

**THIRD AMENDMENT TO TEMPORARY PERSONNEL SERVICES
AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC.**

This Third Amendment to Temporary Personnel Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and 4LEAF, INC. ("AGENCY").

WHEREAS, on April 18, 2017, CITY and AGENCY entered into a Temporary Personnel Services Agreement whereby AGENCY would provide specialized services in relation to building official, plan review, building inspection, and permit technician services; and

WHEREAS, on December 5, 2017, CITY and AGENCY entered into an Amendment to Temporary Personnel Services Agreement whereby the total compensation payable under the Agreement was increased to \$300,000.00 and whereby additional requirements (Exhibit "D") were incorporated to said Agreement and whereby the reference in "Payroll Hours Reporting" section of said Agreement was changed to Michelle Ahlberg; and

WHEREAS, on April 12, 2018, CITY and AGENCY entered into a Second Amendment to Temporary Personnel Services Agreement whereby the term of the Agreement was extended by two years; and

WHEREAS, the parties now agree that a Third Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS THIRD AMENDMENT TO TEMPORARY PERSONNEL SERVICES AGREEMENT:

4. Compensation

[Replace the second sentence of this section with the following]:

Total compensation shall not exceed Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

4LEAF, INC. ("AGENCY")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title