



Consulting Services Agreement

By and Between

City of Dalton, Georgia

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of _____, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the City of Dalton (the "Client").

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Engagement. Evergreen Solutions hereby agrees to provide such human resources management consulting services for the Client as may be reasonably requested by the Client in connection with the Request for Proposals and Revised Letter Proposal submitted by Evergreen Solutions on December 19, 2018.

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 May 15, 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 \$28,000 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 33% - upon completion of Tasks 1 - 2 of our work plan
- 33% - upon completion of Tasks 3 - 4 of our work plan
- 34% - upon completion of Tasks 5 - 7 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 _____, provided however, that if the Client shall terminate this Agreement pursuant to this Section 6(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), 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.

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.



7. Confidential Information.

(a) All trade secrets, confidential or proprietary information, and all other knowledge, information, documents or materials owned, developed, possessed or disclosed by Client to Evergreen Solutions, whether in tangible or intangible form, that relates or refers, directly or indirectly, to the services provided hereunder, including, without limitation, research, operations, current and prospective customer identities, business relationships, pricing, costs, sale or content, financial information or measures, marketing or promotion information, business methods, operating procedures, future business plans, databases, any drawings, designs, engineering instructions, models, specifications, computer software, computer software documentation or programs, or other technical information, written, oral or otherwise, shall be deemed confidential if related to this agreement and shall constitute Confidential Information, and shall include all portions of documents generated by Evergreen Solutions which contain, summarize, analyze, comment upon or relate in any way to any Confidential Information received from the Client together with any information derived by Evergreen Solutions therefrom.

(b) Confidential Information shall not include any information that (a) becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Evergreen Solutions or any other party having obligation of confidentiality to the Client; or (b) is subsequently disclosed by the Client to any person, firm or corporation on a non-confidential basis; or (c) is independently developed by a Party without reference to Confidential Information.

(c) The Client may disclose the Confidential Information to Evergreen Solutions solely for the purpose of allowing Evergreen Solutions to fulfill its obligations under this Agreement. Evergreen Solutions shall not disclose or use the Confidential Information or any purpose other than for the sole purpose of fulfilling Evergreen Solutions' obligations hereunder except as otherwise permitted by the Client in writing and all such disclosure or other use shall be in accordance with the terms of this Agreement.

(d) Evergreen Solutions agrees to accept disclosure of the Confidential Information and to maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, Evergreen Solutions shall, at the very least, exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by Evergreen Solutions, to preserve and safeguard its, his or her own materials and confidential information.

(e) The Confidential Information shall remain the property of the Client and shall not be disclosed or revealed by Evergreen Solutions or to anyone else except for employees of Evergreen Solutions who: (i) have a need to know the information in connection with Evergreen Solutions' performance of its obligations hereunder, (ii) have entered into a confidentiality agreement with Evergreen Solutions under which such employees are required to keep confidential the Confidential Information of Evergreen Solutions, and (iii) have been advised by Evergreen Solutions of the confidential nature of the information and that the information shall be treated accordingly. Evergreen Solutions shall be liable for any improper disclosure of the Confidential Information by its employees.

(f) Nothing contained herein shall in any way obligate Client to grant to Evergreen Solutions a license or any other rights, directly or by implication, estoppel or otherwise to the Confidential Information.

(g) Nothing in this Agreement shall in any way restrict the Client's use of its own Confidential Information.



(h) The provisions of this Paragraph 7 shall survive the termination of this Agreement.

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 revised letter 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: Linda Recio, President
2878 Remington Green Circle
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

City of Dalton
Attention: Greg Batts
Director, Human Resources
P.O. Box 1205
Dalton, Georgia 30722

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;

(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; and

(f) shall be governed by and construed in accordance with the laws of the State of Georgia without reference to principles of conflict of laws.

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

Evergreen Solutions, LLC

Linda Recio, President

City of Dalton, Georgia

