

**SECOND 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 Second 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 was entered into by and between City and Contractor for Crossing Guard Services at Various School Locations in Cupertino.
- B. The City and the Consultant entered into a First Amendment to Agreement for Crossing Guard Services ("First Amended Agreement") effective July 30, 2024, with a term expiring on June 30, 2026; and
- C. The Agreement, First Amendment, and this Second Amendment to this Agreement are collectively referred to as the "Agreement" unless otherwise indicated.
- D. 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-2. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

Exhibit A-1 of the Agreement is replaced with a new Exhibit A-2 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, 2028 ("Contract Time") unless terminated earlier as provided herein. Contractor's Services shall begin at the start of the Fall 2026 – 2027 school session and shall be completed by the conclusion of the 2027-2028 school session.

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-1 of the Agreement is replaced with a new Exhibit B-2 attached hereto.

4. 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 \$2,548,879.04 (“Contract Price”), based upon the scope of services in Exhibit A-2 and the budget and rates included in Exhibit C-2, 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-1 of the Agreement is replaced with a new Exhibit C-2 attached hereto.

5. 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.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

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

CITY OF CUPERTINO

ALL CITY MANAGEMENT SERVICES

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Senior Assistant City Attorney

ATTEST:

\_\_\_\_\_

City Clerk

Date \_\_\_\_\_

**EXPENDITURE DISTRIBUTION**

<b>Item</b>	<b>PO Number</b>	<b>Amount</b>
Original Agreement	2022-140	903,879.04
Amendment 1	Increase Funding, Extend Term to 6/30/2026	\$785,000.00
Amendment 2	Increase Funding, Extend Term to 6/30/2028	\$860,000.00
	<b>TOTAL NTE</b>	<b>\$2,548,879.04</b>