

**SECOND AMENDMENT TEMPORARY PERSONNEL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND FIRE & RISK ALLIANCE FOR ON-  
CALL CONTRACTS FOR PERSONNEL SERVICES**

THIS SECOND AMENDMENT to the On-Call Contracts for Personnel Services Agreement is entered into as of \_\_\_\_\_ by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and FIRE & RISK ALLIANCE.

WHEREAS, CITY and CONTRACTOR entered into an agreement dated January 14, 2025, whereby CONTRACTOR would provide On-Call contracts for personnel services; and

WHEREAS, the CITY and CONTRACTOR entered into a First Amendment to add upcoming On-Call contracts for personal services and modified Compensation not to exceed \$228,900.00; and

WHEREAS, the CITY and CONTRACTOR desire to increase the maximum compensation and exercise year two (2) of three contract extension; and

NOW, THEREFORE, THE CITY AND CONTRACTOR ENTER INTO THIS SECOND AMENDMENT TO THE AGREEMENT.

1. Section 2 of the agreement entitled "Time for Performance" is hereby deleted and replaced in its entirety to read as follows:

2. Time for Performance

The term of this agreement shall begin on January 12, 2026 and continue through January 11, 2027, unless otherwise terminated. This agreement may be renewed for one (1) additional one-year optional extension subject to available funding.

2. Section 4 of the agreement entitled "Compensation" is hereby deleted and replaced in its entirety to read as follows:

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C". Total compensation shall not exceed Three Hundred Thirty Eight Thousand Five Hundred Seventeen and No/100 Dollars (\$338,517.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box

3707, Sunnyvale, CA 94088-3707 or  
[accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov).

3. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

FIRE & RISK ALLIANCE ("AGENCY")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney