

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: BIOLOGICAL-HAZARD WASTE CLEAN UP SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated May 14, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Amoranto Family LLC dba Bio-One of Oceanside, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated July 1, 2024, 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 and/or modifications to the terms of the agreement.

AMENDMENT

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

1. Section 7, COMPENSATION, is hereby amended by adding Renewal Option language as follows: City may offer to renew the Agreement for four (4) additional consecutive one-year terms upon the same terms and conditions, except compensation, provided CONSULTANT at the end of each Agreement term is not in default of the Agreement.

- 7.1 Compensation Adjustment Computation. Any term renewal compensation under the AGREEMENT shall be computed in accordance with the following definitions and formulas:

Definitions:

Initial Compensation: The initial compensation at the commencement of the AGREEMENT.

Existing Compensation: The existing compensation shall be the compensation in effect on the date proceeding the term renewal date.

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Percent change in the CPI: The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding 12-month period from January 1 through December 31, 2024 for the first-year renewal, January 1 through December 31, 2025 for the second-year renewal, and January 1 through December 31, 2026 for the third-year renewal, and January 1 through December 31, 2027 for the fourth-year renewal.

Rent Adjustment Formulas:

First Adjustment: Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: $\$122,000 + (\$122,000 \times 2.5\%) = \$125,050$

Subsequent Adjustments: Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

- 7.2 Compensation Adjustment Index. The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONSULTANT. If the parties cannot agree within 60 days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

- 7.3 Notice of Intent to Renew. CITY shall notify CONSULTANT, in writing, with a "Notice of Intent to Exercise the Option to Renew" not sooner than 180 days and not later than 90 days prior to expiration of the termination date of the AGREEMENT
- 7.4 Notice of Renewal Upon receipt of CITY's Notice of Intent to Exercise the Option to Renew, CONSULTANT shall respond to CITY, in writing, within 60 days of receipt of said Notice of Intent. Failure of the CONSULTANT to so respond shall be construed as an intention to NOT renew the

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AGREEMENT for the option term.

2. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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.

Amoranto Family LLC dba Bio-One of Oceanside

CITY OF OCEANSIDE

By: 
Armand Amoranto/Owner

By: _____
Jonathan Borrego, City Manager

Date: May 14, 2025

Date: _____

APPROVED AS TO FORM:

05-0593285
Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 14, 2025 before me, Dori D. Harris, Notary Public,
(Here insert name and title of the officer)

personally appeared Armand G. Amorante

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.

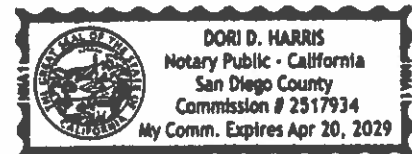
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dori D. Harris

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside Amendment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 5/14/25

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document