

DRAFT

**SECOND AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND 4LEAF, INC.
FOR TEMPORARY PERSONNEL PLACEMENT SERVICES**

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

WHEREAS, on November 28, 2012, CITY and AGENCY entered into a Service Agreement whereby AGENCY would provide temporary personnel placement services; and

WHEREAS, on June 5, 2013, CITY and AGENCY entered into an Amendment to Service Agreement whereby the term of the contract was extended to June 30, 2014; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO SERVICE AGREEMENT:

Section 2. Contract Term – Delete section and replace with the following:

The term of this Agreement shall be effective December 1, 2012 through June 30, 2015, unless otherwise terminated. At the option of the CITY the Agreement may be extended for three additional one year periods, subject to services being acceptable and available funding.

Section 3. Compensation – Replace the second sentence of this section with the following:

Total compensation shall not exceed Two Hundred Eighty Seven Thousand and no/100 dollars (\$287,000.00).

Add the following:

Payroll Hours Reporting

AGENCY is responsible for submitting a monthly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the City's fiscal year, which is July 1- June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Doug Baker
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: 408-730-2705
Email: dbaker@sunnyvale.ca.gov

6. Compliance with Laws – Add the following:

(c) AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the City of Sunnyvale who meet the eligibility criteria of the Patient Protection and Affordable Care Act.

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:

4-LEAF, INC. (AGENCY")

By _____
City Attorney

By _____

Title

DRAFT

**SECOND AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND SHUMS CODA ASSOCIATES
FOR TEMPORARY PERSONNEL PLACEMENT SERVICES**

This Amendment to Service Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SHUMS CODA ASSOCIATES, ("AGENCY").

WHEREAS, on December 5, 2012, CITY and AGENCY entered into a Service Agreement whereby AGENCY would provide temporary personnel placement services; and

WHEREAS, on June 4, 2013, CITY and AGENCY entered into an Amendment to Service Agreement whereby the term of the contract was extended to June 30, 2014; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO SERVICE AGREEMENT:

Section 2. Contract Term – Delete section and replace with the following:

The term of this Agreement shall be effective December 1, 2012 through June 30, 2015, unless otherwise terminated. At the option of the CITY the Agreement may be extended for three additional one year periods, subject to services being acceptable and available funding.

Section 3. Compensation – Replace the second sentence of this section with the following:

Total compensation shall not exceed One Hundred Thirteen Thousand and no/100 dollars (\$113,000.00).

Add the following:

Payroll Hours Reporting

AGENCY is responsible for submitting a monthly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the City's fiscal year, which is July 1- June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Doug Baker
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: 408-730-2705
Email: dbaker@sunnyvale.ca.gov

6. Compliance with Laws – Add the following:

(c) AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the City of Sunnyvale who meet the eligibility criteria of the Patient Protection and Affordable Care Act.

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:

SHUMS CODA ASSOCIATES (AGENCY")

By _____
City Attorney

By _____

Title