

## **AMENDMENT # 3 TO AGREEMENT**

### **PARTIES**

This **Third Amendment** to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **The Scion Group** ("Consultant"), collectively the "Parties".

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 16, 2021 for **Housing Consulting Services** ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to incorporate additional consulting services and extend the services being performed through June 30, 2022 via Amendment #1 dated December 15, 2021; and

WHEREAS, District and Consultant agreed that additional time was required to complete the consulting services being performed through December 31, 2022 via Amendment #2 dated June 15, 2022;

WHEREAS, District and Consultant agree that Phase III services shall be added into the scope of services and the contract duration be extended to accommodate the inclusion of these Phase III services;

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

### **AGREEMENT**

1. Article 1 shall be revised to read:

The Consultant shall provide housing consulting services as further described in Exhibit "A", attached hereto and incorporated herein by this reference ("Services"). These Service listed in this Amendment #3 Exhibit "A" are in additional to all other Services previously incorporated herein through the original Agreement and subsequent Amendments.

2. Article 2 shall be revised to read:

Consultant shall commence providing services under this Agreement on the 16<sup>th</sup> day of June, 2021 and will diligently perform as required and complete performance by the 31<sup>st</sup> of December, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Article 4 (Compensation) shall be revised to read:

District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Three Hundred Forty-Four, Two Hundred Fifteen Dollars and Zero Cents (\$344,215.00)**. District shall pay Consultant according to the following terms and conditions:

Article 4.1 shall be revised to read:

Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1.	Phase 1: Assessment	\$ 41,715.00
4.1.2.	Phase 2: Feasibility Analysis	\$ 28,500.00
4.1.3.	Phase 3: P3 Partner Procurement and Engagement	\$ 274,000.00

4. Article 24 shall be revised to read:

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**  
4000 Suisun Valley Road  
Fairfield, California 94534  
ATTN: Priscilla Meckley, Kitchell CEM

**Consultant:**

**The Scion Group**  
19800 MacArthur Boulevard, Suite 300  
Irvine, California 92612  
ATTN: Jay Pearlman, Senior Vice President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5. 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).
6. 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.

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

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**THE SCION GROUP**

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

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

Print Name: Lucky Lofton

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

Print Title: VP, Facilities and Executive  
Bonds Manager

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

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**Exhibit "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement.

The Consultant's Scope of Work for Phase III (P3 Partner Procurement and Engagement) includes, but is not limited to:

1. Student Housing Program Refinement

In anticipation of pursuing either SB169 or RLF funding, Scion shall refine the last Phase II program to tailor it to the financial ranking metrics recently identified by the Chancellor's Office. Scion shall present both 100% SB169-funded scenarios as well as partial and 100% P3 options for consideration. Upon District approval, Scion shall support the development of communications for soliciting approval for the submission of an SB169 application in the FY 2024 round and/or the procurement of a P3 partner from the Governing Board.

2. Coordination of SB 169 Grant Application(s)

Scion shall work with the bond program manager and District staff on all necessary materials in support of an SB169 grant application. This shall include working with an architect (retained by the District) on determining the siting, design, and costing of the proposed project, as well as any other professionals retained by the District to conduct needed due diligence such as CEQA, Phase I, Geotechnical reports, or any other reports deemed necessary by the bond program manager and District staff. Exclusion: Scion scope does not include completing the FUSION forms that are expected to be required by the Chancellor's Office for the grant application submission.

3. P3 Development Partner Procurement

Should the District pursue P3 development, with or without SB169 funding, Scion shall provide procurement support services to empower and facilitate development partner selection. These services shall include:

- a) Drafting the RFQ and/or RFP;
- b) Creating the evaluation matrices for one or both document;
- c) Conducting a pre-proposal conference;
- d) Guiding the selection committee through the evaluations;
- e) Supporting the development of a short-list;
- f) Conducting interactive working sessions with short-listed firms;
- g) Review of all response materials and analysis of responses;
- h) Support during selection committee deliberations; and
- i) Negotiation of pre-development agreement.

4. P3 Closing Document Negotiation/Transaction Support

Upon selection of a partner, which usually includes a developer, a general contractor, and an architect, Scion shall support the development of all necessary project agreements, most likely a ground lease and a cooperation agreement. In addition, Scion shall support the procurement of an investment banker and a project owner, both key partners that Scion recommends selecting after identifying the initial responses to create additional value and exert control over its project team. Scion shall support the District through financial closing. In California community colleges, because of the need for DSA approval, this process takes a minimum of 12 months. If SB169 or RLF funding is involved, this process may take longer.

Services listed in Exhibit "A" within the original Agreement remain unchanged except as amended within Amendments #1 and #2.

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