

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

AMENDMENT NO. 13

The one-year Agreement for Campus Security Coordinator Services (“Agreement”) between the City of Hayward (“City”) and the Chabot-Las Positas Community College District (“District”) dated February 26, 1999, and subsequently extended by amendments annually from that period to the present, is hereby amended as follows:

1. The contract period set forth in paragraph 7 of the Agreement is hereby extended to the period July 1, 2010 through and including June 30, 2011.
2. The portion of the Scope of Service description set forth at paragraph 1(b) in the Agreement is amended by replacing the original section 1(b) in its entirety with the following revised section 1(b) which describes the scope of service:

(b) Personnel Recruitment, Training, Supervision and Evaluation Services.

The Consultant’s services will include, but not be limited to, recruiting, training, supervising, scheduling and assigning college security personnel as well as conducting their performance evaluations. The Consultant will provide for staff training in weaponless defense and chemical agents, and he/she will provide for response to and investigation of campus violations, accidents, and incidents.

3. Compensation and Benefits:

The compensation fee set forth in paragraph 2 of the Agreement to be paid by the District to the City for the Contract Period July 1, 2010 through and including June 30, 2011 is amended to be the total amount of \$222,754 for the Contract Period, which amount is set in accordance with the following:

- A. Full-time services (40 hours per week) to the District for a Police Sergeant (“Consultant”) from the Hayward Police Department (“Department”): The sum of \$18,563 per month for July 1, 2010 through June 30, 2011, based on an annual salary and benefits rate of \$222,754 for a police sergeant. This amount is based on the July 1, 2004 through June 30, 2008 Memorandum of Understanding between the City of Hayward and the Hayward Police Officer’s Association, as extended through June 30, 2015.

4. Maintaining Records:

The Agreement is hereby amended to add this paragraph.

The Hayward Police Department will maintain records of services provided ("Records"), and the Records will be maintained in the campus office of the Sergeant assigned to the Chabot College Campus ("Campus"). Such Records shall consist of the Agreement as hereby amended, monthly statistics maintained by the Sergeant and other Campus employees working in the Campus' Department of Safety and Security ("Campus DSS") relating to all incidents handled by the Sergeant and/or the Campus DSS at a District facility, and any other documents or records relating to the services provided under this Agreement. All Records shall be made available to the Chancellor or Chancellor's designee upon request.

5. Control and Jurisdiction: The Agreement is hereby amended to add this paragraph.

The Police Sergeant will remain under the direction and control of the Hayward Police Department at all times. The Chief may replace the Sergeant at any time after consulting with the Chancellor. If the Sergeant is accused of misconduct (e.g. violation of law or breach of City or District policies or rules), the District's Chancellor or his/her designee and the City's Chief of Police will consult on how the matter is to be handled, with ultimate authority resting with the Chief. The District understands that, at times, the Police Sergeant will be required to attend mandatory training classes away from the Chabot College Campus as well as attend mandatory meetings at the Hayward Police Department. These meetings and the training are essential for the Sergeant to keep current with California Peace Officers Standards and Training ("POST") requirements and with Police Department training standards. Emergency requests for police services shall be made by calling Hayward Police Department Communications at 911. Non-Emergency requests for police services will be provided by calling Hayward Police Department Communications at (510) 293-7000, or may be made via the police Sergeant in certain situations.

6. Facilities and Equipment: The Agreement is hereby amended to add this paragraph.

The Chabot-Las Positas Community College District shall provide office space, communications equipment and other supplies/equipment as needed for the Police Sergeant to communicate with his/her subordinates and for the completion of administrative functions. This is to maximize the time that the Police Sergeant spends on campus.

7. District Policies, Rules and Procedures: The Agreement is hereby amended to add this paragraph.

The Sergeant will follow, abide by, be subject to, and enforce all District policies, rules and procedures.

8. Satisfactory "Fit" of Sergeant in Campus Community: The Agreement is hereby amended to add this paragraph.

The parties hereto acknowledge and agree that the Campus is a unique environment with special needs. Meeting those needs requires a "good fit" between the particular


individual who fills the role of Sergeant and the Campus community. If the Campus leadership believes that there is not a "good fit," such matter will be referred to the College President for review. If the College President concurs, the College President or the College President's designee will discuss the matter with the Chief. In the event that, after such consultation, the College President or the College President's designee determines that the desired "good fit" has not been achieved, the City agrees that the Chief will comply with a written request by the College President or the College President's designee to assign a different individual to serve as Sergeant for the remainder of the Contract Period.

This Amendment supersedes all previous amendments to the Agreement; all other terms and conditions of the Agreement remain unchanged and in full effect.

In witness whereof, the parties hereto, by and through their representative duly authorized to act, have executed this agreement.

CITY OF HAYWARD

CHABOT-LAS POSITAS COMMUNITY COLLEGE

By: 
Ron Ace
Chief of Police

By: _____
Lorenzo Legaspi
Vice Chancellor, Business Services

Date: 8-9-2010

Date: _____

APPROVED AS TO FORM:

By _____
Michael S. Lawson
City Attorney