

**REVISED AMENDMENT No. 2 TO AGREEMENT FOR CAMPUS SECURITY  
COORDINATOR SERVICES BETWEEN THE CITY OF HAYWARD AND  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

THIS REVISED AMENDMENT No. 2 dated for convenience this 9th day of November 2015, 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, 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 DISTRICT by CITY;

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

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

WHEREAS, for the efficient and effective staffing of the services contemplated under the Agreement, the CITY must plan at least six months in advance;

WHEREAS, a right to terminate the Agreement upon 30 days' notice is incompatible with the CITY'S staffing requirements, and

NOW, THEREFORE, CITY and DISTRICT agree as follows:

AMENDMENTS

I. CONTRACT IMPLEMENTATION AND TERM is amended as follows:

The date upon which the services provided pursuant to this contract shall begin is July 1, 2014, or such later date as mutually be agreed upon by the parties, *and shall continue through June 30, 2016*, unless extended by amendment or unless terminated earlier in accordance with the provisions herein contained.

The total compensation for this term shall be \$132,022.95. Monthly compensation shall be \$22,003.82 per month.

J. TERMINATION is amended as follows:

This agreement may only be terminated by the CITY, without cause, upon 30 days' written notice to the DISTRICT. Due to the staffing burden which would be created, the DISTRICT shall not terminate this agreement prior to the end of the term. If the DISTRICT wishes to extend the term of this agreement, the DISTRICT shall notify the CITY a minimum of 60 days before the end of the subject term.

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

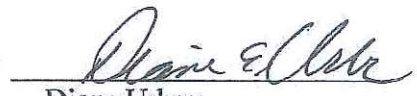
By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

(Signatures continued on following page)

CITY OF HAYWARD  
A Municipal Corporation

By   
\_\_\_\_\_  
Frances David  
City Manager

11/10/2015  
Date

By   
\_\_\_\_\_  
Diane Urban  
Chief of Police

11-10-15  
Date

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
Michael S. Lawson  
City Attorney

11/10/15  
Date

ATTEST:

By   
\_\_\_\_\_  
Miriam Lens  
City Clerk

November 13, 2015  
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.