



SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and B. Chabot-Las Positas Community College District – Chabot College (“Contractor”), with respect to that certain agreement entered by them on January 8, 2020 and that certain First (December 20, 2021) Amendment to Contract (collectively referred to herein as the “Contract”), pursuant to which Contractor provides higher education services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on December 31, 2022. As of the Effective Date, the term of the Agreement is extended through December 31, 2023.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed One Hundred Thousand dollars (\$100,000). As a result of these additional services the not to exceed amount has increased from Two Hundred Thousand dollars (\$200,000) to Three Hundred Thousand dollars (\$300,000) over the term of the Agreement and any amendments.
4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$300,000.
5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total amount of \$300,000. This cost includes all taxes and all other charges.

6. Attached hereto is Exhibit D-2, a current Debarment and Suspension Certificate executed by Contractor.
7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

CHABOT COLLEGE

By: _____
Signature

By: _____
Signature

Name: Detra Dillon
(Printed)

Name: Jonah R. Nicholas
(Printed)

Title: Procurement Administrator

Title: Vice Chancellor, Business Services

Date: _____

Date: _____

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



EXHIBIT D-2

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: Chabot College

PRINCIPAL: Jonah R. Nicholas TITLE: Vice Chancellor, Business Services

SIGNATURE: _____ DATE: _____