

**STRATEGIC WORKPLACE SOLUTIONS, INC.
AMENDMENT TO THE CONTRACT FOR THIRD PARTY COMPLIANCE SERVICES
FOR THE
JACKSON COUNTY DETENTION CENTER PROJECT**

This Agreement ("Agreement") is made effective as of _____ (the "Effective Date") by and between Jackson County, Missouri a public entity ("Client"), and Strategic Workplace Solutions, Inc. ("SWS"), a Missouri corporation specializing in Prevailing Wage and MBE/WBE Compliance Assistance, Consulting and Training. The Client desires to have services provided by SWS. Therefore, the parties agree as follows:

I. DESCRIPTION OF SERVICES. Beginning on November 1, 2025, and ending December 31, 2026, SWS will continue to provide Prevailing Wage, MBE/WBE/VBE and Workforce Professional Services, along with the Closeout Services for Owner per services listed in the Agreement included in Resolution No 21008 passed July 25, 2022, (collectively, the "Services") which is hereby incorporated by reference to the specific persons named by Client. Such service may include email, telephone, research, consulting and virtual assistance. SWS shall not represent Client in any transactions unless specifically authorized, nor shall SWS make claim to do so. The necessity for such services is based upon experience with the Jackson County Detention Center Project's (Project) compliance needs, and the need to ensure compliance continues throughout all work required beyond substantial completion and through the Project's entire completion.

II. RESPONSIBILITY OF THE CLIENT. The Client shall assist SWS by placing at SWS's disposal, in a timely manner, any information pertinent to the Services, including reports, documents and other data that is presently in the possession of the Client or reasonably obtainable.

III. PAYMENT. On passage of this Amendment, over the duration of the Project terms, SWS will invoice the Client a total sum of \$535,214.00. SWS will invoice the Client per the agreed upon fee schedule commencing for work starting November 1, 2025 through December 31, 2026, per month for fourteen months. Any additional work done after December 31, 2026 must be approved by Client in writing prior to beginning additional work. Client is not responsible for any work completed after the end of the contract that was not first approved in writing. All fees as noted are to be paid regardless of project status. Terms are Net/30 days for all billings. Late payment fees will be assessed at one and one-half percent (1½%) of the outstanding amount due, with a minimum of \$50.00, beginning at day 45 and additionally every 45 days thereafter for the unpaid balance. All costs of collection, including reasonable attorney's fees, expert witnesses, deposition and court costs shall be paid by Client. SWS does not accept the risk of Client's receipt of payments from any source, and in no event will payment for SWS's work to SWS be based upon, or subject to, Client's receipt of payment. Should Client's payment be delayed for any reason not the fault of or directly related to SWS's work, then SWS may suspend work after giving at least seven (7) days written notice to Client of the intent to suspend and the date of suspension.

Duties performed for additional work beyond the scope of services described in Section I (i.e. judicial or other hearings, court testimony, responding to Client requests for information in response to sunshine act requests or extensive audits, extended audits or wage restitution computations) shall be charged additional compensation at an hourly cost of \$300 per hour plus expenses incurred. SWS shall not perform additional work beyond the scope of services without prior authorization of the Client in writing. The provisions of this Section shall survive any termination of this Contract.

IV. TERM/TERMINATION. The term of this Agreement (the "Term") shall commence on the Effective Date. Either party may terminate this Agreement without cause upon 30 days written notice to the other respective party and may cancel the Agreement for any breach or cause of a violation of

the provisions of this Agreement immediately by providing written notice to the other party. In the event the Client cancels the Agreement for any reason other than a breach by SWS, payment of all fees and expenses owed are due and immediately payable.

V. RELATIONSHIP OF PARTIES. It is understood by the parties that SWS is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of SWS. SWS will have the right to control and determine methods and means of performing the contractual services, and the right to perform services for others during the term of this Agreement. Client shall not require SWS to devote full time to performing services required by this Agreement. Client will not withhold taxes from SWS's payments or make payments on SWS's behalf. SWS shall pay all applicable taxes related to the performance of this contract. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf. In addition, it is understood that SWS employees are not attorneys. Any information given by SWS should not be construed as legal advice.

VI. INTELLECTUAL PROPERTY OWNERSHIP. SWS and the Client shall have rights to copyright, trade secret, and other intellectual property rights SWS may have in anything created or developed by SWS for Client under this Agreement ("Work Product"). SWS grants Client a nonexclusive license to use the Work Product for the purpose of labor law compliance. The license shall have a perpetual term and Client may ~~not~~ transfer any rights in Work Product to another person, company or entity. This license is conditioned upon full payment of the compensation due SWS under this Agreement. Failure to make such payment shall void this license.

VII. CONTRACTOR'S PROPRIETARY MATERIALS. SWS owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement (SWS's Materials). SWS may, at its option, include SWS's Materials in the work performed under this Agreement. SWS retains all right, title and interest, including all copyrights and trade secret rights in SWS's Materials. SWS grants Client a royalty-free nonexclusive license to use any of SWS's Materials incorporated into the work performed by SWS under this Agreement. Client may use SWS's Materials only in conjunction with the Work Product. The license shall have a perpetual term and may not be transferred by Client. A copyright notice and credit line in SWS's name shall accompany any reproduction of the Work Product.

VIII. CONFIDENTIAL INFORMATION. SWS acknowledges that it will receive and may have access to the Client's Confidential Information, including but not limited to employee information, payroll data and other information, information related to Client's bids, jobs, customers, and pricing. The Client must give SWS prior written notification of any additional specific information Client considers confidential. SWS acknowledges and agrees that it will not disclose any information considered by the Client to be Confidential Information to any employee, customer, vendor, government agency or body, or any other third-party without first obtaining permission from the Client. Client acknowledges and agrees that it will not disclose any information considered by SWS to be Confidential Information, such as policies, procedures, and other intellectual property or work product to any customer, contractor, vendor, government agency or body, or any other third-party without first obtaining written permission from SWS. Neither party will not be bound by these confidentiality requirements if required otherwise by any legal authority.

IX. LIABILITY. Except if SWS is judged to have acted negligently, tortuously or beyond the scope of the Engagement, SWS shall not be liable to Client for claims for incidental, special, indirect, or consequential damages of any nature connected with or resulting from its performance of the engagement under this Agreement and Client waives any and all right it may have to hold SWS liable for any such damages.

X. CHANGES AND CLAIMS. SWS shall be entitled to equitable adjustments of its schedule and contract price for (a) delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, acts of nature, wars or suspensions or delays caused by Client or others provided only delays within Client's control shall be a basis for increasing the Contract Price; (b) extra work it performs in accordance with the contract documents; and (c) extra work it performs pursuant to written instructions of Client, provided that SWS gives Client notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work.

XI. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIII. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Missouri.

XIV. ENTIRE AGREEMENT, SUCCESSORS. This Agreement, together with the Client's Request for Qualifications (RFQ) 16-22, shall constitute the entire agreement of the parties, except that SWS's request for an exception to the insurance requirements of paragraphs 3.0(8)(b) and 3.8 of RFQ 16-22 shall be given effect, such that SWS shall be required to maintain only such insurance as SWS has notified Client's Auditor's Office that it does maintain. There are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict between a provision of this Agreement and RFQ 16-22, the provision of this Agreement shall prevail. This agreement binds and benefits the heirs, successors, and assignees of the parties.

IN WITNESS WHEREOF, the Client and SWS have caused this Agreement to be executed in their respective corporate names and attested by their duly authorized officers as of the day and year first above written.

Party receiving services:

By: _____ Date _____

Signature

Name _____ Title _____

Company: _____

Address _____

City _____ State _____ Zip _____

Phone _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Clerk of the County Legislature

Party providing services:

By: _____

Date _____

Colleen A. White, President
Strategic Workplace Solutions, Inc.
8426 Clint Dr., #359
Belton, MO 64012