

**CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: GEOTECHNICAL ENGINEERING SERVICES 2023-2026

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GeoPacifica, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated June 21, 2023, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, CITY and CONSULTANT entered into Amendment 1 to the Agreement on June 26, 2024 ("Amendment 1");

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the not-to-exceed total contract price.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 8, COMPENSATION, is hereby amended to provide that the total compensation for all work performed in accordance with this amendment shall not exceed \$40,000, and for total compensation under the Agreement not to exceed \$540,000.
2. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

AMENDMENT 2: GEOTECHNICAL ENGINEERING SERVICES 2023-2026

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

GeoPacifica, Inc.

By: James F. Kurth - Vice-President
Name/Title

Date: 5/2/25

By: _____
Name/Title

Date: _____

32-0207383
Employer ID No.

CITY OF OCEANSIDE

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

SEE ATTACHED ACKNOWLEDGEMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On May 2, 2025 before me, Amy Salvato Notary public
(insert name and title of the officer)

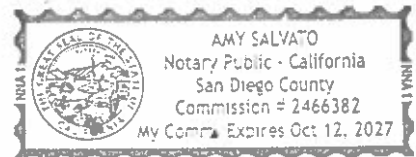
personally appeared James Knowlton
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Amy Salvato (Seal)



CERTIFICATE OF SECRETARY
AS TO
CORPORATE RESOLUTION

I, Carolyn Batiste, Secretary of Geopacifica, Inc., a corporation organized under the state of California, do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and bylaws of said Corporation on the 1st day of May, 2025.

RESOLVED that James F. Knowlton, Vice- President

Is hereby authorized and directed to sign a Professional Services Agreement with the City of Oceanside, on behalf of, and in the name of Geopacifica, Inc. in any manner and on such terms as she may deem advisable.

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such loan or purchase agreements and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they have received written notice from the Corporation of any such change or termination.

I hereby certify that said resolution has not been amended or revoked and is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my name as Secretary, this 1st day of May, 2025



Carolyn Batiste
President/Secretary