

## **2024 SECURITY SERVICE AGREEMENT**

**By and Between  
THE CITY'S FINEST, LLC  
AND ST. LOUIS HILLS SPECIAL BUSINESS DISTRICT**

THIS AGREEMENT ("Contract"), made as of the \_\_\_ day of \_\_\_ 2024 between the ST. LOUIS HILLS SPECIAL BUSINESS DISTRICT (hereinafter referred to as the "SBD"), 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 SBD is the power to provide services to enhance the safety and enjoyment of the property owners and general public within the SBD; and

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

WHEREAS, the SBD desires to have the CONTRACTOR furnish licensed, trained, uniformed, Law Enforcement Officers (hereinafter referred to as "LEO's") and Security Officers (hereinafter referred to as "Security Officers") for the purposes of providing security services within the boundaries of the SBD. Additionally, the SBD desires to have the CONTRACTOR furnish trained and uniformed Neighborhood Ambassadors (hereinafter referred to as "Ambassadors") for the purposes of providing information services within the boundaries of the SBD. The SBD 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 LEO's (Police Officers and Sheriff Deputies), Security Officers and Ambassadors for the patrol of the SBD at various dates and times to be mutually agreed upon in writing by the CONTRACTOR and the SBD in order to meet the needs and requests of the SBD. 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. Requests from the SBD
  - d. The SBD's Annual Security Budget.
  - e. Any other means of understanding historical and current crime and trends and incidents
2. Budget. The SBD 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 December 1<sup>st</sup> of the preceding year, with an exception to this clause during the start year of the contract.

The SBD 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 SBD on or before December 15th of the preceding year, again in exception to the start year of the contract. Throughout the course of the year the CONTRACTOR may modify the month-to-month budget allocations to help compensate for crime trends, special events, SBD requests and actual budget usage. Any changes to the month-to-month budget allocations will be communicated to the SBD in writing in a timely manner.

3. Budget Tracker. The 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.
4. Schedule. The CONTRACTOR will construct schedules for the SBD in accordance with the allocated monthly budgets. 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; provided, that, the CONTRACTOR must provide the SBD prior written notice of any schedule modifications, and such schedules, as modified, shall remain in accordance with the allocated monthly budgets and be consistent with a commercially reasonable patrol strategy designed to provide the necessary security services within the boundaries of the SBD. The SBD shall have the right to require that the CONTRACTOR provide security services at such locations, time periods, or dates as may be determined from time to time by the SBD in its sole discretion.
5. Services to be Provided. CONTRACTOR shall furnish said LEO's, Security Officers and Ambassadors completely outfitted with uniforms and all necessary equipment. LEO's, Security Officers and Ambassadors shall perform the following duties:
  - a. LEO's shall at all times adhere to policies and procedures set forth by the SLMPD.
  - b. Security Officers shall at all times adhere to policies and procedures set forth by the St. Louis Metropolitan Police Department's Private Security Division.
  - c. LEO's, Security Officers and Ambassadors shall at all times adhere to the policies and procedures set forth by the CONTRACTOR.
  - d. LEO's and Ambassadors shall conduct patrols of the SBD via foot, the CONTRACTOR's owned mountain bikes or CONTRACTOR's owned automobiles.
  - e. Security Officers shall conduct patrols of various specific business, addresses, private streets or special events within the SBD via foot or CONTRACTOR's owned mountain bikes or automobiles.
  - f. LEO's shall patrol the SBD in an effort to protect the SBD 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. LEO's, nor the CONTRACTOR will be held liable by any means for criminal incidents when they occur, unless such incidents are directly caused by LEO's or CONTRACTOR.

- g. Security Officers shall patrol various specific business, addresses, private streets or special events within the SBD, in an effort to protect the location 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. Security Officers, nor the CONTRACTOR will be held liable by any means for criminal incidents when they occur, unless such incidents are directly caused by Security Officers or CONTRACTOR.
  - h. Ambassadors shall patrol the SBD in an effort to observe and report safety or quality of life concerns within the SBD to the CONTRACTOR and the SBD. In addition, the Ambassadors will assist visitors and residents of the SBD with directions and general information services regarding events and locations of interest within or near the SBD. The Ambassadors may engage in various other non-security citizen service roles as approved by the CONTRACTOR in coordination with the SBD. Ambassadors shall have no security role and they, nor the CONTRACTOR, will be held liable by any means for any type of criminal incident when they occur, unless such incidents are directly caused by Ambassadors or CONTRACTOR.
  - i. LEO's, Security Officers and Ambassadors shall carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS") unless otherwise excluded per approval of the CONTRACTOR in coordination with the SBD.
  - j. LEO's, Security Officers and Ambassadors 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 in coordination with the SBD.
  - k. LEO's, Security Officers and Ambassadors shall use the MobileDMS to electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CONTRACTOR and SBD.
  - l. LEO's at times may be required to affect arrests and complete LEO reports when deemed necessary by SLMPD's policy and procedures in effect at the time.
  - m. Security Officers at times may be required to effect arrests when deemed necessary by St. Louis Metropolitan Police Department's Private Security Division's policies and procedures in effect at the time.
  - n. LEO's, Security Officers and Ambassadors may be required to attend legal proceedings by order of the courts.
  - o. CONTRACTOR upon request from the SBD will provide LEO's with equipment necessary to operate third-party camera monitoring software. Neither the LEO's nor the CONTRACTOR will be held liable by any means for incidents that occur involving the services or system, including lack of response by the LEO's, while making their best efforts to respond to system alerts, unless such lack of response occurs as a result of the gross negligence or willful misconduct of the LEO's or the CONTRACTOR.
6. Access to MobileDMS. CONTRACTOR shall grant a designated representative(s) from the SBD access to certain functions of the MobileDMS. The CONTRACTOR can suspend or revoke the designated representative's access to the MobileDMS without warning if the CONTRACTOR feels the system is being misused. Data within the MobileDMS is

considered highly confidential and the designated representative(s) from the SBD shall not share any data or access to the system without express written permission from the CONTRACTOR.

7. Access to GPS. CONTRACTOR shall grant a designated representative from the SBD access to the CONTRACTOR's GPS system. For the safety of the CONTRACTOR's LEOs, Security Officers and Ambassadors, use of the system is restricted to the designated representative(s) of the SBD. The CONTRACTOR can suspend or revoke the designated representative(s) access to the GPS system without warning if the CONTRACTOR feels the system is being misused. The SBD 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 liability insurance and workers compensation policies in accordance with State and Federal laws. All policies, endorsements, certificates and/or binders shall be subject to approval by the SBD's Representative(s) as to form and content. CONTRACTOR agrees to provide the SBD 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 to and confer with the SBD Representative with respect to the services.
10. Provisions of Officers. The CONTRACTOR's law enforcement (LEO) services covered by this contract shall be performed by certified Law Enforcement Officers, all of whom shall be active and in good standing with their respective agency, all in strict conformity with the best industry practices and such standards as may be prescribed by CONTRACTOR and/or SLMPD from time to time. Upon request by the SBD Representative(s), CONTRACTOR shall remove from service hereunder any of its employees who, in the sole determination of the SBD, has engaged in improper conduct or is not qualified or is not suitable to perform the security services being provided by the CONTRACTOR to the SBD hereunder.
11. Invoice and Payment. CONTRACTOR shall furnish the SBD with detailed invoices on the 15<sup>th</sup> and last day of each month. Such invoices, unless otherwise disputed by the SBD in good faith, are payable to CONTRACTOR by the SBD on or before thirty (30) calendar days from the date of SBD's receipt of such 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). If there is a bona fide dispute regarding any invoice rendered or amount paid or to be paid, the SBD shall notify the CONTRACTOR in writing thereof, and the parties shall use their best efforts to resolve such dispute expeditiously. In no event shall a bona fide dispute waive, cancel, or suspend any party's obligations hereunder. If the SBD notifies the CONTRACTOR in writing of a disputed invoice or payment, and there is a good faith basis for such dispute, the time for paying the disputed portion of the invoice shall be extended by a period of time equal to the time between the CONTRACTOR's receipt of such notice and the resolution of such dispute.

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

- a. NINETY DOLLARS (\$90.00) per hour / per Law Enforcement Officer / for all shifts excluding the below listed holidays.
  - b. ONE HUNDRED and THIRTY FIVE DOLLARS (\$135.00) per hour / per Law Enforcement Officer 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 Law Enforcement Officer during the course of the duties for the SBD by the CONTRACTOR.
  - c. FOURTY DOLLARS (\$40.00) per hour / per Security Officer or Ambassador.
  - d. Any shift starting on the following days will be billed at ONE HUNDRED and THIRTY FIVE DOLLARS (\$135.00) per hour / per Law Enforcement Officer or SIXTY DOLLARS (\$60.00) per hour / per Security Officer or Ambassador:
    - 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 SBD
13. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the SBD, its officers, employees and agents against any claim, loss or liability, including, but not limited to, reasonable attorneys' fees and court costs, arising out of or resulting in any way from (1) work performed under this Contract due to the willful misconduct or active negligent acts or omissions by CONTRACTOR's officers, employees or agents, or (2) CONTRACTOR's breach or default under this Contract. The acceptance of said services and duties by the SBD shall not operate as a waiver of such right of indemnification. Due to the nature of criminal incidents and the services provided by the CONTRACTOR, the CONTRACTOR will not be held liable by any means for criminal incidents when they occur, unless such incidents are caused by CONTRACTOR or CONTRACTOR's officers, employees or agents.
14. Waiver. CONTRACTOR agrees that waiver by the SBD 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 SBD of any work or services by CONTRACTOR shall not be deemed a waiver of any term or condition of this Contract.
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 SBD; 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 SBD'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 SBD. Neither CONTRACTOR nor the SBD 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, and shall cause all LEOs, Security Officers, and Ambassadors to 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 SBD or by the SBD as to CONTRACTOR, with or without cause, upon giving of thirty (30) days' written notice.
  - b. Either party may terminate this Contract at any time, effective upon the other party's receipt of termination notice upon the occurrence of any material breach or default of this Contract by the other party that is not cured within ten (10) days following written notice of such breach or default to the defaulting party, provided such breach of default is reasonably susceptible to being cured.
  - c. 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, unless such payment is subject to a bona fide dispute.
  - d. This initial term of this Contract extends from March 1, 2024 through December 31, 2026.
  - e. After the initial term, this contract can be renewed for a period of up to one year by the SBD by the sending of a simple letter so renewing this Contract signed by an officer of the SBD. 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

a. ST. LOUIS HILLS SPECIAL BUSINESS DISTRICT:

Address: 4512 Manchester Avenue; Ste. 100  
St. Louis, MO 63110  
Attn.: Park Central

b. THE CITY'S FINEST, LLC

Address: 1039 Tower Grove Avenue  
St. Louis, MO 63110  
Attn.: Charles R. Betts, Jr.  
President & CEO

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.

20. 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 SBD, 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 may not use subcontractors to perform any services authorized under this Contract.
22. Governing Law. SBD and CONTRACTOR 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 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 SBD, or as required by law.

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

ST. LOUIS HILLS SPECIAL BUSINESS  
DISTRICT

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

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

THE CITY'S FINEST, LLC

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

Charles R. Betts, Jr., President & CEO

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



Exhibit A

SBD Boundaries

St. Louis Hills Special Business District  
General Boundaries

