

**AMENDMENT TO THE
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
HAYWARD AND THE CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT
FOR COMMUNITY ENGAGEMENT AND OUTREACH IN SOUTH HAYWARD**

This Amendment, hereinafter referred to as “AMENDMENT”, to the AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND THE CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT FOR COMMUNITY ENGAGEMENT AND OUTREACH IN SOUTH HAYWARD, dated on _____, is entered into by and between the CITY OF HAYWARD, a municipal corporation (City), and THE CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT, a public body of the State of California (Contractor).

RECITALS:

WHEREAS, the parties desire to amend the aforesaid AGREEMENT to revise the term of the AGREEMENT to increase the compensation and scope;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter contained, the City and Consultant agrees as follows:

1. Section 1, Scope of Services, is amended to read as follows: Subject to the terms and conditions set forth in this agreement, Contractor shall provide to City the services described in Exhibits A, B, and E. Contractor shall provide said services at the time, place, and in the manner specified in Exhibits A, B, and E.
2. Section 2, Compensation, is amended to read as follows: City hereby agrees to pay Contractor three lump sums payable at the commencement or completion of the three Scopes of Work described in Exhibits A, B, and E. Total compensation for Contractor's services and expenses incurred pursuant to this agreement shall not exceed \$25,000 for the work described in Exhibit A, \$40,000 for the work described in Exhibit B, and \$22,000 for the work described in Exhibit E, for a total sum not to exceed \$87,000. Contractor shall provide all deliverables required in Exhibits A, B, and E at or before the time of invoicing for the respective lump sum amounts.
3. Section 5, Billings, is amended to read as follows: Contractor shall submit three bills to the City, one upon the completion of the work described in Exhibit A, one upon the completion of the work described in Exhibit B, and one upon the completion of the work described in Exhibit C. In no event shall Contractor submit any billing for an amount in excess of the maximum amount of compensation provided in section (2).
4. In all other respects, the terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant has executed this Amendment to the Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Amendment to the Agreement:

CONSULTANT

Dated _____

By _____

Its _____

CITY OF HAYWARD

Dated _____

By _____
City Manager

By _____
Fire Chief

Attest _____
City Clerk

Approved as to form:

City Attorney

Attachments: Exhibit E – Spring 2019 Scope of Work