

DRAFT
**FOURTH AMENDMENT TO AGREEMENT BETWEEN CITY OF SUNNYVALE AND
MANPOWERGROUP PUBLIC SECTOR INC. FOR WORK EXPERIENCE PAYROLL
SERVICES**

This Fourth Amendment to the Agreement No. 002-301-24 ("Agreement"), dated January 1, 2026 ("Fourth Amendment"), is by and between the City of Sunnyvale (hereinafter referred to as "City"), on behalf of the NOVA Workforce Board ("NOVA"), and ManpowerGroup Public Sector Inc. for work experience payroll services (hereinafter referred to as "Contractor") (collectively referred to as "Parties").

Whereas, on June 21, 2024, the City and ManpowerGroup Public Sector Inc. entered into the Agreement whereby the Parties agreed to adhere to and comply with conditions and requirements established for use of specific funds from the State of California, intended to provide workforce development services to youth eligible under the Workforce Innovation and Opportunity Act (WIOA) Title I and from the NOVAworks Foundation, to provide workforce development services to youth, adults, and dislocated workers who may not be eligible under WIOA; and

Whereas, on January 24, 2025, the City and ManpowerGroup Public Sector entered into an Amendment to Agreement, whereby the Parties agreed to amend the "Work Experience" portion of Section I.B. of Exhibit A, (PROGRAM DESIGN AND STANDARDS) to allow the wages and number of paid work experience hours to increase; change contact information under Section IV of Exhibit A; and replace Exhibit D, BUDGET, with Exhibit D-1, BUDGET – AMENDED for the term ending June 13, 2025;

Whereas, on June 14, 2025, the City and ManpowerGroup Public Sector entered into a Second Amendment to Agreement, whereby the Parties agreed to extend the Term of Agreement through September 30, 2025;

Whereas, on October 1, 2025, the City and ManpowerGroup Public Sector entered into a Third Amendment to Agreement, whereby the Parties agreed to extend the Term of Agreement through December 31, 2025, and amend the "Verification of Coverage" portion under Exhibit E (INSURANCE REQUIREMENTS) of the Agreement to reflect the changes in the City's insurance platform;

Whereas, the City and ManpowerGroup Public Sector, Inc. agree that a Fourth Amendment to Agreement No. 002-301-24 is advisable and desired to extend the Term of Agreement through December 31, 2026, incorporate up to \$300,000 in new funding for the work experience payroll services, and make various administrative updates.

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FOURTH AMENDMENT TO
AGREEMENT NO. 002-301-24:

1. Section 2 of the Agreement, entitled “Term of Agreement” is hereby amended to read as follows:
 2. Term of Agreement: June 14, 2024, through December 31, 2026.
2. Section 1(d) of the Agreement is hereby amended, in part, to read as follows:
(d) Budget – Amended and Method of Payment – Exhibit D-2.
3. Section 14.1 of Exhibit B is hereby amended to read as follows:
 - 14.1 City will monitor Contractor’s expenditures monthly under this Agreement and may reallocate funds in the event Contractor is not making adequate progress toward budget goals, per Exhibit D-2 of this Agreement.
4. Exhibit D-1 of the Agreement, BUDGET-AMENDED, is hereby replaced in its entirety with Exhibit D-2, BUDGET-AMENDED, attached hereto and incorporated herein.
5. Section IV of Exhibit A to the Agreement is hereby amended, in part, to read as follows:

[Replace City’s contact information with the following:]

City: Giang Pham, Business Operations Manager
NOVA Workforce Services
456 West Olive Avenue
Sunnyvale, CA 94088
Telephone: 408-730-7812
Email: gpham@novaworks.org
6. All other terms and conditions of this Agreement remain unchanged and in effect.

The Parties, by and through their authorized representatives as indicated below, hereby acknowledge, and agree to the terms and conditions of this Fourth Amendment to Agreement No. 002-301-24.

CITY OF SUNNYVALE

**MANPOWERGROUP PUBLIC
SECTOR INC.**

BY: _____

BY: _____

NAME: **Sarah Johnson-Rios**

NAME: **Lisa Christ**

TITLE: **Assistant City Manager**

TITLE: **Contracts Professional**

APPROVED AS TO FORM:

BY: _____
City Attorney

BUDGET-AMENDED

The Contractor will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$300,000 for the term of this Agreement in accordance with the following line items.

All participants may receive compensation of approximately \$19.45 per hour for their work and is subject to City's or State's minimum wage, if applicable. With an anticipated attendance of 28 participants, and each participant working approximately 400 hours, the total projected hours worked would be 11,200. Thus, the total payout to all participants would amount to \$217,840. Compensation and total number of hours worked may be increased for a specific participant if approved by NOVAworks.

For the facilitation of these services by ManpowerGroup Public Sector, NOVAworks incurs a cost of \$300,000, inclusive of a maximum 35% markup. However, this leaves a remaining budget of \$5,916, which ManpowerGroup Public Sector can utilize for any necessary background checks. Should background checks not be required, this balance will remain with NOVAworks.

The total expenses will not surpass the allocated budget of \$300,000.

	*Per Participant	Program
Hourly Pay Rate	\$ 19.45	
# of Participants	1	28
Hours worked	400	11,200
Total Payroll cost	\$ 7,780.00	\$ 217,840.00
Mark Up.	35%	35%
Background Checks		\$ 5,916.00
Total Spend Not to Exceed	\$ 10,503.00	\$ 300,000.00

*Per participant may vary according to pay rate, number of hours worked, and total payroll cost.

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Accrued expenditures (not yet paid) must be reported monthly on the Request for Payment form.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form that will be provided following approval of the contract. Requests shall be submitted by the 15th of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation must be submitted with each payment request. This submission must also consist of an itemized description of work performed to support amounts claimed on the Request for Payment form.

Description of work performed should relate to tasks described in the scope of services as provided for in Exhibit A and the Budget – Amended as provided for in this Exhibit D-2.

Failure to submit required documentation and forms may cause a delay in payment.