

AMENDMENT TO AGREEMENT

PARTIES

This [SECOND] Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Dannis Woliver Kelley (DWK) ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated July 1, 2013, for services related to Legal Services for Measure G and Measure Q Bonds ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide continuing legal services the fiscal year 2014/15.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section Additional Services is added to the Agreement to read:
Except as hereinafter provided, College agrees to pay Attorney additional services in the amount of One Hundred Thousand Dollars (\$100,000) to provide continuing legal services for the fiscal year 2014/15. Hourly rates for all identified legal services personnel of DWK in the contract remain unchanged.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than July 1, 2015, subject to further extension by agreement of the parties.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 20__

Dated: _____, 20__

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: SUPERINTENDENT – PRESIDENT

Print Title: _____