

**TECHNICAL SERVICES AGREEMENT
Number LRB- Las Positas College
Modification No. 01**

This Agreement Modification is entered into as of February 20, 2019 by and between Raytheon Professional Services LLC ("RPS" or "Buyer") and Chabot-Las Positas Community College District, Las Positas College ("Las Positas College" or "Seller").

The purpose of this Agreement Modification is to 1) incorporate revisions to Paragraphs noted below 2) change the end date of the Term of Agreement from December 31, 2018 to December 31, 2021, and 3) incorporate a revised Attachment B and updated Statement of Requirements dated February 20, 2019.

Upon execution of the parties below, Paragraph 1 of the original Agreement is hereby modified to read:

1. **SCOPE OF WORK (SOW)**. This Agreement is not a Purchase Order and does not authorize Seller to provide any services. This agreement set forth outlines that the seller is a contractor/subcontractor which will provide said set services for RPS as outlined in prior agreed upon attachments. Services shall be authorized only via an approved RPS Purchase Order. Once an authorized Purchase Order has been issued, Seller shall provide services in accordance with the incorporated Statement of Work.

Upon execution of the parties below, Paragraph 2 of the original Agreement are hereby modified to read:

2. **TERM OF AGREEMENT**. This Agreement is intended to be a master set of terms and conditions between RPS and Seller. The term of this Agreement shall be from January 1, 2014 to December 31, 2021, on an-as needed basis, at an amount not to exceed the authorized RPS Purchase Order value(s). Seller's services are retained on an as-needed basis and while the Seller designated in paragraph 1 above may provide labor projections for a given project. These projections shall in no way constitute a binding agreement and may be increased or decreased at any time.

Upon execution of the parties below, Paragraph 10 of the original Agreement is hereby modified to read:

10. **SELLER PERSONNEL**. Seller hereby agrees to submit to the RPS representative set forth in the applicable SOW, the names, resumes, and other pertinent information requested by RPS prior to utilization of any personnel by Seller. RPS reserves the right to request the replacement of any of the Seller's personnel assigned to perform services under this Agreement and Seller shall immediately remove such personnel and secure replacement(s) acceptable to RPS if it does not violate any provisions of the seller personnel rules and regulations pertaining to the rights vested and or removal of employees to include any applicable California State Education and labor Code.

Upon execution of the parties below, Paragraph 13 of the original Agreement is hereby modified to read:

13. **INDEPENDENT CONTRACTOR**. It is understood and agreed that Seller shall be acting as an independent contractor who provides or renders technical training services as agreed upon by Seller and RPS and not as an agent or employee of RPS. This Agreement is not intended by the Parties to create an employment or business relationship of any kind, other than a prime/subcontractor arrangement, and the rights and obligations of the Parties shall be

only those expressly set forth herein. Neither Party shall have the authority to bind the other except to the extent expressly authorized herein.

Upon execution of the parties below, Paragraph 14.2 of the original Agreement is hereby modified to read:

14.2 Additionally, this Agreement may be terminated for convenience by either party with 30 days written notice. The terms of this Agreement shall survive any such termination. In the event of termination of this Agreement, RPS's sole obligation, except for those provided in Section 16.3, shall be to pay Seller for any authorized work performed and authorized expenses incurred through the date of the termination, subject to the not-to-exceed amount set forth in the related RPS Purchase Order(s). Such payment shall be subject to the return of any RPS Supplies and Equipment, as stated in Paragraph 5 of this Agreement. This Paragraph shall not be deemed to waive, prejudice, or diminish any rights which RPS or Seller may have at law or in equity for an unlawful termination or other breach of this Agreement by the other party.

Upon execution of the parties below, Paragraph 15 of the original Agreement is hereby modified to read:

15. ACCESS TO RPS. Seller agrees that all its personnel who, pursuant to this purchase order, will be on RPS's premises shall have appropriate authorization issued by RPS's Security Office prior to receiving access to RPS's premises providing that it does not violate any provisions of the sellers facility rental agreement policies, title 5, or any other security related issues pertaining to Sellers safety and security. Seller reserves the right to inspect any of its facility and or maintain its facility and will consult with RPS as needed. RPS will furnish the necessary security forms and Seller shall secure their execution and return to RPS's Security Office at least twenty-four (24) hours prior to the desired access. Access may be limited to RPS normal hours of operations (excluding holidays and shutdowns periods, if any). Seller badges will be issued to authorized personnel in accordance with Seller satisfying the requirements specified in Attachment "D" to this Agreement. RPS may limit or deny access to any other Seller representatives. Seller's use and access to any applicable facility shall be subject to all RPS's security, traffic, smoke free environment restrictions, as well as any other RPS rules and regulations, and any and all other reasonable restrictions which RPS may impose from time to time. Denial of access because of failure to comply with RPS's security procedures shall not be the basis of a claim for breach, nor substantiate any other claim whatsoever by the Seller.

Upon execution of the parties below, Paragraph 17.4 of the original Agreement is hereby modified to read:

17.4 **GOVERNING LAW.** The validity, performance, and construction of this Agreement shall be governed by the laws of the State of California, excluding conflicts of laws' provisions.

Upon execution of the parties below, Attachment B of the original Agreement is hereby modified to read:

ATTACHMENT "B" – RATES & COMPENSATION

	2019	2020	2021
Instructor Rate	\$700.00	\$721.00	\$743.00
Facility Rate	\$170.00	\$190.00	\$210.00

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN UNCHANGED, AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

RAYTHEON PROFESSIONAL SERVICES LLC

Chabot-Las Positas Community College District

By: _____

By: _____

Name: Loriann R. Barrand

Name: Ronald P. Gerhard

Title: Supply Chain Manager

Title: Vice Chancellor, Business Services

Date:

Date: