
Total Services Category #2 Costs	\$15,279.68
Total	\$315,279.68



CONCLUSION

If you have questions on this proposal, feel free to contact Tony Smoote at your convenience by email at tesmoote@metroslouis.org or by phone at 314-982-1400 ext. 2123. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Tony Smoote
Security Manager

cc: Kevin Scott, General Manager of Security
Vernon Summers, Director of Security



Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.

For all Agreements in excess of \$5,000.00.

Effective January 1, 2009

STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned Notary Public, in and for the County/City of _____, State of Missouri, personally appeared _____, who is _____ of the Bi-State Development Agency, an interstate compact entity (company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature: _____

Name: _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires:

**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
A SECURITY SERVICES AGREEMENT WITH THE
METROPOLITAN PARK AND RECREATION DISTRICT
D/B/A THE GREAT RIVERS GREENWAY DISTRICT**

PREAMBLES:

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

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

Whereas, 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; and

Whereas, the Agency has been working with the Riverboats at the Gateway Arch on an enhanced security strategy, which yielded an internal agreement, wherein two (2) Security Specialists are being detached to the Riverboats (effective May 6, 2022), on a full-time basis, for overall safety enrichment for our staff and customers (Phase 1); and

Whereas, in accomplishing this task, the Riverboat Enterprise is funding the two (2) added positions, as this effort is not pulling security resources from the transit system; and

Whereas, during the buildout of Phase 1, the Agency was approached by Great Rivers Greenway and asked to provide an expanded security conceptual proposal, building off of the internal effort with the Riverboats, which would offer a cost sharing partnership, providing expanded security patrols on the Mississippi Greenway from Chouteau to the Biddle Street Trailhead; and

Whereas, the proposed agreement would provide: increased security measures at the Riverboats and the adjacent Mississippi Greenway; physical deterrence for criminal activity which has proliferated in the focused area; and visibility of uniformed security engagement; and

Whereas, this effort would expand total security personnel to four (4): three (3) Security Specialists and one (1) Security Specialist Team Leader, for supervisory oversight, at a total cost of \$315,279.68 annually, which will include the cost of Phase 1, and Great Rivers Greenway agrees to reimburse Bi-State Development for half of the annual cost, and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO

to enter into a Security Services Agreement with Great Rivers Greenway for security patrols of the Mississippi Greenway from Chouteau to the Biddle Street Trailhead, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Authorization to Execute an Intergovernmental Agreement. The Board of Commissioners hereby authorizes the President and CEO to enter into a Security Services Agreement with Great Rivers Greenway for security patrols of the Mississippi Greenway from Chouteau to the Biddle Street Trailhead, 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 this Resolution 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 Memorandum of Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect this Memorandum, 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 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 Great Rivers Greenway District.

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

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

Section 9. Payment of Expenses. The Executive Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 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 9th day of May, 2022.

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