



MEMORANDUM

DATE: JUNE 20, 2023
TO: MAYOR AND CITY COUNCIL
FROM: LISA BERGLUND, MPA, CITY CLERK *LB*
SUBJECT: AGENDA ITEM NO. 10

10. SECOND AMENDMENT TO THE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC.

Attached for the City Council's review and adoption is a revised version of Attachment 4, the Second Amendment to the ACMS Agreement. The changes can be found on page 2, where signatures have been added. This version presented to you this evening replaces the version of Attachment 4 published previously as part of the City Council packet.

CITY OF LAKE FOREST
SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Agreement for Professional Consultant Services ("Second Amendment") is entered into on the _____ day of _____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 100 Civic Center Drive, Lake Forest, CA 92630 ("City") and All City Management Services, Inc., a California Corporation, with its principal place of business at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California 90670 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Professional Crossing Guard Services dated July 9, 2020 ("Agreement").

2.2 First Amendment. The Parties entered into that certain First Amendment to expand the scope of services and increase the total amount of compensation under the Agreement, dated September 25, 2023 ("First Amendment").

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, modify the scope of services, and increase the total amount of compensation under the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

Term. The term of this Agreement shall be from July 7, 2020 to July 8, 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE MILLION THREE HUNDRED TWO THOUSAND ONE HUNDRED

FIFTY DOLLARS AND SIX CENTS (\$1,302,150.06) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Scope of Services. The Scope of Services as set forth in Exhibit "A" of the Agreement is hereby amended to modify the Services as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF LAKE FOREST

ALL CITY MANAGEMENT SERVICES, INC.

By: _____
Doug Cirbo
Mayor

DocuSigned by:
Brian Brooks
By: _____
449523600463481
Brian Brooks General Manager
City of Lake Forest
Chief Operating Officer

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Lisa Berglund
City Clerk

DocuSigned by:
Demetra Farwell
By: _____
9816181324E0486
Demetra Farwell, Director of
Human Resources
Secretary

APPROVED AS TO FORM:

DocuSigned by:
Matthew Richardson
By: _____
AEDF8B7C7B0D49D
Best Best & Krieger LLP
City Attorney

**ATTACHMENT "1" TO SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

Per the locations below, the City will compensate for up to a maximum of three (3) hours per guard when the crossing guard works the same location in both the morning and afternoon. Should the hours for the crossing guard services exceed the contractor must obtain prior approval from the City. Any changes to locations are at sole discretion of the City.

Crossing Guard locations for Saddleback Valley Unified School District:

1	Lunette/Torino Dr (South/East)
2	Rue de Fortuna/ Fascia Place (South/East)
3	Rue de Fortune / Bake Parkway (South/East morning, North/East afternoon)
4	Los Alisos / Rockfield (North/East)
5	Los Alisos / Muirlands (North/West)
6	Landsview/Rockfield (South/West)
7	Ridge Route/Serrano (North/West)
8	Ridge Route/Serrano (South/West)
9	Ridge Route/Trabuco Rd (South/West)
10	El Toro Dr / Northcrest Dr. (North/West)
11	Lake Forest Dr / Pittsford Dr (North/East morning & North/West afternoon)
12	Pittsford Dr / Charford Way (South/West)
13	Pittsford Dr / Northcrest (North/West)
14	Dune Mear / Rockfield (South/West)
15	El Rond / Ridge Route (North/East morning)
16	Fawn Ridge / Saddleback Ranch (South/East)
17	Fawn Ridge / Saddleback Ranch (North/East)
18	Pendleton / Saddleback (North/East morning & South/East afternoon)
19	Lake Forest Dr / Trabuco Rd (North/East morning & North/West afternoon)
20	Serrano Rd / Winding Way (North/East morning & school side afternoon)
21	Ridge Route / Jeromino (South/East afternoon)
22	Ridge Route / Jeromino (North/East)
23	IFOS/Rivendell (morning across from school)

**ATTACHMENT "2" TO SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**EXHIBIT "C"
COMPENSATION**

Consultant shall be paid the not-to-exceed sum of One Million Three Hundred Two Thousand One Hundred Fifty Dollars and Six Cents (\$1,302,150.06) according to the schedule set forth below:

ORIGINAL CONTRACT

School Year	Number of Site at No Early Release	Total Hours a Day	Number of Days a Year	Hourly Billing Rate	Total
2020-21	23	92	180	\$21.91	\$272,122.20
2021-22	23	92	180	\$23.62	\$293,360.40
2022-23	23	92	180	\$23.62	\$293,360.40
Total Original Agreement					\$858,843.00

FIRST AMENDMENT

School Year	Number of Site at No Early Release	Total Hours a Day	Number of Days a Year	Hourly Billing Rate	Total
2020-21	23	69	156	\$21.91	\$272,122.20
2020-21 (Mid-Day)	23	34.5	156	\$21.91	\$117,919.62
2021-22	23	92	180	\$23.62	\$293,360.40
2022-23	23	92	180	\$23.62	\$293,360.40
Total Cost at First Amendment					\$940,479.66

SECOND AMENDMENT

School Year	Number of Site at No Early Release	Total Hours a Day	Number of Days a Year	Hourly Billing Rate	Total
2023-24	23	69	180	\$29.12	\$361,670.40
Total Additional Cost Year 4					\$361,670.40
Total Cost at Second Amendment					\$1,302,150.06