

**FIRST AMENDMENT TO AGREEMENT 311 BETWEEN
THE CITY OF CUPERTINO AND ALL CITY
MANAGEMENT SERVICES FOR CROSSING GUARD
SERVICES AT VARIOUS SCHOOL LOCATIONS IN
CUPERTINO**

This First Amendment to Agreement 311 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and All City Management Services, a Corporation ("Contractor") whose address is PO Box 847436, Los Angeles, CA 90084-7436, and is made with reference to the following:

RECITALS:

- A. On August 05, 2021 Agreement 311 ("Agreement") was entered into by and between City and Contractor for Crossing Guard Services at Various School Locations in Cupertino.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2. of the Agreement is modified to read as follows: **Services**
Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A-1. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

Exhibit A of the Agreement is replaced with a new Exhibit A-1 attached hereto.
2. Paragraph 3.1 of the Agreement is modified to read as follows: **Time of Performance**
This Agreement begins on the Effective Date and ends on June 30, 2026, with the option to renew for two additional years ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on the start of Fall 2024 school semester and shall be completed by the conclusion of the 2026 school session, with the option to renew two years thereafter. The City's appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.
3. Paragraph 3.2 of the Agreement is modified to read as follows: **Schedule of Performance**
Contractor must deliver the Services in accordance with the Schedule of Performance.

Exhibit B of the Agreement is replaced with a new Exhibit B-1 attached hereto.

Paragraph 4.1 of the Agreement is modified to read as follows: **Maximum Compensation** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$1,688,879.04 ("Contract Price"), based upon the scope of services in Exhibit A-1 and the budget and rates included in Exhibit C-1, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

Exhibit C of the Agreement is replaced with a new Exhibit C-1 attached hereto.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By _____

Title _____

Date _____

ALL CITY MANAGEMENT SERVICES

By  _____

Title Secretary

Date Jun 11, 2024

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
Original Agreement	2022-140	\$903,879.04
Amendment 1	2022-140	\$785,000.00
Total		\$1,688,879.04










Draft Amendment 1 to All City Management Agreement for Routing

Final Audit Report

2024-06-11

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