

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into this 15th day of November, 2023 by and between St. Louis Hills Special Business District, a Missouri political subdivision (hereinafter “**Client**”) and **PARK CENTRAL DEVELOPMENT CORPORATION**, a Missouri non-profit corporation (hereinafter “**Independent Contractor**”).

RECITALS:

A. Client desires to engage Independent Contractor as an independent contractor to provide the Services described in Section 3 below.

B. Independent Contractor has agreed to provide such Services to Client upon the terms and conditions set forth herein.

C. The parties desire to enter into this Agreement for the purposes of memorializing their agreements.

AGREEMENT:

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Independent Contractor and Client agree as follows:

1. Engagement. Client hereby engages Independent Contractor to provide the Services, as defined below, and Independent Contractor hereby agrees to provide the Services, upon the terms and conditions set forth herein.

2. Term. Subject to Section 10 hereof, the term of this Agreement shall commence on January 1, 2024 and shall end on or before December 31, 2026 (the “**Term**”), except in respect of Sections 8 and 12 hereof which shall continue in effect thereafter in accordance with their terms.

3. Services. Independent Contractor hereby covenants to provide the following services (the “**Services**”) to Client:

(a) provide administrative services to Client, all as more particularly described in the work plan (the “**Scope of Work**”), a copy of which is attached hereto as Exhibit A.

During the Term, Independent Contractor shall perform the Services, or cause the Services to be performed, herein pursuant to the terms more particularly described herein and in the Scope of Work. Independent Contractor and Client shall work in good faith with each other in order for Independent Contractor to perform the Services. Independent Contractor reserves the right to charge Client for any additional services provided outside of the Scope of Work or this Agreement. Client shall do no act which conflicts with the business of Independent Contractor or which would, in any way, jeopardize the interests and mission of Independent Contractor. Independent Contractor reserves the right to stop any meeting if it believes there is a violation of the Missouri Sunshine Law (Mo. Rev. Stat. §§610.010 to 610.200).

4. Compliance with Laws. Both parties shall comply with and give all notices required by all county, municipal, state, federal and other applicable governmental authorities' laws, ordinances, rules, regulations, statutes or codes, now in force, or which may hereafter be in force, if any, pertaining to the performance and implementation of the Services or this Agreement, all at Client's sole cost and expense.

5. Compensation. Client shall pay to Independent Contractor the sum of Thirty Thousand 00/100 Dollars (\$30,000.00), annually, for the performance of the Services. Upon the termination of this Agreement, Client shall pay to Independent Contractor all compensation earned by Independent Contractor pursuant to the terms hereof prior to such termination and direct expenses accrued before the date of termination but not yet reimbursed in accordance with this Agreement. Independent Contractor shall provide a monthly invoice to Client by the tenth (10) day of each month in the amount of Two Thousand, Five Hundred 00/100 Dollars (\$2,500.00) due and payable by the twentieth day of each month.

6. Independent Contractor. The parties hereto acknowledge that Independent Contractor is an independent contractor and not an employee of Client in any respect, including but not limited to the Services performed hereunder. THE MEANS, METHODS AND TIMING OF INDEPENDENT CONTRACTOR'S PERFORMANCE OF THE SERVICES HEREUNDER SHALL BE LEFT TO THE SOLE DISCRETION OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR SHALL NOT BE SUBJECT TO ANY DIRECTIVE, CONTROL OR DISCIPLINARY POWERS OF CLIENT, OR THE PROCEDURES, ORDERS, WORK SCHEDULES OR RULES OF CLIENT. Nothing contained in this Agreement shall be construed to create any employment relationship between Client and Independent Contractor. Client and Independent Contractor shall act as independent contractors and neither shall be or be deemed the partner or joint-venturer of the other for the purposes of this Agreement.

7. Expenses. Independent Contractor will be reimbursed for any expense incurred in connection with the performance of the Services under this Agreement, with invoices or receipts to be provided to Client upon request.

8. Limitation of Liability. In no event will Independent Contractor be liable to Client for any consequential, incidental, special, exemplary, punitive, lost profits, indirect or similar damages, even if it has been advised or is aware of the likelihood of such damages. Independent Contractor's total cumulative liability under this agreement will not exceed amounts paid by Client for services provided under this Agreement. This limitation will apply, regardless of whether any remedy set forth herein fails of its essential purpose and regardless of whether a claim or action sounds in contract, tort, negligence, strict liability, contribution, indemnity or any other legal theory. For the avoidance of doubt, Independent Contractor shall not be liable, and Client shall not rely on Independent Contractor, for Client's compliance with the Missouri Sunshine Law and Independent Contractor shall not under any circumstances be held liable for any costs, losses, expenses, or damages relating thereto. Further, Client shall be fully responsible and liable for the acts or omissions of its employees, officers, directors, agents, and other representatives. The provisions of this Section 8 shall survive the termination of this Agreement.

9. Licenses, Permits, etc. Client shall acquire, and maintain at its own expense, any and all permits and licenses, if any, necessary or appropriate for Independent Contractor to perform the Services hereunder.

10. Termination. Independent Contractor may terminate this Agreement for any reason and at any time, upon giving 60 days' prior written notice thereof to Client at the address stated below. Client

acknowledges and agrees that Independent Contractor may terminate this Agreement for any reason, and in particular for any of the following reasons: (i) breach by Client of this Agreement, (ii) Client's dishonesty or fraud relating to Independent Contractor's performance of the Services or information provided to Independent Contractor, or (iii) conduct by Client which damages or could damage relations between Independent Contractor and other clients or the surrounding community, including but not limited to, the St. Louis community. Client may terminate this Agreement if Independent Contractor breaches any material obligation provided in this Agreement and fails to cure that breach within thirty (60) days after its receipt of written notice identifying the breach.

11. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally (which shall include delivery by national overnight courier service) or sent by registered or certified mail, postage pre-paid, and addressed as set forth below:

If to **Park Central Development Corporation:**

4512 Manchester, Suite 100

St. Louis, MO 63110

Phone: 314-535-5311

Email: Abdul@PCD-STL.org

Phone: _____

Fax: _____

Email: _____

If to **Client** (including for requests pursuant to the Missouri Sunshine Law) :

Phone: _____

Fax: _____

Email: _____

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

12. Indemnification. Client shall indemnify and hold harmless Independent Contractor, and Independent Contractor's officers, directors, shareholders, partners, joint ventures, employees, agents, staff, affiliates, successors and assigns from and against all claims, damages, liabilities, demands, actions, losses, fines and penalties, and expenses, including but not limited to attorneys' fees and costs and expenses, arising out of or resulting from any and all third party subpoenas served on Independent Contractor, or other discovery requests directed to Independent Contractor, relating to documents, testimony or other information in Independent Contractor's possession or control as a result of the Services performed by Independent Contractor under this Agreement, or arising from or resulting from the performance of the Services, or breach of this Agreement by Client, including but not limited to, Client's noncompliance with applicable laws. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section 12 in addition to all rights and remedies available at law or in equity. This indemnification shall survive the termination of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, representations or agreements relating thereto.

14. No Assignment. This Agreement shall not be assignable by either party hereto, in whole or in part, without the prior written consent of the other party.

15. Illegality. The illegality or unenforceability of any of the terms of any section or provision of this Agreement shall not affect the legality or enforceability of any of the terms of any other such paragraph or provision and this Agreement shall be interpreted and construed as if any such illegal or unenforceable terms were omitted therefrom.

16. Modifications. This Agreement may not be modified or amended except by written instrument executed by both parties.

17. Governing law. This Agreement shall be governed by the laws of the State of Missouri without reference to its conflict of law provisions.

18. Authority. Client represents and warrants to Independent Contractor that this Agreement has been validly executed and delivered by Client and constitutes a binding obligation of Client enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Client will not result in any breach or default under any term or provision of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation to which Client is a party or by which Client may be bound or which applies to Independent Contractor's performance of the Services.

19. Multiple Originals. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered is an original. All counterparts together constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

CLIENT:

**ST. LOUIS HILLS SPECIAL
BUSINESS DISTRICT**

By: _____
Name: _____
Its: _____

INDEPENDENT CONTRACTOR:

**PARK CENTRAL DEVELOPMENT
CORPORATION**

By: _____
Name: _____
Its: _____

EXHIBIT A

Work plan attached on following pages

Work Plan

ADMINISTRATION OF SERVICES

a. Calendar of Meeting

- i. Board of Commissioners: Convene 12 meetings annually
 1. Public Annual Meeting: Convene one (1) meeting to present annual report
- ii. Committees: Convene 12 meetings annually

b. Meeting Preparation & Facilitation

- i. Meeting Notices
 1. Reminders: Provide e-mail meeting reminders seven (7) days prior to meeting
 2. Meeting Notices: Post on organization's website and on public-facing window of administrator's office
- ii. Meeting Materials
 1. Materials: Prepare and distribute via e-mail meeting materials, including agendas, minutes, financial reports, resolutions and other relevant documents for discussion, at least forty-eight (48) hours prior to meeting
 2. Sunshine Law: Place meeting materials on organization's website at least forty-eight (48) business hours prior to meeting
- iii. Minutes
 1. Write Board meeting minutes
 2. E-mail draft minutes to Board members
 3. Include minutes in subsequent meeting materials for review and approval by Board
- iv. Administrator's Report
 1. Develop and present an informative and comprehensive report on any relevant program status at each Board of Commissioners meeting
 2. Provide updates on all administrative and operational aspects of the organization
 3. Provide updates on all ongoing, completed and new projects for the organization
 4. Request input and votes on necessary matters
- v. Board Members (ongoing)
 1. Work with the Board of Commissioners to nominate and appoint Commissioners
 2. Work with the Board of Commissioners to nominate and appoint Officers (President, Vice-President, Treasurer and Secretary)
 3. Send Commissioners' applications to the City of St. Louis' Mayor's Office, and Board of Aldermen for review and appointment
 4. Ensure that Commissioners are sworn-in by the Register of the City of St. Louis
 5. Work with the Board of Commissioners to nominate and appoint per the District's bylaws
- vi. Committee Members (ongoing)
 1. Work with the Board of Commissioners to nominate and appoint Committee members
 2. Work with the President of the Board of Commissioners to appoint Committee Chairs

c. Basic website update

1. Upload public information to district website
 - a. Contact information
 - b. Roster of board and committee members
 - c. Meeting announcements
 - d. Current minutes, agenda packets, financial reports
 - e. Annual report
 - f. Previous minutes, annual budgets and financial reports

d. Administration of Contracts & Services

i. Contracts

1. Retain paper and digital copies of all contracts involving the organization
2. Oversee work per contract and report progress to Board
3. Provide copies of all ongoing and executed contracts during fiscal year to firm during annual audit
4. Conduct an annual review of ongoing and executed contracts in the months leading up to the end of the fiscal year

ii. Requests for Proposals (ongoing)

1. Request for Proposal (RFP): Develop RFP for projects that have anticipated costs exceeding two (2) percent of annual revenue
2. Post RFPs on website
3. Collect valid RFP responses, tracking RFP response date and time and maintain bid seal until submittal deadline has passed
4. Analyze and distribute RFP responses to Committee (if applicable) and Board of Commissioners consideration, review and selection of firm
5. Negotiate and execute single year or multi-year contract with selected firm

iii. Other Services

1. Legal Representation (ongoing)

- a. Work with Board to identify appropriate firm to provide legal representation for organization
- b. Seek and share written legal opinions on matters requested by the Board of Commissioners
- c. Send all contracts involving the district to selected legal firm for review
- d. Share reviewed contracts with Executive & Finance Committee and Board of Commissioners for approval

2. Insurance

- a. Work with appropriate Committee and Board of Commissioners to select appropriate levels of insurance for the organization
- b. Secure level of coverage for Commissioners & Officers Insurance as determined by the Board of Commissioners
- c. Secure level of General Liability Insurance coverage as determined by the Board of Commissioners
- d. Ensure that all district property in the public right-of-way is insured
- e. Collect Certificates of Insurance (including General Liability, Workers Compensation and auto) from all contractors of the organization.
- f. Require all contractors to name the organization as additionally insured

e. **Collection, retention and Distribution of Corporate Records**

- i. Minutes
- ii. Audits
- iii. Annual Reports
- iv. Resolution
- v. Petition & By-Laws
- vi. Sunshine Law Request

f. **District Responsibilities**

- i. Adhere to all statutory reporting requirements

FISCAL AGENT RESPONSIBILITIES

a. **Prepare, review and approve annual budget**

b. **Review & approve deposit at bank**

c. **Oversee bookkeeping (ongoing)**

- i. Accounts Payables/Receivables: Administer in accordance with the fiscal procedures adopted by the Board of Commissioners
- ii. Revenue: Deposit in appropriate bank account(s)
- iii. Bank Account(s): Reconcile receipt of bank statements
 - a. IRS 1099: Send to all contractors of the organization at the end of the calendar year

d. **Preparation of Financial Reports (monthly)**

- i. Balance Sheets
- ii. Income and Expense Statements
- iii. Budget to Actual

b. **Fiscal Procedures (ongoing)**

- i. Collect W-9s from all contractors of the organization
- ii. Maintain up-to-date signature cards with all bank accounts
- iii. Develop, revise and review internal controls policy annually

MARKETING

a. **Website Design and Maintenance**

- i. update website with significant information or as requested