

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

This AMENDMENT NUMBER ~~FOUR~~ FIVE to Contract Number MA-060-19010294 (hereinafter "AMENDMENT NUMBER ~~FOUR~~ FIVE") 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 ~~desires to renew~~ 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, ~~as well as~~ 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 desires to amend 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 and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER FOUR;~~

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the current 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 increase 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 revise Attachment B, Payment/Compensation, Paragraph 3. Fees and the CONTRACTOR has agreed to provide those services at the rates set forth in AMENDMENT NUMBER FOUR;

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

1. ARTICLES

~~a. Section 2, Term of Contract and Section 3, Renewal, of the Additional Terms and Conditions, of the ORIGINAL CONTRACT are amended to read in their entirety as follows:~~

~~2. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/1/18 through and including 10/31/2022, unless otherwise terminated by COUNTY.~~

~~3. Renewal:~~

~~This Contract may be renewed for one additional one-year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.~~

~~b. Attachment A, Scope of Work Section I., Paragraph 3., of the ORIGINAL CONTRACT is amended in its entirety to read as follows:~~

~~3. Contractor will be responsible to coordinate with representatives from all school districts served to verify that coverage is provided in accordance with school schedules. While the COVID-19 state of emergency persists throughout the nation and State of California, the crossing guard locations and schedules may change multiple times and may consist of full day and/or part time/hybrid schedules. Schools may also return to virtual learning with no need for crossing guard services. Contractor shall notify County's Project Manager in writing (e-mail will suffice) of the work hours at each location that may be requested by the schools; Contractor agrees to provide services in accordance with the needs of each school without need to amend Section II of this scope of work. No changes to work hours shall occur without the written agreement of the County's Project Manager; changes to schedules resulting from COVID-19 may be confirmed via e-mail, but some form of writing must confirm the change. The County and Contractor agree that changes to the schedule resulting from COVID-19 will remain in effect only as long as requested by a school. Upon direction from the County and/or the schools, Contractor shall resume providing services at the locations and schedules in section II after the termination of the COVID-19 state of emergency, which may include but not be limited to the lifting or modification of emergency orders issued by the President of the United States and/or the Governor of the State of California. A contract amendment shall be~~

~~required should any school permanently change their schedules upon the conclusion of the COVID-19 state of emergency.~~

- a. 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 ~~736,730.88~~)
- Year 4 - \$22.69/hour (November 1, 2021 through and including October 31, 2022 shall not exceed \$1,150,800.08 ~~800,800.08~~)
- Contract term (November 1, 2020 through and including October 31, 2022) shall not exceed \$2,212,530.96 ~~\$1,512,530.96~~.
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. All other provisions of the ORIGINAL CONTRACT, AMENDMENTS' ONE, ~~TWO and THREE~~ through FOUR, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~FOUR~~ FIVE remain in full force and effect.

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

*Contractor: All City Management Services, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: All City Management Services, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**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: _____
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)