

**1st AMENDMENT OF CONTRACT**  
**BY AND BETWEEN CITY OF MANTECA**  
**AND PeopleReady, Inc**

THIS 1st AMENDMENT ("Amendment") to the October 22, 2024 Agreement by and between the City of Manteca and PeopleReady, Inc ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and PeopleReady, Inc.

**RECITALS:**

A. WHEREAS, CITY and PeopleReady, Inc entered into the Agreement on or around October 22, 2024, for the provision of providing its temporary workers ("Associates") to the City on a temporary basis to perform the services required; and

B. WHEREAS, the CITY and PeopleReady, Inc desire to amend the Agreement in order to extend the Term Period for the services undertaken by Consultant through June 30, 2026 and Compensation to not exceed \$230,000 under the Agreement.

C. WHEREAS, Section 3 and 4 of the Agreement allows the Parties to mutually agree to amend the Agreement in writing.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT.**

**Section 3 Time of Performance** to the Agreement is hereby amended to read as follows: Consultant shall provide Associates to the City for various tasks on an as-needed basis beginning upon the execution of this Agreement. Work shall be completed no later than June 30, 2026. Failure to provide Associates to the City pursuant to this Agreement may result in the delay of payment. Repeated failure to provide Associates to the City in accordance with this Agreement may result in the termination of this Agreement.

**Section 4 Compensation** to the Agreement is hereby amended to read as follows: The City will accurately record the daily hours worked by each Associate, and report hours worked to Consultant as agreed. Bill rates will be increased to reflect holiday hours worked and overtime hours worked according to state or local law. The agreed hourly bill rates are subject to adjustment from time to time by Consultant to reflect increases

in Consultant's actual or government mandates cost for wages, withholding amounts, governmental taxes, assessments, health care, workers' compensation insurance increases, the City's use of vendor management system. Consultant shall notify the City no less than fourteen (14) days before the effective date to increase in the hourly rate along with information supporting the reason for the increase. The City may terminate this Agreement by giving written notice of agreed hourly bill rates; otherwise the adjusted hourly rate will become effective on the date specified in the notice. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

3. **OTHER TERMS.** Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and PeopleReady, Inc have executed this Amendment the day and year first above written.

**CITY OF MANTECA**, a municipal corporation of the State of California:

\_\_\_\_\_  
Gary Singh, Mayor

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Cassandra Candini-Tilton, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

{{esl:Signer2:signature:size(150,30)}}

\_\_\_\_\_  
Daniella Green, Assistant City Attorney

Date: \_\_\_\_\_

**PeopleReady, Inc**

\_\_\_\_\_  
By: Logan Bradley

Date: \_\_\_\_\_