

**FIRST AMENDMENT AND SECOND RENEWAL
TO FORT WORTH CITY SECRETARY
CONTRACT NO. 48895**

This **FIRST AMENDMENT AND SECOND RENEWAL TO FORT WORTH CITY SECRETARY CONTRACT NO. 48895 (“Amendment”)** is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas (“City”), acting herein by and through Jesus J. Chapa, its duly authorized Assistant City Manager, and All City Management Services, Inc, a foreign for-profit corporation (“Vendor”), acting by and through Demetra Farwell, its duly authorized Corporate Secretary, each individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, City and Vendor entered into an agreement for crossing guard services, the same being Fort Worth City Secretary Contract No. 48895 (the “Agreement”); and

WHEREAS, under the terms of the Agreement, services began on February 8, 2017 and ended on February 7, 2018, and provided that the City would have the option to renew the Agreement for up to four one-year renewal options with the Vendor’s consent; and

WHEREAS, City exercised its first option to renew the Agreement from February 7, 2018 through September 30, 2018 under City Secretary Contract Number 48895-R1 (“First Renewal”); and

WHEREAS, Vendor consented to the First Renewal; and

WHEREAS, the City now desires to exercise its option to renew the Agreement for the second year beginning on October 1, 2018 through September 30, 2019 (the “Second Renewal”); and

WHEREAS, in addition to renewing the Agreement, the Vendor has requested an increase in the hourly rate being paid to the Vendor due to an increased cost for labor throughout the marketplace; and

WHEREAS, the Parties wish to amend the Agreement to reflect an increase in the hourly rate being paid to the Vendor in Exhibit B of the Agreement (Price Schedule), attached hereto as Exhibit A; and,

WHEREAS, the Parties would like to increase the “not to exceed” amount reflected in Section 3 of the Agreement, as well as amend the notice to terminate provisions in Section 4 of the Agreement; and,

WHEREAS, the Parties also wish to remove the requirement for professional liability insurance within Section 10 of the Agreement.

NOW THEREFORE, KNOWN ALL BY THESE PRESENT, City and Vendor, acting herein by and through their duly authorized representatives, enter into this Amendment, which amends the Agreement as follows:

1.

Section 3 of the Agreement is hereby replaced in its entirety as follows:

3. COMPENSATION.

City shall pay Vendor in accordance with the fee schedule of Vendor personnel who perform services under this Agreement in accordance with the provisions of this Agreement and Exhibit "B," - Price Schedule. Total payment made under this Agreement for each respective renewal term shall be as follows:

- For the Second Renewal, payments shall not exceed the amount of One Million Six Hundred and One Thousand and Seventy-Eight Dollars (\$1,601,078.00).
- For a third renewal, if the Parties agree to such a renewal, payments shall not exceed the amount of One Million Seven Hundred Ninety-Four Thousand and Ten Dollars (\$1,794,010.00)."

Vendor shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

2.

Section 4.1 of the Agreement is hereby replaced in its entirety as follows:

4.1 Written Notice. City or Vendor may terminate this Agreement at any time and for any reason by providing the other Party with 90 days written notice of termination."

3.

Exhibit B of the Agreement titled "PRICE SCHEDULE" is hereby replaced in its entirety with the attached Exhibit A to this Amendment.

4.

Section 10.1 of the Agreement is hereby replaced in its entirety as follows:

10.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage shall be on any vehicle used by Vendor, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits
Employer's liability

\$100,000 - Each accident/occurrence
\$100,000 - Disease - per each employee
\$500,000 - Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.0 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of:

\$100,000 - each accident/occurrence, \$500,000 bodily injury
disease policy limit
\$100,000 - per disease per employee

5.

Except as expressly modified in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

(signature page follows)

IN WITNESS WHEREOF, the said parties have hereto set their hands and seal of office to triplicate originals on this ____ day of _____, 2018.

CITY:

CITY OF FORT WORTH

By: _____
Name: Jesus J. Chapa
Title: Assistant City Manager

VENDOR:

ALL CITY MANAGEMENT SERVICES

By:  _____
Name: Demetra Farwell
Title: Corporate Secretary

APPROVAL RECOMMENDED:

By: _____
Name: Joel F. Fitzgerald
Title: Chief of Police

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: Royce Hansen
Title: Assistant City Attorney

Contract Authorization: M&C P-11996,
February 7, 2017
Amendment Authorization: M&C _____

ATTESTED:

By: _____
Name: Mary Kayser
Title: City Secretary

Contract Compliance Manager:

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.

Captain James C. Stockton
Contract Compliance Specialist

EXHIBIT B
PRICE SCHEDULE

As a full service Vendor, the hourly rate shall be a fully loaded rate, meaning all of Vendor's costs shall be included in the hourly billing rate.

This includes but is not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the City of Fort Worth, Texas Crossing Guard Program.

Hourly Rate:

- For the second renewal: Twelve Dollars and 74/100 Cents (\$12.74) per hour, per guard.
- For a third renewal if such a renewal is agreed to by both Parties in accordance with the Agreement: Fourteen Dollars and 28/100 Cents (\$14.28) per hour, per guard.

Starting pay for all guards shall be as follows:

Second (October 1, 2018 - September 30, 2019) Renewal Rates:

- Guards located in the Keller ISD will receive \$9.00 an hour or higher with incumbents paid at their current rate.
- Guards located outside of the Keller ISD will receive \$8.50 an hour or higher with incumbents paid at their current rate.
- Lead crossing guards starting pay shall be \$9.59 an hour or higher with incumbents paid at their current rate.

Third (October 1, 2019 - September 30, 2020) Renewal Rate if such a renewal is agreed to by both Parties in accordance with the Agreement:

- All Guards will receive \$9.50 an hour or higher with incumbents paid at their current rate.
- Lead crossing guards starting pay shall be \$10.59 an hour or higher with incumbents paid at their current rate.