

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

**PROJECT: Citywide Shopping Cart Retrieval Services**

THIS AMENDMENT 1 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 CART RETRIEVAL, INC., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated September 27, 2023, hereinafter referred to as the "Agreement," wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes to the terms of the agreement.

**AMENDMENT**

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

1. **Renewal Option.** City may offer to renew the Agreement for two (2) additional consecutive one (1) year terms upon the same terms and conditions, provided CONSULTANT at the end of each Agreement term is not in default of the Agreement.
2. Section 6, **COMPENSATION**, is hereby amended to add the following: CONSULTANT'S compensation can be up to \$50,000.00 for each renewable year.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

## CITYWIDE SHOPPING CART RETRIEVAL SERVICES

**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.

CART RETRIEVAL, INC.

By: \_\_\_\_\_  
Jesse Astorga, Chief Executive Officer

\_\_\_\_\_  
81-3612722  
Employer ID No.

CITY OF OCEANSIDE

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**