

ADDENDUM TO OSA SECURITY WORK ORDER AGREEMENT
Between
Laramie County Government and Orozco Security Agency Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (“COUNTY”) and Orozco Security Agency Inc. 907 30th Ave #102 Greeley, CO 80634 (hereinafter, “CONTRACTOR”).

I. PURPOSE

The purpose of this Addendum is to modify the Work Order Agreement to allow for contracting with Orozco Security Agency Inc. to provide as needed security services, attached hereto as Attachment ‘A’ and fully incorporated herein (hereinafter “Agreement”).

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and complete the services described in the Work Order Agreement referenced as Attachment A, which is attached hereto and fully incorporated herein.
- B. COUNTY shall pay CONTRACTOR in accordance with the provisions of Attachment A. Payment will be made upon receipt of the CONTRACTOR’S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).
- C. CONTRACTOR agrees to submit an invoice for payment within 30 days of any performed service. Invoices submitted more than 30 days after a performed service may be declined due to lack of timely submission.

IV. MODIFICATIONS TO MASTER LICENSE & SERVICE AGREEMENT

All modifications to the Work Order Service Agreement are reflected directly on the agreement.

V. ADDITIONAL PROVISIONS

- A. Entire Agreement: The Work Order Agreement (4 pages) and the Addendum (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- B. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

- C. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.
- D. 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.
- E. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.
- F. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- G. 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.
- H. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- I. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the

event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

- J. 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.
- K. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

Rest of Page Intentionally Left Blank

ADDENDUM TO OSR SECURITY WORK ORDER AGREEMENT
Between
Laramie County Government and Orozco Security Agency Inc.

Signature Page

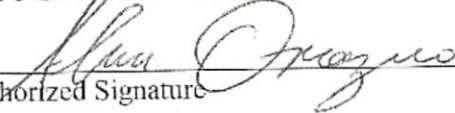
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

OROZCO SECURITY AGENCY INC.

By:  Date 11/29/2023
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 12/7/23
Laramie County Attorney's Office



(Work Order Agreement)

Agreement is made by and between:

Laramie County Events (Administration) (The Company / Work Order) and Orozco Security Agency Inc, (Alejandro L. Orozco) 907 30th Ave #102 Greeley Co. 80634 (970) 356-1732 (Contractor O.S.A.) is a legal entity in the business of establishing and providing management and administration of armed or unarmed security personnel service (hereinafter.)

(the company) Desires to retain Orozco Security Agency Inc. (O.S.A the contractor) to perform security services for (the company/work order) has set Forth more fully below. In Considering of mutual promise contained herein the parties agree as follows:

SERVICES OF OROZCO SECURITY AGENCY INC.

Orozco Security Agency Inc, (contractor O.S.A.) agrees to perform the services described in exhibit A. the service it is attached to an agreement contractor will determined, the method and details and means of performing the security service. Contractor may, at contractor's own expense, use employees or other subcontractors to perform the services under this agreement Company agrees not to hire any of Orozco Security employees five years prior. ~~And as this contract sets forth if (The company) do hire any employee of Orozco Security. (The company/ work order) Will pay a finder's fee to Orozco Security the contractor a finder's fee of \$3,000 for retaining the employee.~~

COMPENSATION

Laramie County Events (Administration) agrees to pay contractor \$24.00 an hour for every security guard/ officer and an agreed scheduled by company/contractor) for unarmed security officers/guards, supervisors, investigators and/or other qualified security personnel, who are hired and trained, employed, contracted, assigned for duty and/or otherwise acting on behalf of Orozco Security (O.S.A.) referred to as security personnel (hereinafter). ~~And is a duty require registered and/or licensed provided as such security services in their states and local city ordinance were all such security services shall be performed by (O.S.A.) employees and performed by affiliate 'have a, completed with all local, state, and federal laws statues ordinance, regulations and any other revelations requirements to retain and or/perform such security services referred to as affiliates service here on in.~~ Orozco Security Agency Inc. (O.S.A. The contractor) shall be responsible for all expenses association with performing the security service. In the expenses incurred on the job security service will be shared with set company if it is related to jobsite. The County agrees to pay time and a half – or \$36 per hour – for shifts occurring on federal holidays.

TERMS OF AGREEMENT

This agreement will be terminated on the completion of three (3) years of service unless it is terminated as set forth on this section, either party may terminate this agreement at any time by giving 30 days written notice to either party, should either party default in the perform performance of as agreed or mutually, breached its, positions for the purposes of this section mutual breach of this agreement shall include but not be limited to the following:

A. Nonpayment of compensation by company after 2-3 day written demand for payment.

~~This Agreement terminates automatically on the occurrence of any of the following events~~

- ~~— 1. Bankruptcy or insolvency of either party~~
- ~~— 2. Sale of the business of either party / or~~
- ~~— 3. Death of either party~~

RELATIONSHIP OF THE PARTIES

(O.S.A.) Contractor enters into this agreement as, and shall continue to be, an independent contractor Under no circumstances shall contractor look to company as his/her employee, or as a partner Agent, or Principal. Contractor shall not be entitled to any benefits accorded to Company's employees including worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing at Contractor's expenses, and in contractor's name Worker's compensation for any Contractor employee engaged during the term of this Agreement, or other insurance as well as licenses and permits usual or necessary for performing the services. Contractor shall pay, when and as due all taxes incurred because of contractor's compensation pursuant to this agreement. ~~The contractor is not indemnifying Company for any claims, Losses, costs, fees, liabilities, damages, or injuries suffered by Company.~~ Contractor agrees to devote the minimum number of four times per month to perform of the services, considered with the requirements, contractor may present performed services for, or be employed by any additional person, or comparable as contractor sees fit, Orozco Security and affiliates will never be considered a babysitting service. The behavior of the minor will be brought to the parents attention only and after the minor has broken city ordinance, rules, laws and regulations will not be responsible for any minors that are not accompanied by the parents.

OROZCO SECURITY AGENCY INC. REPRESENTATIONS AND INDEMNITIES

Orozco Security Agency Inc. represents that the contractor has the qualifications and ability to perform the services in a professional manner, without advice, control, supervision of the company contractor shall be solely responsible for the performance professional performance of the service and shall receive no assistance direction or control from the company. Contractor shall have sole direction and control of contractor's services and is way they are performed and executed. ~~Contractor and Company shall and do hereby indemnity, defend and a hold harmless each other and their officers, directors and shareholders from and against any and all claims demands, losses, costs, expenses, obligations and liabilities, damages, recovery, and difficulties. Including interest, penalties, and responsibility attorney fees and costs, and their parties in incur or stuffed at result representation, warranties and agreements contained in this agreement.~~ Contractor further agrees to maintain that general liability insurance policy in minimum account of \$1,000,000 to cover any negligent acts committed by contractor or contractor's authorized employees and authorized agents if any during the performance of the services.

OWNERSHIP OF INTELLECTUAL PROPERTY

Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items provided to contractor by company during the contract shall remain the exclusive property of the company and shall not be shared. The course of this Agreement and arising from the services (New Developments) shall be and are Assigned to Company, at company's expense, to obtain patents or copyrights for such (New Developments) provided by company to contractor, include the disclosure of all pertinent information and data, the execution of all applications, specifications, oaths, and assignments and all other instruments and papers which Company shall deem necessary to apply for and to assigned or convey to company. Its successors and assign or nominees, the sole and exclusive right, title, and interest in such New Development. Contractor is not obligated to provide legal services to assist company to obtain patents or copy rights. Contractor agrees to obtain or has obtained written assurance from its, employees and contractor personnel of their agreement to these terms and regard to proprietary, information and new developments, are written printed, graphic, or electronic recording materials furnished by company for use by contractor are proprietary information and priority of Company / Contractor Proprietary information) also include but is not limited to, specific customer requirements, customer and potential. Customers list including information concerning company's employees, agents and divisions, and pricing information, Contractor will maintain in confidence and will not directly or indirectly disclose or use, either during or after the term of this agreement, any Proprietary information or confidential, information or know-how Belonging to company, whether or not it is in writing or permanent From, except to the extent necessary to perform the services, On termination of contractor services to the company. Or at the request of company before termination, the contractor shall deliver to Company all materials in contract's possession relating to company's business. The obligations concerning proprietary information extend to information belonging to customer and suppliers of company about whom contractor may have gained knowledge because of performing the service.

Company shall not during the term of this agreement and for a period of one year immediately following the year termination of this agreement or any extension of it in any reason, it either directly or indirectly call on, solicit, employees are sub contract or take away of contractors, employees customers, potential about whom contractor becomes aware as a result of contractor service to the company, and there for contractor or for any other person in the entirety.

ATTORNEYS' FEES & COSTS

Should any party commence an action to enforce or to interpret the terms and conditions of this Agreement, the prevailing party in such action shall be entitled to recover the costs and expenses of such litigation, including reasonable attorneys' fees, whether such costs and attorneys' fees are incurred in a trial court, appellate court, or in an arbitration proceeding

MISCELLANEOUS PROVISIONS

Notices: any notices to be given hereunder by either party to the other may be affected by mail, Registered or certified, whit return receipt requested, or by mailed notices shall be addressed to The parties at the addresses set forth below. Each party may change the address by written notice by mail or email.
If to Contractor

- Alejandro Orozco (Orozco Security Agency Inc,) 907 30th Ave Ste 102 Greeley Co. 80632 (970) 356-1732

If to Company:

- Dan Ange (Laramie County Events) 3801 Archer Parkway Cheyenne, WY 82009 (307) 633-4598

ENTIRE AGREEMENT: AMENDMENTS OR ADDITIONS

This Agreement is the entire Agreement between the parties whit respect matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. this agreement may be amended and/or Modified only by a written agreement executed by all parties to this agreement. Assignment and successors: neither party shall assign, any right or delegate any obligation hereunder without the other party's written consent, and any purported assignment delegation. By a party hereto without the other party's consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Company and its successor. Partial Invalidity if any provision in this agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way Governed Law: This agreement will be governed by and construed in accordance with the Laws of the State of Colorado.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer.

-----DATED :
Authorized representative

-----DATED :09/08/23

ALEJANDRO L. OROZCO
OROZCO SECURITY AGENCY INC.
Orozco Security Inc.(Reserves032017)

Exhibit A:

Staffing Levels & Position: Staffing levels and position assignments will be mutually decided upon between both parties, with final decision made by Company. Invoice will be given end of shift or on Monday to collect in the 30 days after (O.S.A.) specifies preventing crowd control for the event. checking parking lot. being good witnesses.

Uniforms & Equipment: Uniform to consist of black pants, black shoes, and a Orozco branded shirt (button-up or polo). Equipment to include a flashlight, pen, and cell phone. Equipment to be provided by the contractor.

Cellular phones: A fully charged cellular phone/mobile phone and a Bluetooth headset shall be always carried by security personnel while on duty as standard equipment for communication solely related to security personnel services at the job site, posed, position and agreement locations specified in this work order. ~~As well as Bluetooth headsets. Only recording equipment be allowed (contractor and Company) or by request.~~

Unarmed security guard personnel

All unarmed security employed by contractor shall be prohibited from carrying, concealing and are having and/or having access to any loaded firearms, unloaded firearms, ammunition clips and/or any other form of live ammunition while on duty or off duty at the post position assigned location specified in this work order.

Uniforms - Identifications: Security personnel shall be identified by displaying an ID badge, an embroidered identifying patch on chest and/or embroidered identified shoulder patches as part of any professional uniform, which shall always remain visible and in plain view while security personnel are on duty at the post position and assigned location specified in this work order.

Arrival for duty- on time: Security guard/officers, supervisors and/or any other security personnel, who are dispatched, assigned and/ or scheduled for duty and order to fill this security personnel service request by Orozco Security during one or more shifts, other schedules work periods, and/or hours of work at the agreed location specified in this work order shall arrive for duty at the agreed location and post position no later than 15 minutes prior to the start time for any shifts scheduled by Alex Orozco , which shall also confirm to the authorized schedule specific on this work order. Security personnel shall report for duty at the designated post position in a timely manner in this work order.

Overnight duties- Indoors and outdoors deterrent: all security personnel shall remain indoors within the facilities all times and approximation to the contractors, employees, if not said in the contract otherwise (parking lot duty). technicians, and/or other services personnel who are authorized to construct, remodel, install, assemble, disassemble, repair, clean, and/or perform other tasks associated with, the properties, buildings, equipment and/or other operations that the posted and agreed location specification this post position and agreed location specified,

Statement of initial work order: Orozco Security request one or more appropriate members of affiliates, management team to review each paper of the entire initial paper order form Orozco Security includes the specifications effective date, start time, and the assignment details & authorizations scheduled being on page 1. This entire initial work order confirms to the records keeping standard and other orderly requirements of Orozco security by providing written and authorization notification to affiliates, including supervisors, security officers/guard, and/or any other affiliated personnel, pertaining to specifications for all applicable security officer/guard services requested by Alex Orozco and son security for the corresponding. post position at the sign locations specified in and/or under this initial work order. A baleen, this initial work order contains specifications terms, preventions, instructions, dates authorization schedules, and/or other information that established in applicable security service/guard, requested by Orozco Security (O.S.A.) accordingly, (O.S.A.) security request affiliate to be all applicable security officer/guard service has specification in and or under this initial work order. Upon accepting of this entering initial work order by affiliates, this entering initial work order shall become effective on the effective date and start time, specified for the post position that as agreed location specified in and/or under this initial work order.

Clocking in and out of shifts by Texting by cellular phone: immediately after arriving for duty at the established location specified in this work order, all security personnel shall utilize the Orozco security cellular phone reporting system area code (970)301-9229 text in and out of shift. Everyone will be on their honesty and professionalism. The security officer/guard will txt the login phone number to log in their arriving time by texting officer/guard location the time he arrived and the person you checked in with.

General orders

- 1) Affiliates shall ensure that all security personnel scheduled for duty at the post position and agreed location specified in this work order shall perform to the following maximum standards of service and performance:
 - is a documented US citizen or, as proof legal documents allowing residency and authorization to work.
 - is at least 18 years of age.
 - presents a positive appearance and reflects good grooming habits.
 - has access to reliable transportation.
 - demonstrates acceptable, English language skills to read, write and speak, and comprehends the English language.
 - demonstrates an ability to observe and rigid and/or flexible work schedules.
 - Demonstrates recurring and consistency attendance in accordance with authorized scheduled at assigned post position.
 - successfully pass pre-hire and random drug and/or alcohol screening test.
 - Has no disqualifying criminal records (no felony convictions) that could indicate a probability of poor performance as an employee in the security industry.
 - Maintain full compliance with state and/or local training and certification, regulations, and licensing registration within the jurisdiction in which security services are facilitated performed and carried out.

Exhibit A.

- 1.) Affiliates shall ensure that all security personnel scheduled for duty at the posted position and agreed location specified in this work order shall be fully capable of carrying out, and administering all applicable duties, responsibilities, procedures, and policies set forth in this work order. Security personnel shall be capable of standing, walking, climbing stairs, running, physically restraining a violent person, lifting objects weighing up to 50 pounds. And physically defending themselves or others. Security personnel shall be well rested and entirely ready to work upon arrival for duty. And/or the removal of unwanted guests or inappropriate behavior, physical protection for person, property and vandalism and prevent criminal activity will,
- 2.) Orozco security always prohibits the carry or discharge of firearms by security personnel, including lawful actions performed in the line of duty by armed security personnel to defend and protect themselves and others.
- 3.) Smoking or the other uses of tobacco in any form by security personnel is prohibited anywhere within the property boundaries of the assigned location specified in this work order. Security personnel shall not smoke or use tobacco in any form while on the property of the corresponding clients of Orozco security regardless of duty status.
- 4.) All security personnel shall be strictly prohibited from physically contacting and/or consuming of any liquor, alcohol beverages, and intoxicant, and/or illegal substance at any time while on duty at the assigned location indicated in this work order, security personnel shall not serve, transport, consume, clean up or, dispose of such substance, furthermore, security personnel shall not be under the influence of alcohol or, other toxins including illegal substance, lawful use prescription drugs and/or over-the-counter medications at any time while on duty at the assigned location indicated in this work order.
- 5.) Affiliates shall ensure that security personnel scheduled for duty at the host position and assigned meant location specified in this work order shall always be actively engaged in the performance of their duties. Security personnel must remain awake, alert, vibrant and on undistracted throughout the whole entire shift or work. In the order to be prepared and must be ready to respond and/or react appropriately in an event may circumstances develop or occur, which may threaten the safety, security and welfare of individuals, associate's property, and interests of the corresponding client of Orozco Security and or (O.S.A.) at the assignment location specification in this work order. Activities, or the lack thereof, that may distract from the optimal level of performance of any security personnel shall be strictly prohibited, including but not limited to remaining seated for extended periods. Conducting personal telephone conversations, composing and or reviewing personal text messages and emails, watching TV, reading, frequently snacking or unreasonable eating habits, frequently or unreasonably extended restroom breaks, smoking and/or other tobacco use, NO sleeping or dozing with eyes closed, unauthorized abuse of any unassigned post position or unprofessional fractal rising with anyone. Televisions, radios crafts, books, newspapers, magazines, crossword puzzles, gaming devices, MP3 players and similar devices, earphones/headphones and other paraphernalia or activities that may distract from the optimal level of performance of any security personnel shall be prohibited from the assigned post position of security personnel that all times.
- 6.) Although all security personnel are encouraged to display a firm and authoritative demeanor while on duty, security personnel shall not abuse their position and/or any perceived authority associated with their position, but must always conduct themselves in a well-mannered, respectful, courteous, cooperative, and professional manner always while on duty at the assigned location specified in this work. Security personnel must always be capable of interacting and also instructing with employees, customers, vendors technicians and other in a manner that exhibits self-control and restraint, especially when uncomfortable with individuals who may be noncompliant or aggressive, verbally abusive and also/or disorderly. Displays of defense, or and an aggressive attitude towards a representative of Orozco Security, and/or the corresponding client of (O.S.A.) will not be tolerated. No trespassing order (NTO) drug-free zone.
- 7.) All security personnel shall always respond and/or react professionally and appropriately during periods of normal and routine activities at the assignment location specified in the work order. In the event that any adverse circumstances develop or occur at may be responsibly considered as a threat to the safety, security, and welfare of individuals, associates property, and interest of the corresponding client of Orozco Security, and/or (O.S.A.) at the Assignment location specified in this work order, security personnel shall always report and/or react responsibly and in a manner that is considered with affiliates, policies proceedings, and training,, while adhering to all applicable legal and/or regulatory requirements, in order to protect the investments of the corresponding client of(O.S.A.) has set forth in this work order. Prior to any such response, however, security personnel shall attempt to immediately and discreetly inform and/or comfort with an appropriate member of the management team of the client. Orozco Security. An incident report shall also be completed in an written, and then signed and dated by the security personnel involved in submitted to Orozco Security as soon as possible after such incident occurred, such adverse circumstances may include, but shall not be limited to, criminal, unlawful or, suspicious behavior, violence ,audible and/or visible discharge of firearm: brandishing firearms and/or other lethal or, nonlethal weapons: drunkenness and/or intoxication resulting from suspected alcohol, drug, or other substance abuse, vandalism, mischief, trespassing: shoplifting: theft: and other undesirable activities, hazard, or unsafe conditions, unsecure or, breached access points: fires and fire hazards: suspicious person and/ or suspicious vehicles: vehicle collisions or mishaps: accidents: injuries: onset of illness: and/or any other unforeseen danger or potentially harmful conditions, either suspected or detected. Incident reports completed during Company's events must be turned over to Company for submission to County Risk Manager immediately.
- 8.) Company shall retain all rights, discretion, and authority to request an immediate removal from duty or subsequent replacement of any security personnel at the Assignment location specified in work order. At any time, and for any reason whatsoever, and affiliate shall expedite such request from (O.S.A.) in a reasonable and timely manner.
- 9.) In accordance with the report requirements established by Orozco Security for the post position and Assignment location specified in this work order, security personnel, who shall be assigned for duty and dispatched by (O.S.A.) and affiliates to the applicable Assignment location specified in this work order, may be required to utilize a self-validating texting reporting to Clock in, and to Clock out.