REVISED AMENDMENT TO AGREEMENT FOR CAMPUS SECURITY COORDINATOR SERVICES BETWEEN THE CITY OF HAYWARD AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

THIS REVISED AMENDMENT No. 5 dated for convenience this 1st day of March 2018, to the AGREEMENT FOR CAMPUS SECURITY COORDINATOR SERVICES BETWEEN THE CITY OF HAYWARD AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT ("Agreement") dated July 1, 2014 as amended in the Revised Amendment No. 1 dated July 1st, 2015 and Revised Amendment No. 2 dated November 9, 2015, by and between the CITY OF HAYWARD, a municipal corporation of the State of California, hereinafter referred to as "CITY" and CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT"

RECITALS

WHEREAS, CITY and DISTRICT ("the Parties") entered into the Agreement dated July 1, 2014 for the purpose of providing campus security services to DISTRCIT by CITY;

WHEREAS, the Agreement was extended through December 31, 2015 pursuant to Revised Amendment No. 1 dated July 1st, 2015;

WHEREAS, the Agreement was extended through June 30, 2016 pursuant to Revised Amendment No. 2 dated November 9th, 2015;

WHEREAS, the Agreement was extended through June 30, 2017 pursuant to Revised Amendment No. 3 dated November 9th, 2016;

WHEREAS, the Agreement was extended through June 30, 2018 pursuant to Revised Amendment No. 4 dated June 6, 2017; and

WHEREAS, the DISTRICT wishes to continue the services provided by the CITY an additional year beyond the present term of the Agreement;

NOW, THEREFORE, CITY and DISTRICT agree as follows:

AMENDMENTS

I. <u>CONTRACT IMPLEMENTATION AND TERM is amended as follows:</u>

The date upon which the services provided pursuant to this contract shall begin is July 1, 2018, or such later date as mutually be agreed upon by the parties, *and shall continue through June 30, 2019*, unless extended by amendment or unless terminated earlier in accordance with the provisions herein contained.

The total compensation for this term shall be \$273,266.29. Monthly compensation shall

be \$22,772.19 per month. All other terms not modified herein shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day, month, and year set forth opposite their respective signatures. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT By Lorenzo Legaspi, Vice Chancellor Business Services Date APPROVED AS TO FORM: By District Legal Counsel Date By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

(Signatures continued on following page)

CITY OF HAYWARD A Municipal Corporation

By Kelly McAdoo City Manager

Chief of Police

3/12/10

APPROVED AS TO FORM:

Michael S. Lawson City Attorney

March 15, 2018 Date

ATTEST:

Miriam Lens

City Clerk

March 15, 2018

Date

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.