

**REVISED AMENDMENT NO. 3 TO AGREEMENT FOR CAMPUS SECURITY
COORDINATOR SERVICES BETWEEN THE CITY OF HAYWARD AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

THIS REVISED AMENDMENT No. 3 dated for convenience this 17th day of March 2016, 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 DISTRICT 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; 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. CONTRACT IMPLEMENTATION AND TERM is amended as follows:

The date upon which the services provided pursuant to this contract shall begin is July 1, 2016, or such later date as mutually be agreed upon by the parties, *and shall continue through June 30, 2017*, unless extended by amendment or unless terminated earlier in accordance with the provisions herein contained.

The total compensation for this term shall be \$270,639.96. Monthly compensation shall be \$22,553.33 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 _____
Frances David
City Manager

Date

By _____
Diane Urban
Chief of Police

Date

APPROVED AS TO FORM:

By _____
Michael S. Lawson
City Attorney

Date

ATTEST:

By _____
Miriam Lens
City Clerk

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.

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

THIS AGREEMENT is dated for convenience this 1st day of July 2014, by and between the CITY OF HAYWARD, Hayward, California, a municipal corporation (hereinafter referred to as CITY) and CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (hereinafter referred to as DISTRICT).

WHEREAS, DISTRICT seeks to maintain an efficient and effective campus security program on its Chabot College campus (hereinafter referred to as "Chabot" or "College"); and

WHEREAS, Hayward Police Department possesses the skills, knowledge, and expertise to perform the services described herein with respect to the Chabot campus security and safety program; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on police services; the criminal justice system; gang intervention and prevention; truancy; and tobacco, alcohol, and drug abuse prevention.

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

A. SCOPE OF SERVICE

CITY shall provide the full-time services of one sworn officer employed by the Hayward Police Department as a Police Sergeant (hereinafter referred to as "Consultant") to serve as a full-time consultant to the College President or his/her designee (hereinafter referred to as "College President") in matters related to the daily operations of the College's Department of Safety and Security. The services provided include:

1. Review current Campus Security Operations and Advance Proposals for the Program's Permanent Improvement. Review the current status of operations of the College's Department of Safety and Security (hereinafter "Security Department") and advise and recommend improvements or new operational approaches;
2. Personnel Training and Recruitment Support Services. Advise and assist in matters relating to training, supervision, scheduling, assigning, and performance evaluation and the recruitment of College security personnel; assist with staff training in weaponless defense and chemical agents; assist with response to and investigation of campus violations, accidents, and incidents;

3. Coordination Support Services. Coordinate and instruct on the delivery of Security Department readiness and responses to public safety and security concerns or incidents on the College campus; advise and instruct College security personnel on all Security Department investigations, campus safety and security programs; assist with preparation of reports, including crime statistics reports.

The Consultant shall provide the services specified herein subject to, and in accordance with Hayward Police Department rules, policies, orders, procedures and regulations, and shall equip him/her with essential Hayward Police Department law enforcement and safety gear accordingly. The Consultant shall report on the delivery, progress and impact of his/her services regularly to the College President.

The parties intend that Consultant shall not access, divulge or disclose confidential student and employee records and information unless such access and/or disclosure is in compliance with applicable law, including Education Code Sections §§ 76210 through 76243, inclusive, as may be amended from time to time.

Unless Authorized in writing by the Chabot President, Consultant and City shall not divulge any information, either gained or created by it in the course of providing services hereunder, to another, but shall treat all such information confidentially and as if it constituted proprietary secrets. The parties do not intend this confidentiality requirement to prohibit Consultant from reporting crime related information to an appropriate law enforcement agency where such reporting is specifically authorized and consistent with law. The parties also do not intend this requirement to prohibit disclosure of information to the extent such disclosure may be required by state or Federal law or pursuant to a court order.

B. COMPENSATION

The compensation fee for the term of this agreement is \$244,122.00, to provide compensation for the following:

1. Police Sergeant -- The sum of \$20,343.50 per month for July 1, 2014 through June 30, 2015, based on annual salary and benefits rate of \$244,122.00 for a police sergeant. This amount is based on the Memorandum of Understanding between the City of Hayward and the Hayward Police Officer's Association, which became effective on May 8, 2008.

The compensation fee is subject to deduction for interruption of full-time consultant services in any given month or to the extent the sum total provision of the Consultant's services falls short of the measure of full time services due to any given month. Each monthly installment shall be due on the 15th day of the calendar month following services rendered for the prior month.

It is expressly agreed to and understood by the parties that full-time consultant services shall mean no less than 40 hours per week, wherein Consultant shall maintain a reasonably flexible weekly schedule to accommodate campus security needs and to deliver presentations as may be reasonably requested by the Chabot President.

C. CONTROL AND JURISDICTION

It is expressly understood and agreed by both parties that the Consultant, while engaged in, carrying out, and complying with any of the terms and conditions of this agreement, is an employee of the City and not the District and will remain under the direction and control of the Hayward Police Department at all times. It is further expressly understood and agreed by both parties that the non-sworn security officers in the Department of Safety and Security are employees of the District and not of the City. 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) 293-5073, or may be made via the Consultant in certain situations.

D. MAINTAINING RECORDS

The Hayward Police Department will maintain records of services provided and those records will be maintained in the office of the Sergeant assigned to the Chabot College Campus. Such records consist of this MOU, monthly statistics maintained by the Police Sergeant and any other staff working in the Department of Safety and Security relating to all incidents handled at a Chabot-Las Positas Community College facility, and any other document or record, which relates to any language contained in this MOU. Documents deemed non-proprietary to the Hayward Police Department shall be made available to the Chabot-Las Positas Community College District.

E. FACILITIES AND EQUIPMENT

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

F. INDEMNIFICATION

City shall defend and indemnify District, its officers, agents, and employees

against any claim of liability for injury or damage caused by a negligent or intentional act or omission of the City or City's employees or agents in the performance of this agreement and shall hold District harmless from any loss, damage, or harm, including attorney's fees, occasioned as a result of the performance of this agreement by the City, including City's employees or agents.

District shall defend and indemnify City, its officers, agents, and employees against any claim of liability for injury or damage caused by a negligent or intentional act or omission of the District or District's employees or agents in the performance of this agreement and shall hold City harmless from any loss, damage, or harm, including attorney's fees, occasioned as a result of the performance of this agreement by the District, including District's employees or agents.

However, no provision of this agreement or performance or nonperformance occasioned as a result of this agreement shall make City's agents or employees the agents or employees of the District, and vice-versa.

G. I N S U R A N C E

1. Workers' Compensation Insurance:

City shall maintain Workers' Compensation Insurance for any of its employees it shall employ in the capacity of Consultant under this agreement, though in so doing, City waives no rights of subrogation against District to the extent District causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein.

District shall maintain Workers' Compensation Insurance for any of its employees it shall employ in the Security Department, though in so doing, District waives no rights of subrogation against City to the extent City causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein.

2. Commercial General Liability Insurance:

District shall provide City with proof of its commercial general liability insurance coverage with a current maximum limit of \$1,000,000, subject to any self-insured retention and/or deductibles. District shall provide City 10 days' prior written notice of any change either in the current amounts of District's insurance limits or applicable self-insured retentions and/or deductibles.

City shall provide District with proof of its commercial general liability insurance coverage with a current maximum limit of \$5,000,000, subject to any self-insured retention and/or deductibles. City shall provide District 10 days' prior written notice of any change either in the current amounts of City's insurance limits or applicable self-insured retentions and/or deductibles.

H. ASSIGNMENT OF CONTRACT PROHIBITED:
NONDELEGABILITY TO NONPARTY

Nothing contained in this agreement shall be construed to permit any party hereto to assign or transfer any rights under this Agreement, nor shall any party be permitted to delegate any duties or responsibilities arising hereunder to another entity, person or party not in direct privity with this agreement, and any such assignment, transfer or delegation is expressly prohibited and void unless otherwise approved in writing by the parties to this agreement.

I. CONTRACT IMPLEMENTATION AND TERM

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 for the term of 12 consecutive calendar months (one year), unless extended by amendment or unless terminated earlier in accordance with the provisions herein contained.

This agreement may be extended annually, as is or with such changes or modifications as the parties may agree, subject to a written amendment to that effect, signed by the parties and attached hereto.

J. TERMINATION

This agreement may be terminated by either party, without cause, upon 30 days' written notice to the other party.

K. RESERVATION OF RIGHTS

The parties agree that the City's promises to observe student privacy rights and to maintain confidentiality of information arising hereunder, as such promises are specified herein, shall survive the termination of this agreement. To the extent allowed by law, District reserves its full rights to enforce such promises of confidentiality, including the recovery of damages, plus related costs and attorney fees, resulting from any breach of said

promises, regardless of whether breach and/or resulting damages occurs either during the term of this agreement or following termination of this agreement.

L. NOTICES

Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To the District: Vice President of Business Services
Chabot College
25555 Hesperian Boulevard
Hayward, CA. 94545

To the City: City Manager
777 "B" Street
Hayward, CA. 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered two business days after having been deposited in the United States mail.

M. AMENDMENT

This agreement is not subject to change, modification, or amendment, except by a writing executed by both District and City, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

N. WAIVER

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

O. CONTROLLING LAW

This agreement and all matters relating to it shall be governed by the laws of the State of California.

P. WHOLE AGREEMENT

This agreement, consisting of seven (7) pages, constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the CITY and DISTRICT have caused the Agreement to be signed on their behalf by duly authorized representatives on the dates set forth below.

CITY:

By: _____

Fran David
City Manager

3/3/2015
Date

By: _____

Diane E. Urban
Chief of Police

2/17/15
Date

Approved as to form:

By: _____

City Attorney

2/5/15
Date

Attest:

Miriam Lens
City Clerk

3/5/2015
Date

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT:

By: _____

Lorenzo Legaspi
Vice Chancellor, Business Services

1.26.15
Date