

CITY OF OCEANSIDE

AMENDMENT TO
AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR ARCHITECTURAL DESIGN FEES FOR THE CONVERSION OF
OLD FIRE STATION NO. 1

THIS AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF COSTS (hereinafter "Amendment"), dated March __, 2026 for identification purposes, is made and entered into by and between the City of Oceanside, a municipal corporation, hereinafter designated as "City," and the Oceanside Museum of Art, Inc., a California non-profit corporation, hereinafter designated as "Museum."

RECITALS

WHEREAS, City and Museum are the parties to that certain Agreement for Reimbursement of Costs for Architectural Design Fees for the Conversion of Old Fire Station No. 1 dated June 5, 2024, hereinafter referred to as the "Agreement," wherein the City agreed to reimburse the Museum up to \$600,000 (the "Committed Sum") for architectural design fees incurred in connection with the Museum's expansion into the historic Old Fire Station No. 1 building as set forth therein;

WHEREAS, the Museum has requested that the Committed Sum be provided as an advance as well as reimbursement; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications with respect to the disbursement of the Committed Sum.

AMENDMENT

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

1. Section 2, Reimbursement and Cost Sharing, is hereby amended to read as follows:

"2. **COST SHARING.** The City agrees to advance or reimburse to the Museum an amount not to exceed \$600,000 for the actual and reasonable cost of the design work described in Section 1, Scope of Work. The amount to be advanced or reimbursed shall be based on contract prices and negotiated amendments for the designs associated with the architectural, structural, electrical, mechanical, plumbing, historical preservation and other design

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 Museum 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.

OCEANSIDE MUSEUM OF ART, INC.
By: Maria Mingalone
Name/Title
Date: 4/15/26

CITY OF OCEANSIDE
By: _____
City Manager
Date: _____

By: MARIA MINGALONE
Name/Title EXECUTIVE DIRECTOR
Date: _____

APPROVED AS TO FORM:

City Attorney

33-0653905
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF MUSEUM'S SIGNATURE(S) MUST BE ATTACHED.

CALIFORNIA 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 April 21, 2024 before me, Stephanie Rojas, Notary Public,
(here insert name and title of the officer)

personally appeared Maria A. Mingalona

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 [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)
- _____