

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT WITH DANNIS WOLIVER
KELLEY (DWK), LEGAL SERVICES AND
CONSTRUCTION ATTORNEYS FOR MEASURE G AND
MEASURE Q BONDS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested to amend the previously approved agreement with DWK for construction counsel related to Measure G and Measure Q Bonds. Services will include legal services in all construction related matters, including, but limited to: real estate purchase and lease agreements, public contract code interpretation, contract review and development, negotiation and representation in meetings as necessary and other matters related to execution of Measure G and Measure Q Bonds.

This contract amendment is to provide continuing legal services for the fiscal year 2015/2016.

The Board is asked to approve a contract amendment to DWK in the amount not to exceed of \$98,000.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Ensure compliance with Regulations

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$95,000 Measure Q Funds \$3,000 Measure G Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Thomas Beckett
Interim, Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

September 4, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Stan R. Arterberry
Interim Superintendent-President

September 4, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT TO AGREEMENT

PARTIES

This [THIRD] 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 2015/16.

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 not to exceed Ninety-Eight Thousand Dollars (\$98,000) to provide continuing legal services for the fiscal year 2015/16. 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, 2016, 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: STAN R. ARTERBERRY

Print Name: _____

Print Title: INTERIM SUPERINTENDENT -
PRESIDENT

Print Title: _____