

**FOURTH AMENDMENT TO FORT WORTH CITY  
SECRETARY CONTRACT NO. 56499**

This Fourth Amendment to Fort Worth City Secretary Contract No. 56499 is made between the City of Fort Worth (“City”), a home rule municipality, with its principal place of business at 200 Texas Street, Fort Worth, Texas, and **All City Management Services, Inc.** (“Vendor”), City and Vendor may be referred to individually as a Party and collectively as the Parties.

**WHEREAS**, the Parties previously entered into City of Fort Worth City Secretary Contract (CSC) No. 56499 (the “Agreement”), which was executed on October 13, 2021; and

**WHEREAS**, the Parties previously entered into City of Fort Worth City Secretary Contract Amendment and Renewal (CSC) No. 56499-A1R1, which was executed on August 31, 2022, to revise Exhibit A, Scope of Work and Exhibit B, Payment Schedule to increase year 2023 to \$2,450,125.80; and

**WHEREAS**, City Council adopted Ordinance No. 25773-09-2022, which increased the Fiscal Year 2023 School Crossing Guard Program contract budget amount to \$2,636,088.28 to expand services to schools with middle age children and

**WHEREAS**, the Parties previously entered into City of Fort Worth City Secretary Contract Amendment (CSC) No. 56499-A2, which was executed on March 16, 2023, to amend Exhibit A, Scope of Work to include schools with middle age children, and

**WHEREAS**, the Parties amended the Agreement to revise Exhibit B Payment Schedule to increase year 2023 to \$2,851,237.80; and

**WHEREAS**, the Parties amended the Agreement to allow for Cooperative Agreement use by other governmental agencies who are eligible to utilize contracts with the City of Fort Worth, pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, which was executed on June 7, 2023; and

**WHEREAS**, the Parties wish to amend the Agreement to revise Exhibit A, Scope of Work; and

**WHEREAS**, on November 28, 2023, the Crime Control Prevention District Board of Directors approved a FY 24 budget increase of \$208,307.00 to increase the vendor billing rate and crossing guard pay for the Spring and Summer school semesters; and

**WHEREAS**, the Parties wish to amend the Agreement to revise Exhibit B, Payment Schedule to increase year 2024 to \$3,059,605.00; and

**NOW, THEREFORE**, the Parties, acting herein through their duly authorized representative, enter into the following agreement

I.

**AMENDMENT TO AGREEMENT**

The following terms are hereby amended to either replace any conflicting terms in the Original Agreement or shall be added to the terms and shall be binding and enforceable as if they were originally included therein and the amended agreement shall be referred to as the Agreement in all future documents.

The Agreement is hereby amended as follows:

1. The Agreement is hereby amended by replacing Section 3, Compensation in its entirety with the following:

**Compensation.** The city will pay Vendor an amount not to exceed **Three Million Fifty-Nine Thousand Six Hundred Five Dollars** (\$3,059,605.00) in accordance with the provisions of this Agreement and Exhibit "B," Payment Schedule, which is attached hereto and incorporated herein for all purposes. The vendor will not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

2. Exhibit A, entitled "Scope of Work" is amended to read as;

**12.0 HOURLY PAY RATES**

12.1 If a Contractor's Hourly Pay Rate to its workers goes down during any term of an Agreement with City, the lower rate is required to be reported to the City, and an adjustment in the Contractor's Hourly Bill Rate downwards will be reflected.

12.2 The starting wage for all guards will be set at a minimum of \$13.50 per hour.

3. Exhibit B of the Original Agreement is deleted and replaced with Exhibit B attached to this Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement, to be effective the day the Assistant City Manager signs this Agreement.

**FORT WORTH:**

<b>CITY OF FORT WORTH</b>  By: _____ Name: William Johnson Title: Assistant City Manager  APPROVAL RECOMMENDED:  By: _____ Name: Lauren Prieur Title: Director Transportation and Public Works  ATTEST:  By: _____ Name: Jannette Goodall Title: City Secretary	<b>CONTRACT COMPLIANCE MANAGER:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.  By: _____ Name: Chelsea St. Louis Title: Sr. Capital Projects Officer Transportation and Public Works  <b>APPROVED AS TO FORM AND LEGALITY:</b>  By: _____ Name: Nico Arias Title: Assistant City Attorney  <b>CONTRACT AUTHORIZATION:</b> M&C: (None Required) Date Approved:  Form 1295 Certification No.: _____
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<b>ALL CITY MANAGEMENT SERVICES, INC.</b>    By: _____ Name: Demetra Farwell Title: Corporate Secretary
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# **Exhibit B Payment Schedule**

# Payment Schedule

**City of Fort Worth**  
**505 West Felix Street**  
**Fort Worth, TX 76115**

**Billing Rate for 2023/2024: \$21.03**

**Hourly Crossing Guard Rate: \$13.50**

**KEY:**

**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

**Summer School**

For schools with Summer School sessions use 19 days

**Sites with traditional calendar:**

	744		180		\$21.03
248 Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate

	3.25		180		\$21.03
1 Site at 3.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate

	3.75		180		\$21.03
1 Site at 3.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate

	120		180		\$21.03
40 Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate

**Summer School:**

	177		19		\$21.03
59 Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate