

**FOURTH AMENDMENT TO TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND FIRE & RISK ALLIANCE, LLC**

This Fourth Amendment to Temporary Personnel Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and FIRE & RISK ALLIANCE, LLC ("AGENCY").

WHEREAS, on May 16, 2016, CITY and AGENCY entered into a Temporary Personnel Services Agreement whereby AGENCY would provide fire protection system plan review and building inspection services for new construction in the City of Sunnyvale; and

WHEREAS, on November 10, 2016 the Agreement was amended to increase the total compensation amount; and

WHEREAS, on February 6, 2017 the Agreement was amended to increase the total compensation amount; and

Whereas, on August 10, 2017 the Agreement was amended to increase the total compensation amount; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FOURTH AMENDMENT TO TEMPORARY PERSONNEL SERVICES 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".

2. Time for Performance

Replace the first sentence with the following:

The term of this Agreement shall be from January 1, 2018 until December 31, 2018, unless otherwise terminated.

4. Compensation

Replace the second sentence of this section with the following:

Total compensation shall not exceed Eight Hundred Seventy Five Thousand and No/100 Dollars (\$875,000)

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: FIRE & RISK ALLIANCE, LLC ("AGENCY")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

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

(Sample)

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #: _____ (insert PO number here)

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ ("Agency") has completed a criminal background check as required and detailed within Exhibit A of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date: _____