

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

This Second 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 \$2,450,125.00; and

**WHEREAS**, City Council adopted **Ordinance** \_\_\_\_\_ which increased the Fiscal Year 2023 School Crossing Guard Program contract budget amount to \$2,636,088.00 to expand services to schools with middle age children; and

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

**WHEREAS**, the Parties wish to amend the Agreement to revise Exhibit B Payment Schedule to increase year 2023 to \$2,851,237.00;

**NOW, THEREFORE**, the Parties, acting herein through their duly authorized representatives, 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.** City will pay Vendor an amount not to exceed **Two Million Eight Hundred and Fifty-One Thousand Two-Hundred and Thirty-Seven Dollars** (\$2,851,237.00) in accordance with the provisions of this Agreement and Exhibit “B,” Payment Schedule, which is attached hereto and incorporated herein for all purposes. 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;

1.0 SCOPE OF SERVICES

The City is seeking Contractors to provide a full-service program to provide school crossing guard services for the City of Fort Worth. The Contractor shall administer and coordinate the program fully. Currently, the City of Fort Worth Police Department covers 11 school districts, 168 schools with elementary and middle age children for a total up to 284 intersections. All intersections requested by the City will need coverage. School crossing guards shall be provided in both the morning and afternoon hours during the school year. There will need to be coverage for school days and summer days during each school year.

3. Exhibit B of the Original Agreement is deleted and replaced with the 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:**

<p><b>CITY OF FORT WORTH</b></p> <p>By: _____ Name: William Johnson Title: Assistant City Manager</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Lauren Prieur Title: Interim Director, Transportation and Public Works</p> <p>ATTEST:</p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p><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.</p> <p>By: _____ Name: Chelsea St. Louis Title: Sr. Capital Projects Officer, Transportation and Public Works</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Doug Black Title: Senior Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b> M&amp;C: (None Required) Date Approved:</p> <p>Form 1295 Certification No.: _____</p>
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<p><b>ALL CITY MANAGEMENT SERVICES, INC.</b></p> <p>By: _____ Name: Demetra Farwell Title: Corporate Secretary</p>
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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 2022/2023 \$18.57**

**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:**

		726		180		\$18.57	=	\$2,426,727.60
242	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		3.25		180		\$18.57	=	\$10,863.45
1	Site at 3.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		3.75		180		\$18.57	=	\$12,534.75
1	Site at 3.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		120		180		\$18.57	=	\$401,112.00
40	Site at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

**40 Additional Locations/Sites (Middle Schools)**