

ORIGINAL

**AMENDMENT TO TEMPORARY PERSONNEL SERVICES
AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND KIMLEY-HORN AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO TEMPORARY PERSONNEL SERVICES AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. ("AGENCY").

WHEREAS, on March 31, 2017, CITY and AGENCY entered into an agreement for specialized services in relation to temporary staffing to support City staff in review and design of traffic signal design and modification plans, signing and striping plans, and off-site improvement plans, and provide general assistance with other various traffic engineering and design projects as assigned.; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIRST AGREEMENT.

1. Services by AGENCY

Replace the second sentence with the following:

Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "D".

4. Compensation

Replace the first paragraph with the following:

CITY agrees to pay AGENCY at the rates set forth in the compensation schedule (Exhibit "B"), attached and incorporated by reference. Total compensation shall not exceed Two Hundred Forty-Five Thousand and No/100 Dollars (\$245,000)

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
Interim City Manager

APPROVED AS TO FORM:

Kimley-Horn and Associates, Inc.
("AGENCY")

By _____
City Attorney

Name

Title

Name

Title

Exhibit "B"

COMPENSATION SCHEDULE
(Rates remain unchanged)

KIMLEY-HORN AND ASSOCIATES, INC. 2017 RATE SHEET

Staff Hourly Rate:

Technical Support \$105 - \$125
Senior Technical Support \$120 - \$180
Support Staff \$85 - \$105
Professional \$115 - \$165
Senior Professional \$180 - \$325

Rates may be adjusted on July 1 of each year, subject to agreement of the parties.

Expenses:

Direct Expense Mark-Up - Billed at Cost
Sub-consultant Mark-Up - Up to 5% Mark-Up
Office Expenses - Billed at Cost

Exhibit "D"
Additional Requirements

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.

2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.

3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:

- Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
- Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
- Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.
- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

Appendix "A"

City of Sunnyvale
Affirmation of Criminal Background Check Completion
Contract/PO Ref. # _____

This form acknowledges that the temporary employee, _____, from West Valley Staffing Group ("Agency"), has completed a criminal background check as required and detailed within Exhibit "B" of this Fourth Amendment to the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date