

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

This Fifth 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 CITY and AGENCY entered into an Amendment to said Agreement whereby the compensation payable under the Agreement was increased to \$175,000.00; and

WHEREAS, on February 6, 2017 CITY and AGENCY entered into a Second Amendment to said Agreement whereby the compensation payable under the Agreement was increased to \$375,000.00; and

WHEREAS, on August 10, 2017 CITY and AGENCY entered into a Third Amendment to said Agreement whereby Exhibit "B-1" was incorporated into said Agreement; and

WHEREAS, on January 31, 2018 CITY and AGENCY entered into a Fourth Amendment to said Agreement whereby the compensation payable under the Agreement was increased to \$875,000.00 and whereby additional requirements (Exhibit "D") were incorporated to said Agreement and whereby the term of the agreement was extended through December 31, 2018; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIFTH AMENDMENT TO TEMPORARY PERSONNEL SERVICES AGREEMENT:

2. Time for Performance
[Replace the first sentence with the following]:

The term of this Agreement shall be from the date of execution through December 31, 2019, unless otherwise terminated.

4. Compensation
[Replace the second sentence of this section with the following]:

Total compensation shall not exceed One Million Four Hundred Seventy-Five Thousand and No/100 Dollars (\$1,475,000.00).

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