

## **AMENDMENT TO AGREEMENT**

### **PARTIES**

This first Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Dutra Cerro Graden, Inc. ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated December 18<sup>th</sup>, 2013, to provide Real Estate Planning Services ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide additional real estate services for the purchase of the Northgate property in Vallejo, CA.

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 Dutra Cerro Graden, Inc. for additional services in the amount of One Hundred Six-Thousand Two Hundred Twenty-Three Dollars and no cents (\$106,223.00) to provide real estate planning, negotiation, coordination of due diligence and other services as required for the purchase of the "Northgate Marketplace" property in Vallejo, CA. The "due diligence" scope of work will be provided by qualified and appropriately licensed engineers and testing agencies.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than January 31, 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 is contingent upon the successful closing of the Northgate Marketplace transaction. If the transaction does not successfully close, compensation to Dutro Cerra Graden, Inc. is limited to the amount paid to consultants for due diligence, not to exceed **\$ 19,500.00**.
5. 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\_\_

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_

Name: JOWEL C. LAGUERRE, Ph.D.

Title: SUPERINTENDENT-PRESIDENT

Dated: \_\_\_\_\_, 20\_\_

**DUTRO CERRA GRADEN, Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_