



**BOARD OF DIRECTORS SPECIAL MEETING
TO BE HELD**

**December 17th, 2019 at 10:00 a.m.
at 4512 Manchester Avenue
St. Louis, MO 63110**

NOTICE & AGENDA

TAKE NOTICE that on December 17th, at 10:00 a.m. at 4512 Manchester, St. Louis, MO, 63110, The Grove Community Improvement District (the "District") will hold a special meeting to consider and act upon the matter on the following agenda.

1. Call to Order
2. Secondary Security Contract

This meeting is open to the public.

Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314)535-5311.

DATE POSTED: 12-13-2019

Time: 2:45 PM

• **The Grove Community Improvement District** •

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

<http://www.thegrovestl.com/>

2019 SECURITY SERVICE AGREEMENT
By and Between
CAMPBELL SECURITY AND SERVICE GROUP, LLC
AND
THE GROVE COMMUNITY IMPROVEMENT DISTRICT

THIS AGREEMENT (“Contract”), made as of the _____ day of _____, 2019 between THE GROVE COMMUNITY IMPROVEMENT DISTRICT (hereinafter referred to as the “CID”), and CAMPBELL SECURITY AND SERVICE GROUP, LLC (hereinafter referred to as “CONTRACTOR”), a limited liability company incorporated under the laws of Missouri:

WITNESSETH THAT:

WHEREAS, among the powers granted by law to the CID is the power to contract for security personnel within the boundaries of the CID; and

WHEREAS, the CONTRACTOR has the necessary expertise and skill to perform security services; and

WHEREAS, the CID desires to have the CONTRACTOR furnish licensed, trained, uniformed, and active Police Officers (hereinafter referred to as “Officers”) for the purposes of providing security services within the boundaries of the CID. The CID boundaries are as indicated in Exhibit A attached hereto and hereby made a part of this Contract.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Schedule of Services. CONTRACTOR shall furnish Police Officers for the patrol and protection of the CID in accordance with the following schedule:
 - **Wednesday (1 Officer)**
 - 9:00pm-1:00am (1 Officer)
 - **Thursday (3 Officers)**
 - 7:30pm-11:30pm (1 Officer)
 - 11:30pm - 3:30am (2 Officers)
 - **Friday (3 Officers)**
 - 7:30pm - 11:30pm (1 Officer)
 - 11:30pm - 3:30 am (2 Officers)
 - **Saturday (3 Officers)**
 - 7:30pm - 11:30pm (1 Officer)
 - 11:30pm - 3:30 am (2 Officers)
 - **Sunday (2 Officers)**
 - 9:00pm - 1:00am (2 Officers)
 - Shift should be provided on the following holidays:
 - New Year’s Day
 - Memorial Day
 - Independence Day

- Halloween Day (Shifts Starting 4pm through 11:30pm)
- Thanksgiving Eve (Shifts Starting 4pm through 11:30pm)
- Thanksgiving Day
- Christmas Eve (Shifts Starting 4pm through 11:30pm)
- Christmas Day
- New Year's Eve

Shift needs, times, and locations are subject to change and will be determined by the Central West End Neighborhood Security Initiative (hereinafter referred to as "CWENSI") as approved by the CID and informed by the following criteria:

- a. CONTRACTOR's own internal crime data and law enforcement experience;
 - b. Crime data obtained from databases managed by the St. Louis Metropolitan Police Department (hereinafter referred to as "SLMPD");
 - c. Requests from the SLMPD;
 - d. Requests from the representative of the CID designated in writing by the CID to the Contractor (hereinafter the "the CID Representative"); and
 - e. the CID's Annual Security Budget (as hereinafter defined).
2. Budget. The CID shall provide the CONTRACTOR with an annual security budget (the "Annual Security Budget") designated specifically for the CONTRACTOR's services. The Annual Security Budget for the upcoming contract year will be provided to the contractor before June 1st of the preceding year.
3. Services to be Provided. CONTRACTOR shall furnish said Officers completely outfitted with uniforms and all necessary equipment. Officers shall at all times adhere to SLMPD Policy and Procedures in effect at the time and perform the following duties:
- a. Conduct patrols of the CID via foot or the CONTRACTOR's owned or leased mountain bikes, all-terrain vehicles, or automobiles.
 - b. Carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS").
 - c. During patrols guard the CID against crimes against persons and property to include, but not limited to, theft, trespass, burglary, vandalism, robbery, and assault. Every effort shall be made to prevent crime; however, due to the nature of criminal activity and detection of same, there is no guarantee and the CONTRACTOR will not be held liable by any means for such incidents when they occur, except to the extent caused by the negligent acts or willful misconduct of CONTRACTOR.
 - d. Affect arrests and complete SLMPD reports when deemed necessary by SLMPD Policy and Procedures in effect at the time.
 - e. Electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CWENSI and CID Representative.
 - f. Coordinate the duties it performs hereunder with the SLMPD from time to time as necessary or appropriate.
 - g. Attend legal proceedings as deemed necessary by order of the courts or as reasonably requested by the CID Representative.

4. SLMPD Radio Protocol. CONTRACTOR's Officers shall utilize their radios issued by SLMPD in the following ways:
 - a. When Officers start their shifts, they shall utilize their radio with the call letters provided for each secondary location in District 2 and sign on with the SLMPD dispatcher.
 - b. If Officers conduct any activity; including but not limited to a business check, an abandoned car check, or a stop and frisk; they shall advise the SLMPD dispatcher of their activity and location.
 - c. When Officers complete their shifts, they shall advise the dispatcher they have completed it and sign off.
5. Insurance. CONTRACTOR agrees to have and keep in full force the policies set forth in Exhibit B, entitled "Insurance Requirements", which is attached hereto and incorporated herein at all times during the term of this Contract. All policies, endorsements, certificates and/or binders shall be subject to approval by the CID's Representative as to form and content. These requirements are subject to amendment or waiver if so previously approved in writing by the CID's Representative. CONTRACTOR agrees to provide the CID with a copy of said policies, certificates and/or endorsement before work commences under this Contract.
6. Designated Representative of Contractor. CONTRACTOR is responsible for the direct supervision of the Officers through its designated representative. Such representative shall, in turn, be available at all reasonable times to report to and confer with the CID Representative with respect to the services.
7. Provisions of Officers. The CONTRACTOR's protection service covered by this Contract shall be performed by P.O.S.T, certified Police Officers, all of whom shall be active and in good standing with their respected agency, all while in strict conformity with the best practices and such standards as may be prescribed by CONTRACTOR from time to time. Upon request by the CID Representative, CONTRACTOR shall remove from service hereunder any of its employees who, in the sole determination of the CID, has engaged in improper conduct or is not qualified to perform the work assigned to him.
8. Invoice and Payment. CONTRACTOR shall furnish the CID with detailed invoices on the 15th and last day of each month. Such invoices are payable to CONTRACTOR by the CID on or before thirty (30) calendar days after receipt of invoice. CONTRACTOR shall furnish the CWENSI and CID Representative with full invoicing backup documentation.
9. Rates. For the services rendered hereunder, the CID shall pay CONTRACTOR as follows:
 - a. SEVENTY DOLLARS (\$70.00) per hour per Officer through June 30, 2021 increasing to SEVENTY-TWO DOLLARS AND FIFTY CENTS (\$72.50) per hour per Officer from July 1, 2021 through June 30, 2022.
 - b. EIGHTY DOLLARS (\$80.00) per hour per Officer working past their scheduled shift and directly related to an arrest or incident occurring while working for the CID by CONTRACTOR through June 30, 2021 increasing to EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$82.50) per hour per Officer from July 1, 2021 through June 30, 2022.
 - c. SEVENTY DOLLARS (\$70.00) per hour (minimum of two hours) per Officer in

the event of a warrant application related to an arrest made by the Officer during the course of the Officer's duties for the CID by CONTRACTOR through June 30, 2021 increasing to SEVENTY-TWO DOLLARS AND FIFTY CENTS (\$72.50) per hour per Officer from July 1, 2021 through June 30, 2022.

- d. In the event an Officer is subpoenaed to court directly related to an arrest or incident which occurred while working for the CID by CONTRACTOR the CID will be charged SEVENTY DOLLARS (\$70.00) per hour per Officer through June 30, 2021 increasing to SEVENTY-TWO DOLLARS AND FIFTY CENTS (\$72.50) per hour per Officer from July 1, 2021 through June 30, 2022 for said court time.
- e. Holiday Rates – The following days will be billed at EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$82.50) per hour:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- CWE Halloween Party
- Halloween Night (Shifts Starting 4pm through 11:30pm)
- Thanksgiving Eve (Shifts starting 4pm through 11:30pm)
- Thanksgiving Day
- Christmas Eve (Shifts starting 4pm through 11:30pm)
- Christmas Day
- New Year's Eve

- 10. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the CID, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or active negligent acts or omissions by CONTRACTOR's officers, employees, agents, representatives or subcontractors. The acceptance of said services and duties by the CID shall not operate as a waiver of such right of indemnification.
- 11. Waiver. CONTRACTOR agrees that waiver by the CID of any breach or violation of any terms or condition of this Contract shall not be deemed to be a waiver of any other term or condition or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the CID of any work or services by CONTRACTOR shall not be deemed a waiver of any term or condition of this Contract.
- 12. Independent Contractor: It is understood and agreed that CONTRACTOR, in the performance of this Contract, shall act and be an independent CONTRACTOR and not an agent or employee of the CID; and as an independent CONTRACTOR, CONTRACTOR and all persons employed through CONTRACTOR shall obtain no rights to salary, retirement benefits or other benefits which may accrue to the CID's employees, and CONTRACTOR hereby expressly waives any claim it, or anyone claiming through it, may have to any such rights. CONTRACTOR shall maintain complete control over all of CONTRACTOR's employees, any subcontracting subcontractors, and CONTRACTOR's operations. Neither CONTRACTOR nor any person retained by CONTRACTOR may represent, act, or purport to act as the agent, representative or employee of the CID. Neither

CONTRACTOR nor the CID is granted any right or authority to assume or create any obligation on behalf of the other.

13. Compliance with Laws and Policies and Procedures of SLMPD. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the United States of America, the State of Missouri and the City of St. Louis, and to the Policies and Procedures of the SLMPD in effect at the time.
14. Non-discrimination. CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Contract.
15. Term, termination and modification.
 - a. This contract shall be terminable by CONTRACTOR as to the CID or by the CID as to CONTRACTOR, with or without cause, upon giving of thirty (30) days' written notice.
 - b. The CONTRACTOR reserves the right to suspend or reduce services if payment for said services becomes in excess of 30 days from date of invoice.
 - c. This initial term of this Contract extends from December ____, 2019 to June 30, 2022.
 - d. After the initial term, this contract can be renewed for a period of up to one year by the CID and CONTRACTOR by the sending of a simple letter so renewing this contract signed by an officer of the CID. This contract can be renewed if desired multiple times.
16. Notices. A notice, demand or other communication under this Contract by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, as follows
 - a. THE GROVE COMMUNITY IMPROVEMENT DISTRICT:

Address: 447 North Euclid
St. Louis, MO 63108
Attn.: Jim Whyte
Email: jwhyte@cwensi.com
Facsimile: 314.361.0496

With a copy to: Park Central Development

Address: 4512 Manchester Ave., Suite 100
St. Louis, MO 63110
Attn.: Ashley Johnson
Email: ashley@pcd-stl.org

With a copy to: Husch Blackwell LLP

Address: 190 Carondelet Plaza, Suite 600
St. Louis, MO 63105

Attn.: David G. Richardson

Email: david.richardson@huschblackwell.com

Facsimile: (314) 480-1505

b. CAMPBELL SECURITY AND SERVICE GROUP, LLC:

Address: 2350 S. 7th Street, Suite 130
St. Louis, MO 63104

Attn.: Chris Saracino

Email: chris@campbellsecuritygroup.com

Or such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Paragraph.

17. Assignability. The parties agree that the expertise and experience of Contractor are material considerations in this Agreement. Contractor shall not assign or transfer any interest in this Contract nor the performance of any of Contractor's obligations hereunder, with the prior written consent of CID, and any attempt by Contractor to assign this Contract or any rights, duties, or obligations arising hereunder shall be void and of no effect.
18. Subcontractors. Contractor may not use subcontractors to perform any services authorized under this Contract.
19. Governing Law. CID and Contractor agree that the law governing this Contract shall be that of the State of Missouri.
20. Venue. In the event that suit is brought by either party to this Contract, the parties agree that venue must be exclusively vested in the 21st Judicial Circuit Court of the State of Missouri, or if federal jurisdiction is appropriate, exclusively in the United States District Court of Eastern Missouri.
21. Confidential Information. All data, documents, discussions or other information developed or received by or for Contractor in performance of this Contract are confidential and must not be disclosed to any person except as authorized by the CID, or as required by law.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the day and year first above written.

THE GROVE SPECIAL BUSINESS DISTRICT

By: _____

Date: _____

CAMPBELL SECURITY AND SERVICE GROUP, LLC

By: _____

Date: _____

Exhibit A

CID Boundaries

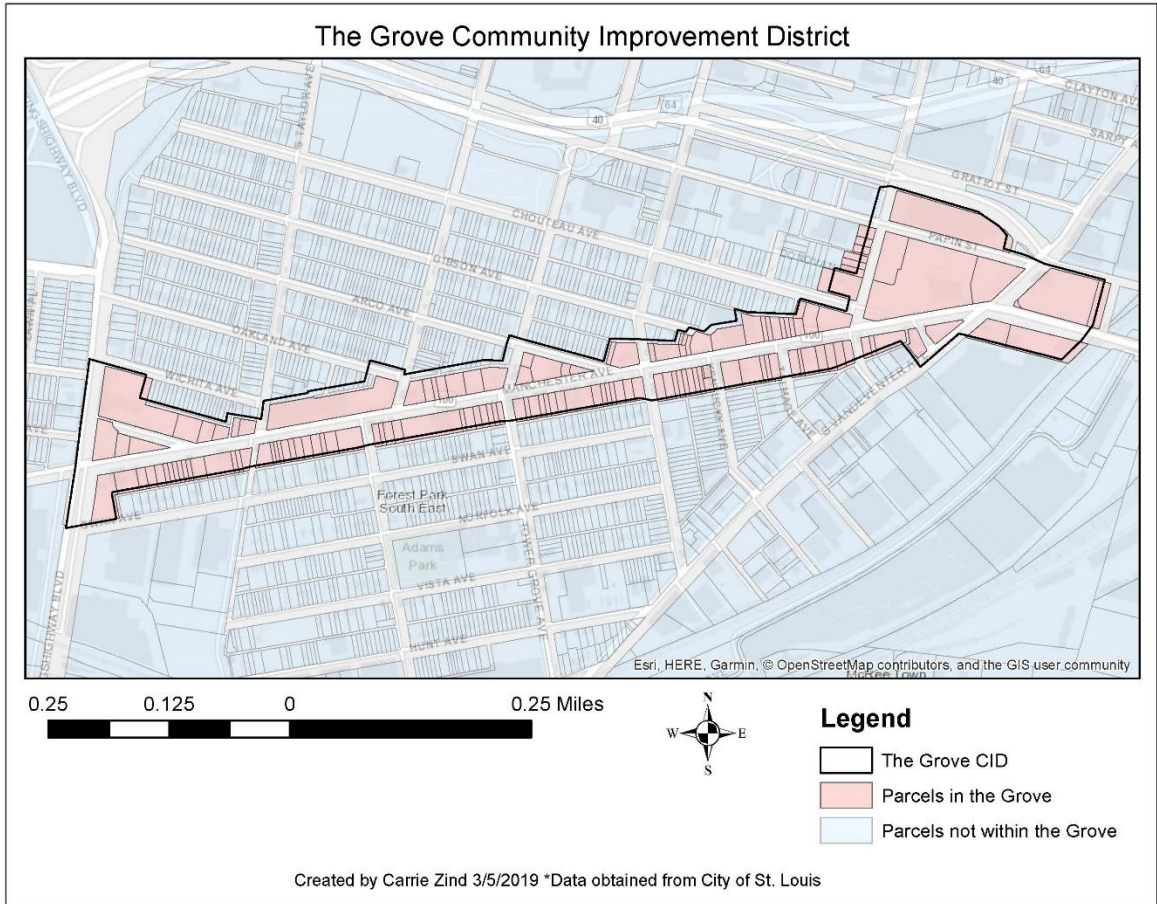


Exhibit B

Insurance Requirements

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance and Employer's Liability Insurance as required by Missouri Law; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CID Representative.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limited no less than

1. Commercial General Liability Insurance with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate;
2. Automobile Liability Insurance with limits no less than one million dollars (\$1,000,000.00) per occurrence;
3. Workers' Compensation Insurance, as required by the state of Missouri, with statutory limits;
4. Employer's Liability Insurance with limits no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease, for each of Contractor's employees who will be engaged in the performance of this Agreement;
5. Umbrella/Excess Liability: \$10,000,000 per occurrences and \$10,000,000 aggregate, and
6. If excluded from the insurance policies required in – (1) above, liability insurance covering the Contractor's use of marked mobile vehicles with limits no less than one million dollars (\$1,000,000.00) per occurrence. Contractor will name the Grove CID as an additional insured on Contractor's commercial general liability, automobile liability, and ATV liability policies and will provide the Grove CID with certificates of insurance evidencing such coverage upon execution of this Agreement.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the CID. At the option of the CID, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CID, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CID

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. the CID, its officers, employees, agents or CONTRACTORS are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and complete operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CID, its officers, employees, agents and CONTRACTORS.
 - b. CONTRACTOR's insurance coverage shall be primary insurance as respects the CID, its officers, employees, agents and CONTRACTORS. Any insurance or self-insurance maintained by the CID, its officers, employees, agents or CONTRACTORS shall be excess of CONTRACTOR's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided the CID, its officers, employees, agents or CONTRACTORS.
 - d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the CID, its officers, employees, agents and CONTRACTORS.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CID.

F. Verification of Coverage

CONTRACTOR shall furnish the CID with certificates of insurance and with original endorsements affecting coverage required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either e-mailed in pdf format to the CID, jwhyte@cwensi.com or mailed to the following postal address or any subsequent address as may be directed in writing by the CID.

CWE NSI
447 N. Euclid
St. Louis, MO 63108

Kyle Oberle

From: John Anderson <JAnderson@apmissouri.com>
Sent: Thursday, December 12, 2019 12:53 PM
To: Kyle Oberle
Subject: FW:
Attachments: 20191212095722727.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Kyle, see wording below and would request that wording. Will the security firm have owned ATV's for patrolling and or vehicles? On #6 would insert to clarify the limit on the ATV'S/Vehicles and keep verbiage for the rest of #6. And then insert #7 for the wording. I would check with your attorney and aske them to review . THANKS

John G Anderson Managing Director

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11975 Westline Industrial Drive, St. Louis, MO 63146
(P) 314.523.8802 (F) 314.453.7555
Managing Risk & Opportunity
www.apmissouri.com

From: Laura Stowers <LStowers@apmissouri.com>
Sent: Thursday, December 12, 2019 10:23 AM
To: John Anderson <JAnderson@apmissouri.com>
Subject: RE:

Here is advisable wording to use:

6. ATV & Marked Mobile Vehicles Liability: \$1,000,000 per occurrence.

7. The above listed policies, except Workers Compensation, should provide additional insured status for Grove CID & Park Central Development. Additional insured status shall be provided as primary/noncontributory coverage. A certificate of insurance and copies of additional insured endorsements evidencing the required coverage shall be provided by Contractor.

Thoughts?

Laura Stowers, CIC, CISR, RWCS, PRIS *Sr. Account Executive*

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