

## **AMENDMENT TO AGREEMENT**

### **PARTIES**

This [FIRST] Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Utelogy Corporation ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated July 16<sup>th</sup>, 2014, to provide project management and coordination services in support of SMART classrooms deployment ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide additional project management and coordination services in support of SMART classrooms deployment.

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 Utelogy Corporation additional services in the amount of Seven Thousand Five Hundred and Zero Dollars (\$7,500.00) to provide additional project management and coordination services in support of SMART classrooms deployment.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than December 31, 2014, 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**

**UTOLOGY CORPORATION**

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

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

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

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

Print Title: SUPERINTENDENT – PRESIDENT

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