



Consulting Services Agreement

By and Between

Raytown C-2 School District, Missouri

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the Raytown C-2 School District (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 and Proposal submitted by Evergreen Solutions on April 5, 2021.

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 October 15, 2021, unless earlier terminated, pursuant to Section 5 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 \$48,500 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 25% - upon completion of Tasks 7 – 11

(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. Effective Date. This Agreement becomes effective upon the date of the last signature appearing below.

6. Immunity. Evergreen stipulates that the Client is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this Agreement, the Client does not waive any of its immunities from suit and/or liability.

7. Federal Work Authorization Program. Prior to commencement of the work, Evergreen shall provide to the Client a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Evergreen shall also provide the Client a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8. Force Majeure. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

9. Compliance with Laws. Evergreen, at Evergreen's sole cost, shall comply with all present and future laws, ordinances, rules, and regulations.

10. Forbearance. The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

11. Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

12. Governing Law. This Agreement will be construed and enforced in accordance with Missouri law. The parties agree any litigation arising out of this Agreement will be venued in the Circuit Court of Jackson County, Missouri. The prevailing party in a legal action taken to remedy an alleged breach of this Agreement shall be entitled to recover reasonable attorney's fees and court costs.

13. 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 the effective date, provided however, that if the Client shall terminate this Agreement pursuant to this Section for any reason other than Consultant's material breach of this Agreement, Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

(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.

(d) If Client determines in good faith that Evergreen has materially breached any of its obligations under the Agreement, the Client shall notify Evergreen and provide Evergreen with a fifteen (15) day period from such notice to cure the breach. In the event that the breach remains uncured after fifteen (15) days, the Client shall have the right to terminate the services of Evergreen for the Client immediately.

Upon termination of this Agreement pursuant to this Section, except as contemplated by Section 14(d) 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.

14. 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 or entity any trade secrets or confidential information of the Client or clients employees including. Evergreen agrees to hold in confidence the social security numbers and other legally protected personal information of the clients employees and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

15. 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.

16. 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).

17. 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.

18. 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 Recio, President Emeritus
2878 Remington Green Circle
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

Raytown C-2 School District
Attention: Dr. Marlene DeVilbiss, Asst. Superintendent of HR
6608 Raytown Road
Raytown, Missouri 64133

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

19. 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 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 specifically indicating that it is an amendment, change, or modification to this Agreement, executed by all of the parties hereto; and

(e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto.

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

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| <i>Evergreen Solutions, LLC</i> | <i>Raytown C-2 School District</i> |
| By: <i>Linda A. Recio</i> - | By: _____ |
| Name: <i>Dr. Linda Recio</i> | Name: |
| Title: <i>President Emeritus</i> | Title: |
| Date: <i>May 27, 2021</i> | Date: |