

ADDENDUM TO THE OFFER TO SUPPLY TEMPORARY ASSOCIATES
Between
LARAMIE COUNTY, WYOMING, LARAMIE COUNTY EVENTS DEPARTMENT and
PEOPLEREADY.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, Laramie County Events Department, 3801 Archer Parkway, Cheyenne, WY 82009 ("COUNTY") and PeopleReady, 1015 A Street, Tacoma, WA 98402 ("PEOPLEREADY").

I. PURPOSE

The purpose of this Addendum is to modify the "Offer to Supply Temporary Associates," attached hereto as Attachment 'A' and fully incorporated herein. (Hereinafter "Agreement").

II. MODIFICATIONS

- A. The following language of Paragraph 3, "~~and expressly hold harmless, defend and indemnify PeopleReady for any failure to comply with such laws~~" is stricken out in its entirety.
- B. The following language of Paragraph 4, "~~Payments are due to PeopleReady within seven (7) calendar days of the invoice date~~" is stricken out in its entirety and replaced with the following language: "Payments are due to PeopleReady within fourteen (14) calendar days of the invoice date."
- C. The following language of Paragraph 5, "~~You agree to defend, indemnify, and hold PeopleReady harmless from any claims or liability caused or alleged to be caused by your negligence or breach of contract, and any acts, omissions, or negligence of any Associates on assignment with you, including, but not limited to theft, bodily injury (including death), and loss of use or damage to property~~" is stricken out in its entirety and replaced with the following language: "Each party shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other to the extent of the other party's neglect, acts or omissions."
- D. The following language of Paragraph 5, "~~The prevailing party in a dispute between the parties will be entitled to reasonable attorney's fees and costs,~~" is stricken out in its entirety.

III. ADDITIONAL PROVISIONS

- 1. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.
- 2. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If

any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

3. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

4. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

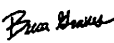
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

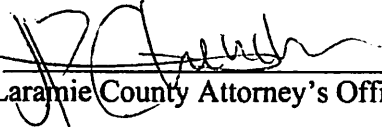
ATTEST:

By: _____ Date _____
Laramie County Clerk

PEOPLEREADY

By:  Date 2/15/2021
Authorized Signature Becca Graves
Contracts Specialist
2021.02.15 14:19:52 -0800

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 2/16/2021
Laramie County Attorney's Office

OFFER TO SUPPLY TEMPORARY ASSOCIATES

Customer Name:	LARAMIE COUNTY EVENTS	CHEYENNE - 2751
Customer Address:	3801 ARCHER PKWY CHEYENNE, WY US 82009	Quote: 03135256
Contact:	Dan Ange	Effective Date: 01/25/2021
Customer Email:	dange@laramiecounty.com	Expiration Date: 12/31/2021

The rates for using PeopleReady associates to perform the following job duties, under workers' compensation classification 000050R in WY - Wyoming are as follows:

Customer Signature: _____	Date: _____
Name: _____	Title: _____

Thank you for partnering with PeopleReady, Inc. ("PeopleReady" or "us"). This offer provides the necessary terms and conditions required by PeopleReady to assign our temporary workers ("Associates") to work with you. By signing this offer, you acknowledge and agree that the terms of this offer apply to this and all future assignments of Associates, and amend any subsequent contract you might enter into with PeopleReady. In the event of any conflict, the terms in this offer will control. If there is no other contract with PeopleReady, this offer will govern our relationship.

If you are not satisfied with an Associate for any reason, simply let us know within two (2) hours of the Associate's arrival and you will not be billed for that time. PeopleReady's sole warranty is the replacement of unsatisfactory Associates. PeopleReady will comply with all applicable laws. Upon your written request, we will perform a background check on Associates, at your expense, in accordance with applicable law. PeopleReady will pay the Associates' wages and withhold and promptly pay all required payroll taxes, FICA and SUTA. PeopleReady will comply with the Affordable Care Act. PeopleReady will maintain commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and workers' compensation insurance in accordance with state law. If the workers' compensation classification references a "WRAP" code, or controlled insurance program, the Bill Rate does not include any charges related to workers' compensation insurance.

You agree to comply with all applicable laws including, but not limited to those related to health and safety, employment, wage and hour, Title VII, and the FLSA, and expressly hold harmless, defend and indemnify PeopleReady for any failure to comply with such laws. You further agree to provide Associates with lunch breaks and rest breaks as required by law. You will accurately record all hours worked by Associates and provide Associates with a safe workplace, adequate supervision, training, instructions, and site-specific personal protective equipment. Without the prior written agreement of PeopleReady, you will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property, or allow our Associates to operate machinery or drive motor vehicles.

PeopleReady will invoice you weekly. Payments are due to PeopleReady within seven (7) calendar days of the invoice date, after which a default charge will be imposed at the lesser of 1.5% per month or the maximum legal interest rate on the unpaid balance. Unless agreed otherwise by the parties, any invoices for amounts over \$5,000 must be paid by cash, check or ACH. You agree to pay the default charge together with reasonable attorneys' fees and collection fees. Your failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt constitutes irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice. The rates quoted above may increase on fourteen (14) days' notice to reflect increases in actual or government mandated cost for wages, withholding amounts, taxes, assessments, health care, workers' compensation insurance, your use of a vendor management system, and/or any other cause beyond our reasonable control. You waive any rights to set-off from invoice amount. You will notify PeopleReady in writing if a prevailing wage under the Services Contract Act or Davis Bacon Act or any other similar government mandated minimum statutory wage should be paid to our Associates, and you are solely liable for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from your failure to give us notice and to comply with the law. You agree to pay PeopleReady a four (4) hour daily minimum for each requested Associate. If you fail to cancel an order at least two (2) hours prior to the assignment start time, you will pay the daily minimum charge for each requested Associate.

You agree to defend, indemnify, and hold PeopleReady harmless from any claims or liability caused or alleged to be caused by your negligence or breach of contract, and any acts, omissions, or negligence of any Associates on assignment with you, including but not limited to theft, bodily injury (including death), and loss of use or damage to property. Neither party will be liable to the other for any incidental, consequential, exemplary, special, punitive, or lost profit damages. Your insurance will be primary and noncontributory to PeopleReady's insurance. The prevailing party in a dispute between the parties will be entitled to reasonable attorney's fees and costs.

Unless otherwise agreed to by both parties, you may not hire or convert an Associate to your payroll, or to a third party's payroll, whether directly or indirectly, until such Associate has worked 520 hours. If you directly or indirectly hire or cause to be hired by any third party, any current Associate during the term of this Agreement, or within one hundred twenty (120) days after the last date Associate worked on assignment with you, you agree to pay Supplier a conversion fee equal to 10% of the Associate's annualized wages. Hiring of any current or former Associates pursuant to this agreement shall be limited to no more than 10% of the Associates assigned to you during the previous six (6) months. If you hire a current or former Associate, without prior written notice to PeopleReady, within the one hundred twenty (120) days after the Associate worked on assignment with you, you agree to pay an additional penalty equal to 20% of the Associate's annualized wages.

You acknowledge that PeopleReady is not a licensed general contractor or subcontractor, and PeopleReady is not responsible for obligations of your work or project, including (without limitation) the schedules, trade scope details, construction details, performance guarantees, product safety, or accuracy or warranties of construction. PeopleReady is not responsible for materials or installation, acquiring permits, conducting safety meetings, quality control, posting signs, providing water or power, delays, defaults, or furnishing a bond.

The rates set forth in this offer expire if not accepted within 90 days.

OFFER TO SUPPLY TEMPORARY ASSOCIATES

The rates for using PeopleReady associates to perform the following job duties, under workers' compensation classification 000050R in WY - Wyoming are as follows:

General Helper	Base Rate	\$18.50 Per Regular, Straight-Time Hour
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