

**TEMPORARY PERSONNEL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND V GROUP INC. FOR  
PROFESSIONAL AND TECHNICAL SUPPORT SERVICES AND TEMPORARY  
STAFFING PLACEMENT FOR TECHNOLOGY CONTRACTING SERVICES**

THIS AGREEMENT dated 06/15/2023 is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and V GROUP INC. ("AGENCY"),

WHEREAS, CITY advertised a Request for Proposals (RFQL) on November 12, 2020, for Professional and Technical support services and temporary staffing placement for technology contracting services; and

WHEREAS, CONSULTANT submitted a proposal on December 17, 2020; and

WHEREAS, CITY is in need of specialized personnel services in relation to Professional Technical Staffing Services; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Professional Technical Staffing Services, as needed, in accordance with Exhibit "A". 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 "B".

All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be from date of execution of this Agreement for three (3) years unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or an authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one-year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility. AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov).

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

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.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at [www.fppc.ca.gov](http://www.fppc.ca.gov). To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov): 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- 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 who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form,

complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

AGENCY shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services, caused in whole or in part by any negligent act or omission of AGENCY, any subagency, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Kathleen Boutté Foster-Gee, Information Technology Director, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of

CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

Ankin Shah, Accounts Manager (“AGENCY representative”), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly 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:

City of Sunnyvale  
Human Resources Manager  
505 W. Olive Avenue, Suite 200  
Sunnyvale, CA 94086  
Phone: (408) 730-7490  
Email: [benefits@sunnyvale.ca.gov](mailto:benefits@sunnyvale.ca.gov)

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Kathleen Boutté Foster-Gee  
IT Director  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To AGENCY: Ankin Shah, Accounts Manager  
V GROUP INC.  
379 Princeton Hightstown Road, Bldg 3 Suite 2A,  
Cranbury, NJ 08512

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

V GROUP INC. ("AGENCY")

By DocuSigned by:  
Siv. Silva  
6AA8438C2F51413...  
City Manager

By DocuSigned by:  
Ankin Shah  
BA8868U3606E44F...  
Ankin Shah Contracts & Accounts Manager  
Name and Title

ATTEST:  
By DocuSigned by:  
[Signature]  
663E57B021394E1...  
City Clerk

By \_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By DocuSigned by:  
Melissa Tronquet  
09A1ACB0C36245F...  
City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **Scope of Work - Group 11: Professional Technical Staffing**

- Provide temporary personnel for project work, not to exceed 900 hours in a fiscal year.

The City's Information Technology Department has an operational need to augment existing staff levels with contingency staffing during projects, for the following positions:

- Business Analyst
- Desktop Engineer
- Network Engineer
- Application Analyst (Series)
- Project Manager
- Systems Engineer

#### **Business Analyst**

Understand the customer business rules to specify customer requirements; suggest procedures to improve the services of an organization. Assist customers in finalizing and testing finalized systems to include developing test scripts, testing plans and regression tests. Participates with Programmer / Analysts in development activities to ensure user perspective.

Experience:

- Research and interpret the underlying business need to be addressed
- Communication with stakeholders, document requirements
- Understanding of technology, able to work on multiple platforms

#### **Desktop Engineer**

Provides ongoing technical and operational support and customer service assistance in the use of desktop computers and City information and communications systems.

- Analyze reported problems and service requests, assist users through verbal instructions or a variety of technology systems.
- Solve technical problems for computer users.
- Assemble and install the desktops, keep system up to date with security fixes and patches.
- Communicate with end users to use technology in their job more easily.
- An understanding of the underlying theories is required to appropriately assign service requests to specific staff for resolution.

#### **Network Engineer**

Working under the guidance of the IT Infrastructure Manager, ensures the stability and integrity of in-house data, video and wireless network services.

- Participate with the installation, monitoring, reporting, systems management and capacity management, maintenance, support, and optimization of all network hardware, software, and communication links.



- Analyze and resolve network hardware and software problems in a timely and accurate fashion and provide end user training where required.

### **Systems Engineer**

Proactively monitor and manage IT infrastructure under the direction of the Principal System Engineer. This includes reporting, systems management and capacity management across the various infrastructure disciplines.

- Active Directory/Windows Infrastructure system administration (builds and upgrades domains)
- Office 365/Exchange Email administration
- Troubleshoot and resolve server hardware and operating system issues
- Install, configure, and maintain server infrastructure and equipment
- Maintain and support Data Center activities

### **Systems Engineer 2**

Proactively monitor and manage all aspects of the IT infrastructure. This includes reporting, systems management and capacity management across the various infrastructure disciplines.

- Manage and monitor all installed systems and infrastructure
- Install, configure, test and maintain operating systems, application software and system management tools
- Proactively ensure the highest levels of systems and infrastructure availability
- Monitor and test application performance for potential bottlenecks, identify possible solutions, and work with developers to implement those fixes
- Maintain security, backup, and redundancy strategies
- Write and maintain custom scripts to increase system efficiency and lower the human intervention time on any tasks
- Participate in the design of information and operational support systems
- Provide 2nd and 3rd level support

### **Application Analyst (Series)**

Performs Business Analysis for the elicitation, analysis, and validation of system requirements; performs programming assignments according to the City's Software Development Lifecycle (SDLC), established guidelines, and technology standards; develops and/or implements in-house and commercial systems according to a project plan; revises, improves, updates, and maintains existing systems; participates in or manages system implementation projects; provides training and technical support to users; closely coordinates and works with system owners, users, and project teams; executes the Information Technology Strategic Plan; and performs related duties as assigned.

- Prepares system documentation or ongoing support.
- Performs routine and preventive maintenance tasks to ensure uninterrupted and optimum system performance.

- Completes service requests in a timely manner and provides support to end users.

### **Project Manager**

Project manager is responsible for planning, executing, monitoring, controlling and closing projects. They are accountable for the entire project scope, project team, resources, and the success or failure of the project.

- Primary responsibility for leading IT projects and can be accountable for managing multiple projects.
- Manages all aspects of the projects including scope, schedule and cost, and adhere to performance standards (using PMI methodologies and templates).
- Manage the expectations and interests of project team members, key sponsors, and stakeholders to ensure their continued support and appropriate participation in the project.
- Sample tasks include:
- Planning and Defining Scope
  - Activity, Resource Planning
  - Estimating time and Cost
  - Documentation
  - Managing Risks and Issues
  - Controlling Quality