

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
CUPERTINO AND ALL CITY MANAGEMENT SERVICES INC.**

This First Amendment to the Agreement between the City of Cupertino and All City Management Services for reference dated October 4th, 2016 is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and All City Management Services a California Corporation ("Contractor") whose address is 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670 and is made with reference to the following:

RECITALS:

A. On August 17th, 2015, an agreement was entered into by and between City and Contractor (hereinafter "Agreement") for crossing guard services at various locations throughout the City. The Agreement and the First Amendment are collectively referred to as the "Agreement" unless otherwise indicated.

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 and undersigned parties as follows:

1. Paragraph 3.1 – Contract Time of the Agreement is modified to read as follows:

The Contract Time will commence to run on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

With satisfactory performance by the contractor, the term of this agreement shall be three (3) years from the start date of the agreement. The City shall retain the option to extend the term of the agreement for an additional two (2) years, for a possible total of five (5) years. Contractor performance will be documented weekly by the Street Supervisor, with deficiencies communicated to the Contractor. An annual review of contractor performance will be completed by March 31st of each year. Satisfactory performance will be achieved if annual liquidated damages are less than \$1,500 for missed crossing guard events and \$200 for improper staging of pedestrian flow.

Compensation to Contractor shall be \$15.59/hr for the 15/16 school year; \$16.01/hr for the start of 16/17 school year; \$18.64/hr effective upon execution of this amendment through the end of the 16/17 school year, and \$20.61/hr effective for the 17/18 school year. There will be no CPI adjustment during the remaining terms of the agreement. Any renewal after the first three years shall be accomplished by the City providing a written notice of renewal to the Contractor at least 30 days prior to expiration of the term. Any such renewal shall contain the same provisions as the original agreement with compensation adjustments limited to actual changes in minimum wage requirements plus 31.5% labor burden added. Minimum wage payable to crossing guard staff for calendar year 2017& 2018 shall be \$12/hr and \$13.50/hr, respectively.

The City shall have the authority to suspend this agreement, wholly or in part, for such period as deems necessary due to unfavorable conditions or to the failure on the part of the Contractor to perform any provisions of this agreement.

2. 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.

CONTRACTOR

By _____
Title _____
Date _____

CITY OF CUPERTINO
A Municipal Corporation

By: _____
Title _____

RECOMMENDED FOR APPROVAL:

By: _____
Title _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk