

AMENDMENT NUMBER SIX
TO
CONTRACT MA-060-19010294
BETWEEN THE
COUNTY OF ORANGE
AND
ALL CITY MANAGEMENT SERVICES, INC.

This AMENDMENT NUMBER SIX to Contract Number MA-060-19010294 (hereinafter "AMENDMENT NUMBER SIX") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and All City Management Services, Inc. ("CONTRACTOR") with a place of business at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Crossing Guard Services on October 16, 2018, for a two (2) year term of November 1, 2018 through and including October 31, 2020, renewable for one additional two-year term and one additional one-year term (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 3, 2018 and added one additional crossing guard at Panorama Elementary, at the intersection of Crawford Canyon Road/Barrett Lane (Site #21), and increased the contract by \$19,700.00 for a new not to exceed amount of \$1,241,352.00 as well as revised Term R, Change of Ownership ("AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on April 1, 2019 and added two additional crossing guards at Esencia Elementary (Site# 41.1 and Site# 41.2) and increased the contract by \$39,400.00 for a new not to exceed amount of \$1,280,752.00 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR amended Attachment A. Scope of Work of the ORIGINAL CONTRACT on August 28, 2019 and modified the schedule hours for Esencia Elementary (Site# 41.1 and Site# 41.2), (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 29, 2020, for a two-year term of November 1, 2020 through and including October 31, 2022, and increased the hourly rate to \$20.84 for the term of November 1, 2020 through October 31, 2021 in a not to exceed amount of \$736,730.88 and \$22.69 for the term of November 1, 2021 through October 31, 2022 in a not to exceed amount of \$800,800.08 for a total not to exceed amount of \$1,537,530.96; as well as amended Attachment A, Scope of Work of the ORIGINAL CONTRACT to modify Section I. Paragraph 3. and Attachment B, Payment/Compensation, Paragraph 3. Fees in their entirety (hereinafter "AMENDMENT NUMBER FOUR");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 14, 2021 and increased the term of November 1, 2020 through and including October 31, 2021 by \$325,000 for a not to exceed amount of \$1,061,730.88, and increased the term of November 1, 2021 through October 31, 2022 by \$350,000 for a not to exceed amount of \$1,150,800.08, for a total not to exceed contract amount of \$2,212,530.96; as well as revised Attachment B, Payment/Compensation, Paragraph 3. Fees (hereinafter "AMENDMENT NUMBER FIVE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one-year term of November 1, 2022 through and including October 31, 2023 in a not to exceed amount of \$937,834.00, and to amend Attachment A. Scope of Work to add a Crossing Guard Assignment for Esencia Elementary, as well as amend Attachment B, Payment/Compensation, Paragraph 3. Fees, and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER SIX;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Attachment A, Scope of Work, Section II. Crossing Guard Assignments and Locations, is amended in its entirety to read as follows:

II. Crossing Guard Assignments and Locations:

School District	School Name	Intersection/Site#	Maximum Hours Allowed per Shift
CAPISTRANO	Chaparral Elementary	Second St / Main St (Site# 39)	3 hours
CAPISTRANO	Chaparral Elementary	Flintridge Ave / Sienna Pkwy (Site# 40)	3 hours
CAPISTRANO	Chaparral Elementary (Ladera Ranch)	Second St / Sienna Pkwy (Site# 38)	3 hours
<i>Note: The following applies to the (8) sites for Ladera Ranch: (1) Due to bell schedules, Wednesdays will be billed at 3.25 hours, (2) Due to Special Events, there will be days during the school year that will be billed at 4.0 hours</i>			
CAPISTRANO	Ladera Ranch Elementary & Middle School (Ladera Ranch)	Sellas Rd North / Sienna Pkwy (Site# 41.2)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Dorrance / Sienna Pkwy (Site# 42)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Daisy St / Sienna Pkwy (Site# 43)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Snap Dragon / Sellas Rd North (Site# 44.1)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Snap Dragon / Sellas Rd North (Site# 44.2)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Avendale Blvd/ Daisy St. (Site #45)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Dorrance Drive / Fallabella (Site# 46)	3 hours
CAPISTRANO	Ladera Ranch Elementary & Middle School	Sellas Rd North / Sienna Pkwy (Site# 41.1)	3 hours
CAPISTRANO	Las Flores Elementary School	Oso Pkwy / Morning Trail (Site# 49.2)	3 hours
CAPISTRANO	Las Flores Elementary School	Antonio Pkwy / Sweetwater	3 hours
CAPISTRANO	Las Flores Elementary School	Antonio Pkwy at Sweetwater/Sable (Site# 51.1)	3 hours
CAPISTRANO	Las Flores Elementary School (Las Flores)	Oso Pkwy / Morning Trail (Site# 49.1)	3 hours
CAPISTRANO	Las Flores Middle School	Oso Pkwy / Morning Trail (Site# 49.3)	3 hours

CAPISTRANO	Las Flores Middle School	Oso Pkwy / Morning Trail (Site# 49.4)	3 hours
CAPISTRANO	Las Flores Middle School	Antonio Pkwy / Sweetwater	3 hours
CAPISTRANO	Las Flores Middle School	Antonio Pkwy at Sweetwater/Sable (Site# 51.2)	3 hours
CAPISTRANO	Oso Grande Elementary (Ladera Ranch)	O'Neil Dr / Sienna Pkwy (Site# 47.1)	3 hours
CAPISTRANO	Oso Grande Elementary (Ladera Ranch)	O'Neil Dr / Sienna Pkwy (Site# 47.2)	3 hours
CAPISTRANO	Oso Grande Elementary (Ladera Ranch)	O'Neil Dr / Sienna Pkwy (Site# 47.3)	3 hours
CAPISTRANO	Oso Grande Elementary (Ladera Ranch)	Sienna Pkwy/ Covenant Hills Dr. (Site 48.1)	3 hours
CAPISTRANO	Oso Grande Elementary (Ladera Ranch)	Sienna Pkwy/ Covenant Hills Dr. (Site 48.2)	3 hours
CAPISTRANO	Wagon Wheel Elementary	Bridle Path / Gingham (Site# 35)	3 hours
CAPISTRANO	Wagon Wheel Elementary	Coto De Caza / Oso Pkwy (Site# 36.1)	3 hours
CAPISTRANO	Wagon Wheel Elementary	Coto De Caza / Oso Pkwy (Site# 36.2)	3 hours
CAPISTRANO	Wagon Wheel Elementary (Coto de Caza)	Bridle Path / Oso Pkwy (Site# 34)	3 hours
CAPISTRANO **Extended hours**	Escencia Elementary	Andaza/Aprender (Site# 42.1)	3 hours, 20 mins
CAPISTRANO **Extended hours**	Escencia Elementary	Andaza/Aprender (Site# 42.2)	3 hours, 20 mins
CAPISTRANO **Extended hours**	Escencia Elementary	Andaza/Tierna (Site# 42.3)	3 hours, 20 mins
GARDEN GROVE	Bryant Elementary	Dale / Orangewood (Site# 3)	3 hours
GARDEN GROVE	Bryant Elementary (Garden Grove)	Mossler / Orangewood (Site# 2)	3 hours
LOS ALAMITOS	Hopkinson Elementary	Gertrude Dr. / Kensington Rd (Site# 5)	3 hours
LOS ALAMITOS	Hopkinson Elementary (Los Alamitos)	Foster / Gertrude (Site# 4)	3 hours
LOS ALAMITOS	Lee Elementary (Los Alamitos)	Foster / Shakespeare (Site# 6)	3 hours
LOS ALAMITOS	Rossmoor Elementary	Montecito / Shakespeare (Site# 8)	3 hours
LOS ALAMITOS	Rossmoor Elementary	Shakespeare Dr./ Bostonian Dr @ Rossmoor Way (Site# 9)	3 hours
LOS ALAMITOS	Rossmoor Elementary (Rossmoor)	Bostonian / Montecito (Site# 7)	3 hours
LOS ALAMITOS	Weaver Elementary (Los Alamitos)	Foster Rd / Bostonian Dr (Site# 10)	3 hours
MAGNOLIA	Disney Elementary	Orange / Rosebay (Site# 12)	3 hours
MAGNOLIA	Disney Elementary (Anaheim)	Orange/ Gilbert (Site# 11)	3 hours

MAGNOLIA	Salk Elementary	Gilbert / Cerritos (Site# 14)	3 hours
MAGNOLIA	Salk Elementary (Anaheim)	Gilbert / Chanticleer (Site# 13)	3 hours
MAGNOLIA	Walter Elementary	Magnolia / Syracuse (Site# 16)	3 hours
MAGNOLIA	Walter Elementary (Stanton)	Banta / Gilbert (Site# 15)	3 hours
ORANGE	Esplanade Elementary	Hewes / Walnut (Site# 18)	3 hours
ORANGE	Esplanade Elementary	Hewes / Spring (Site# 19)	3 hours
ORANGE	Esplanade Elementary	Esplanade / Spring (Site# 20)	3 hours
ORANGE	Esplanade Elementary (Orange)	Rancho Santiago / Spring (Site# 17)	3 hours
ORANGE	Panorama Elementary	Crawford Canyon Road/ Barret Lane (Site #21)	3 hours
ORANGE	Villa Park High School (Villa Park)	Taft / Nichols Ave (Site# 22)	3 hours
PLACENTIA-YORBA LINDA	Glendknoll Elementary (Yorba Linda)	Crestknoll Dr. / Fairlynn Blvd. (Site# 33)	3 hours
SADDLEBACK VALLEY	Trabuco Canyon Elementary (Trabuco Canyon)	Trabuco Cyn Rd / Trabuco Oaks (Site# 37)	3 hours
TUSTIN	Arroyo Elementary (Cowan Heights)	Arroyo Ave / Coronel Rd (Site# 23)	3 hours
TUSTIN	Guin Foss Elementary (North Tustin)	Holt / Venderlip (Site# 24)	3 hours
TUSTIN	Hewes Middle School	Hewes / Spaulding (Site# 26)	3 hours
TUSTIN	Hewes Middle School	Foothill Blvd./Old Foothill Blvd (Site# 27)	3 hours
TUSTIN	Hewes Middle School (North Tustin)	Barrett / Old Foothill (Site# 25)	3 hours
TUSTIN	Loma Vista Elementary	Carlsbad / Prospect (Site# 29)	3 hours
TUSTIN	Loma Vista Elementary (North Tustin)	Malena / Santa Clara (Site# 28)	3 hours
TUSTIN	Red Hill Elementary (North Tustin)	Redhill/Skyline Dr. (Site #30)	3 hours
TUSTIN	Tustin Memorial Elementary	Browning / Irvine (Site# 32)	3 hours
TUSTIN	Tustin Memorial Elementary (North Tustin)	Browning / Rainbow Dr (Site# 31)	3 hours
WESTMINSTER	Hayden Elementary (Midway City)	Newland / Madison (Site# 1)	3 hours

- b. Attachment B, Payment/Compensation, Paragraph 3. Fees, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

3. Fees: Prices shall be inclusive of all costs for labor, transportation (e.g., vehicles, gas, etc.), overhead, profit, and all other costs associated with providing School Crossing Guard Service described herein.

Year 1 - \$17.49/hour

Year 2 - \$18.99/hour

Contract term (November 1, 2018 through and including October 31, 2020) shall not exceed \$1,280,752.00.

Year 3 - \$20.84/hour (November 1, 2020 through and including October 31, 2021 shall not exceed \$1,061,730.88)

Year 4 - \$22.69/hour (November 1, 2021 through and including October 31, 2022 shall not exceed \$1,150,800.08)

Year 5 - \$25.98/hour (November 1, 2022 through and including October 31, 2023 shall not exceed \$937,834.00)

Contract term (November 1, 2020 through and including October 31, 2023) shall not exceed \$3,150,364.96.

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE is attached hereto as Exhibit F and incorporated by this reference.
8. All other provisions of the ORIGINAL CONTRACT, AMENDMENTS NUMBER ONE through FIVE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER SIX remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER SIX to Contract Number MA-060-19010294.

*Contractor: All City Management Services, Inc.

TITLE General Manager / owner BY [Signature]
 By: General Manager / owner Title: [Signature]
 Print Name: Brian Farwell Date: 7/11/22

*Contractor: All City Management Services, Inc.

TITLE CORPORATE SECRETARY BY [Signature]
 By: CORPORATE SECRETARY Title: [Signature]
 Print Name: DEMETRA FARWELL Date: 7/11/22

**If the contracting party is a corporation, (2) two signatures are required:*

(1) signature by the Chairman of the Board, the President or any Vice President; and

one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
 Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
 Office of the County Counsel
 Orange County, California

By: [Signature]
 Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-19010294)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-19010294)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-19010294)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-1910294)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-19010294)

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number MA-060-19010294)