



Consulting Services Agreement

By and Between

JACKSON COUNTY, MISSOURI

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of May 1, 2019, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and Jackson County (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

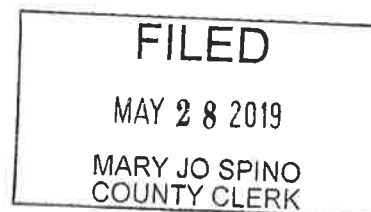
1. Engagement. Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Request for Proposals RFP# 55-18 submitted by Evergreen Solutions on October 5, 2018 and as modified by the revised timeline attached hereto as "Exhibit A".

2. Extent of Services. Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement.

Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder.

Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, as such; Evergreen Solutions will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.



3. Term. The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through December 30, 2019, unless earlier terminated pursuant to Section 6 hereof.

4. Compensation.

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to \$70,500* (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 25% - upon completion of Tasks 1 - 2 of our work plan
- 25% - upon completion of Tasks 3 - 4 of our work plan
- 25% - upon completion of Tasks 5 - 7 of our work plan
- 25% - upon completion of Tasks 8 - 12 of our work plan

(b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.

5. Reimbursement for Expenses.

The contract price indicated in section 4 of this agreement is inclusive of all expenses borne by Evergreen Solutions and therefore no expenses shall be reimbursed to Evergreen Solutions by the Client for the duration of this agreement.

6. Termination. This Agreement shall be terminated as follows:

(a) 30 days after written notice of termination is given by either party at any time after May 1, 2019 provided however, that if the Client shall terminate this Agreement pursuant to this Section 6(a), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee for which the services specified in paragraph 1 hereof have been performed, but not yet been paid.

(b) On such date as is mutually agreed by the parties in writing.

(c) Upon expiration of the Term as set forth in Section 3.

If Client elects to terminate for material breach then Client shall pay to consultant in one lump sum an amount equal only to that for which services have been rendered.

Upon termination of this Agreement pursuant to this Section 6, except as contemplated by Section 6(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination and any portion of the Lump Sum Payment which has not been paid to Consultant as of the effective date of such termination.

* Cost includes: Job Audit & Analysis - \$26,000; Study of Compensation Structures - \$29,500; Benefits Survey - \$8,000; Final Report \$7,000. Job Description Updates Performed by Jackson County.



7. Confidential Information. Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

8. Covenants. Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.

9. Binding Effect. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

10. Entire Agreement. This Agreement, including the aforementioned RFP and proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

11. Construction. While the parties hereto believe that the terms hereof are fair, reasonable and enforceable in all respects, it is agreed that any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition to any other remedy which Client may have at law or in equity, Client shall be entitled to injunctive relief for a breach of Sections 7 and 8 (b) of this Agreement by the Consultant.

12. Notices. All notices required to be given under the terms of this Agreement or which any of the parties' desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC
Attention: Dr. Linda A. Recio President
2878 Remington Green Circle
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

Dennis Dumovich
Director of Human Resources
415 E 12th Street (Rm 104)
Kansas City, MO 64106

Any party may designate a change of address at any time by giving written notice thereof to the other parties.



13. Miscellaneous. This Agreement:

(a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;

(b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);

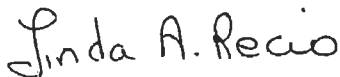
(c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

(d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto; and

(e) Pursuant to §285.530.1, RSMo, Evergreen assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Evergreen shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Evergreen Solutions, LLC



Linda A. Recio, President

Jackson County, MO



Frank White, Jr.
County Executive

APPROVED AS TO FORM



County Counselor

ATTEST:



Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$70,500.00 which is hereby authorized.

5-24-2019
Date



Director of Finance and Purchasing
Account No. 013-5113-56790

51132019001 KA

Exhibit A: Modified Timeline

Evergreen Solutions possesses the ability, staff, skills, and tools to provide Compensation Study Services to Jackson County in five months of the project start date and following the execution of the contract. This timeline is based on the modified start date of May 15, 2019, and a completion date of September 15, 2019.

PROJECT TASKS	2019				
	June	Jul	Aug	Sep	Oct
1.0 - Project Initiation	■				
2.0 - Evaluate the Current System		■			
3.0 - Collect and Review Current Environment Data		■			
4.0 - Evaluate and Build Projected Classification Plan		■	■		
5.0 - Identify List of Market Survey Benchmarks			■		
6.0 - Identify Approved List of Targets			■		
7.0 - Conduct Market Survey and Provide External Assessment Summary			■	■	
8.0 - Develop Strategic Positioning Recommendations				■	
9.0 - Conduct Solution Analysis				■	
10.0 - Develop and Submit Draft and Final Reports				■	
11.0 - Develop Recommendations for Compensation Administration				■	
12.0 - Provide Revised Class Descriptions and FLSA Determinations					■



WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Evergreen Solutions, LLC**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Evergreen Solutions, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature
President
Title

Linda A Reico
Printed Name
5-17-19
Date

Subscribed and sworn before me this 17th day of May, 2019. I am commissioned as a notary public within the County of DeLeon, State of Florida, and my commission expires on 10/23/19.

[Signature]
Signature of Notary

5-17-19
Date

