



Grove CID Joint Executive/Safety and Security Committee Meeting

**TO BE HELD**

August 30, 2022 at 3:00 PM

Via Zoom

***Please Note: Due to COVID-19, the Executive and Finance Committee meeting will be held by Zoom Conference.***

Mobile: US: +16469313860,,83438394232# or +19294362866,,83438394232#

Meeting URL: <https://us06web.zoom.us/j/83438394232?from=addon>

Meeting ID: 834 3839 4232

**NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on August 30, 2022, at 3:00 PM via Zoom, the Grove Community Improvement District (the "District") will hold a **Joint Executive/Safety and Security Committee** meeting to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. **Call to Order**
2. **Approval of Meeting Minutes**
3. **Secondary Patrol Services Contract**
4. **Other Business**
5. **Adjournment**

**This meeting is open to the public;** provided, however, a portion of the meeting may be closed to discuss select matters as provided by Section 610.021, RSMo.

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: 8-26-2022**

**Time Posted: 3:00 PM**

• **The Grove Community Improvement District** •

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

[www.thegrovestl.com](http://www.thegrovestl.com)

**2022 SECURITY SERVICE AGREEMENT**

**By and Between**

**THE CITY'S FINEST, LLC**

**AND**

**GROVE COMMUNITY IMPROVEMENT DISTRICT**

THIS AGREEMENT ("Contract"), made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 between THE GROVE COMMUNITY IMPROVEMENT DISTRICT (hereinafter referred to as the "CID"), and THE CITY'S FINEST, 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 provide services to enhance the safety and enjoyment of the property owners and general public within 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, Police Officers or Sheriff's (both 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. Determination of Services. CONTRACTOR shall furnish Officers for the patrol of the CID at various dates and times to be determined by the CONTRACTOR in order to meet the needs and requests of the CID. The CONTRACTOR will use information from the following when designing a patrol strategy:
  - 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. Recommendations from the Office of the Central West End's Neighborhood Security Initiative (hereinafter referred to as "NSI");
  - d. Requests from the Grove CID's Executive Board or Grove CID's Security Committee;
  - e. Requests from the representative of the CID designated in writing by the CID to the Contractor (hereinafter the "the CID Representative"); and
  - f. The CID's Annual Security Budget.

2. Budget. The CID shall provide the CONTRACTOR with an 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 on or before June 1<sup>st</sup> of the preceding year. The <sup>1</sup>CLIENT and the CONTRACTOR will work together to determine prudent month-to-month budget allocations for the upcoming year. The month-to-month budget allocations for the upcoming year will be finalized and approved by the CLIENT on or before the 15th of the preceding year. <sup>2</sup>Throughout the course of the year the CONTRACTOR may modify the month-to-month budget allocations to help compensate for crime trends, special events, CLIENT requests and actual budget usage. Any changes to the month-to-month budget allocations will be communicated to the CLIENT in a timely manner.
3. Budget Tracker. The CLIENT approved month-to-month budget allocations will be illustrated in the CONTRACTOR's budget tracker product. The budget tracker will be updated monthly to reflect the CONTRACTOR's actual usage of the budget through the last day of the previous month. Any overages and shortages relative to the use of the month-to-month budget will be summarized in the budget tracker. The CONTRACTOR will make every attempt to provide the CLIENT with an updated budget tracker by the 15th of each month; <sup>3</sup>however, there is no guarantee due to the nature of data used to compile the budget tracker.
4. Schedule. The CONTRACTOR will construct schedules for the CID in accordance with the allocated monthly budgets. <sup>4</sup>Due to the nature of the CONTRACTOR's services, the CONTRACTOR reserves the right to modify the scheduled date, start time, end time, or duration of shifts.
5. Services to be Provided. CONTRACTOR shall furnish said Officers completely outfitted with uniforms and all necessary equipment. Officers <sup>5</sup>shall perform the following duties:
  - a. Officers shall at all times adhere to policy and procedures set forth by the SLMPD.
  - b. Officers shall at all times adhere to the policy and procedures set forth by the CONTRACTOR.
  - c. Officers shall conduct patrols of the CID via foot or the CONTRACTOR's owned mountain bikes or automobiles.
  - d. Officers shall patrol the CID in an effort to protect 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. Officers, nor the CONTRACTOR will be held liable <sup>6</sup>by any means for criminal incidents when they occur.
  - e. Officer shall carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS") unless otherwise excluded per approval of the

# Summary of Comments on 2022 TCF Security Service Agreement - Grove

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## Page: 2

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- Number: 1 Author: zmeyer Subject: Highlight Date: 8/22/2022 2:34:56 PM  
The term "Client" isn't defined. It would be beneficial to explain that the CID is referred to as both the CID and CLIENT within this Contract.
- Number: 2 Author: zmeyer Subject: Highlight Date: 8/22/2022 3:38:51 PM  
Note that Contractor may modify the month-to-month budget allocations and is required to communicate this to the CID "in a timely manner". Consider whether the CID would like advance written approval rights of any modifications to the month-to-month budget allocation.
- Number: 3 Author: zmeyer Subject: Highlight Date: 8/22/2022 3:37:10 PM  
Please note that Contractor will try to provide the CID with an updated budget tracker by the 15th of the month, but does not guarantee such delivery. Consider adding language requiring the Contractor send an updated tracker as soon as possible if unable to do so by the 15th.
- Number: 4 Author: zmeyer Subject: Highlight Date: 8/22/2022 3:32:31 PM  
Please note that Contractor reserves the right to modify the schedule date, start time, end time and duration of shifts. Consider adding language here requiring that modified schedules don't have gaps where no one is patrolling.
- Number: 5 Author: zmeyer Subject: Highlight Date: 8/22/2022 3:39:18 PM  
This is a typo and should be revised to "shall."
- Number: 6 Author: zmeyer Subject: Highlight Date: 8/22/2022 3:33:32 PM  
Please note that Contractor and its Officers will not be held liable by any means for criminal incidents when they occur. Consider revising this to allow for liability if the criminal incident is due to gross negligence on behalf of the Officers or Contractor.

CONTRACTOR.

- f. Officers shall carry a CONTRACTOR's handheld device containing the CONTRACTOR's mobile reporting software (hereafter referred to as MobileDMS) unless otherwise excluded per the approval of the CONTRACTOR.
  - g. Officers shall use the MobileDMS to electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CONTRACTOR and CLIENT.
  - h. Offices may coordinate the duties they perform hereunder with the SLMPD from time to time as necessary or appropriate.
  - i. Officers may be required to attend legal proceedings by order of the courts.
6. Access to MobileDMS. CONTRACTOR may grant a designated representative from the CID access to certain functions of the MobileDMS. The CONTRACTOR can, without cause or warning, suspend or revoke the designated representative's access to the MobileDMS. Data within the MobileDMS is considered highly confidential and the designated representative(s) from the CID shall not share any data or access to the system without express written permission from the CONTRACTOR.
7. Access to GPS. CONTRACTOR may grant a designated representative from the CID access to the CONTRACTOR's GPS system. For the safety of the CONTRACTOR's Officers use of the system is restricted to the designated representative(s) of the CID staff. The CONTRACTOR can, without cause or warning, suspend or revoke the designated representative's access to the GPS system. The CLIENT shall not share any data or access to the system without express written permission from the CONTRACTOR.
8. 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 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.
9. 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 and confer with the CID Representative with respect to the services.
10. Provisions of Officers. Upon request by the CID Representative, CONTRACTOR shall remove from service hereunder any of its Officers who, in the sole determination of the CID, has engaged in improper conduct or is not qualified to perform the work assigned to him or her.

11. Invoice and Payment. CONTRACTOR shall furnish the CID with detailed invoices near the 15<sup>th</sup> and last day of each month. Such invoices are payable to CONTRACTOR by the CID on or before thirty (30) calendar days from the date of the invoice. Upon payment not received after the aforementioned 30-day period, CONTRACTOR may levy an immediate 4% penalty, then an additional 4% penalty every 30 days thereafter (compounded).

12. Rates. For the services rendered hereunder, the CID shall pay CONTRACTOR as follows:

- a. NINETY FIVE DOLLARS (\$95.00) per hour / per Officer / for all shifts excluding the below listed holidays.
- b. NINETY FIVE DOLLARS (\$95.00) per hour / per Officer <sup>1</sup> for a minimum of two hours in the event of a warrant application or any associated court time related to an arrest or incident involving the CONTRACTOR's Officer during the course of the Officer's duties for the CID by the CONTRACTOR.
- c. Any shift starting on the following days will be billed at ONE HUNDRED AND FOURTY TWO DOLLARS AND FIFTY CENTS (\$142.50) per hour / per Officer:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- 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
- Special Events Approved by the CLIENT

13. 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 executive officers, employees or agents. The acceptance of said services and duties by the CID shall not operate as a waiver of such right of indemnification.

14. 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.

Please note that for Officers completing a warrant application or attending court, there is a two hour minimum requirement.



15. 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.
16. 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. Additionally, the CONTRACTOR shall comply with the policies and procedures of the SLMPD and the St. Louis Metropolitan Police Department's Private Security Division in effect at the time.
17. 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.
18. Term, termination and modification.
  - a. This contract shall be terminable by CONTRACTOR as to the CID or by the CID as to CONTRACTOR, <sup>1</sup>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 July 1, 2022 through June 31, 2024.
  - d. After the initial term, this <sup>2</sup>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.
19. 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



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■ Number: 1 Author: zmeyer Subject: Highlight Date: 8/22/2022 2:56:08 PM  
Please note the Contract may be terminated with or without cause by both the Contractor and CID.

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■ Number: 2 Author: zmeyer Subject: Highlight Date: 8/22/2022 2:57:17 PM  
Please capitalize.

a. GROVE COMMUNITY IMPROVEMENT DISTRICT:

Address: 4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110  
Attn.: Park Central Development Corporation  
Facsimile: 314.535.5311

b. THE CITY'S FINEST, LLC

Address: 1039 Tower Grove Avenue  
St. Louis, MO 63131  
Attn.: Charles R. Betts, Jr.  
President & CEO

Or such to her 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.

20. Assignability. The parties agree that the expertise and experience of Contractor<sup>1</sup> are material considerations in this Agreement<sup>2</sup>. Contractor<sup>3</sup> shall not assign or transfer any interest in this Contract nor the performance of any of Contractor's<sup>4</sup> obligations hereunder, with<sup>5</sup> 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.
21. Subcontractors. Contractor<sup>6</sup> may not use subcontractors to perform any services authorized under this Contract.
22. Governing Law. CID and Contractor<sup>7</sup> agree that the law governing this Contract shall be that of the State of Missouri.
23. 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 22<sup>nd</sup> Judicial Circuit Court of the State of Missouri, or if federal jurisdiction is appropriate, exclusively in the United States<sup>8</sup> District Court of Eastern Missouri.
24. 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 CONTRACTOR, or as required by law.

## Page: 6

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■	Number: 1	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 2:58:02 PM
Please capitalize.				
■	Number: 2	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 2:58:33 PM
Please change from "Agreement" to "Contract."				
■	Number: 3	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 2:58:44 PM
Please capitalize.				
■	Number: 4	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 3:01:05 PM
Please capitalize and add an apostrophe.				
■	Number: 5	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 3:01:52 PM
Please change to without.				
■	Number: 6	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 3:02:13 PM
Please capitalize.				
■	Number: 7	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 3:02:23 PM
Please capitalize.				
■	Number: 8	Author: zmeyer	Subject: Highlight	Date: 8/22/2022 3:41:01 PM
Typo; delete the underscore.				

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

GROVE COMMUNITY IMPROVEMENT  
DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY'S FINEST, LLC

By:  \_\_\_\_\_

Charles R. Betts, Jr., President & CEO

Date: August 19, 2022<sup>1</sup> \_\_\_\_\_



**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, nonowned 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



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Number: 1 Author: zmeyer Subject: Highlight Date: 8/22/2022 3:35:35 PM

Please note that while "subcontractors" is included here, paragraph 21 of the Contract does not allow them to be used for any authorized services. Therefore, this reference of "subcontractors" on Exhibit B can be removed.

CONTRACTOR shall maintain limited no less than

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by Missouri Law and Employers' Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions: \$1,000,000 per occurrence/aggregate limit.

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:

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- Number: 1      Author: zmeyer      Subject: Highlight      Date: 8/22/2022 3:05:53 PM  
Please note that this number seems quite low. Please consider raising to \$2 or \$3 million.

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  - Number: 2      Author: zmeyer      Subject: Highlight      Date: 8/22/2022 3:06:16 PM  
Same comment as above. Please note that this number seems quite low. Please consider raising to \$2 or \$3 million.

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  - Number: 3      Author: zmeyer      Subject: Highlight      Date: 8/22/2022 3:06:40 PM  
Please hyphenate to "self-insured".

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  - Number: 4      Author: zmeyer      Subject: Highlight      Date: 8/22/2022 3:07:01 PM  
Please add a period at the end of this sentence.

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, [ashley@pcd-stl.org](mailto:ashley@pcd-stl.org) or mailed to the following postal address or any subsequent address as may be directed in writing by the CID.

Park Central Development Corporation  
4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110