

Document No. 21 -DO
1.19-1 03/10/2021 (10)

CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Project Consulting Services for Police Facilities
Needs Assessment

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(hereinafter "Amendment"), ~~dated March 10 2021~~, for
identification purposes, is made and entered into by and
between the CITY OF OCEANSIDE, a municipal corporation,
hereinafter designated as "CITY", and LPA Design Studios,
hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that
certain Professional Services
Agreement dated September 15, 2020, 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 prepare
Phase 2 of the Oceanside Police Department Facilities
Needs Assessment Study.

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 1, SCOPE OF WORK, is hereby amended to increase and include to the work as follows:

A. Evaluation of four (4) alternative options

i. Option I – Continued Operation of the existing facilities
ii. Option 2 – An alternate site with existing infrastructure for renovation
iii. Option 3 – A new facility to replace the existing facilities
iv. Option 4 – New facilities in addition to maintaining the existing facilities

B. Develop Cost Analysis associated with each of the four (4) site scenarios

C. Three (3) Community Outreach meetings

D. One (1) City Council Meeting

Project Consulting Services for Police Facilities Needs Assessment

2. Section 8, COMPENSATION, is hereby amended to provide that the total compensation for all work performed in accordance with this amendment shall not exceed \$128,250, and for total compensation under the Agreement not to exceed \$149,825.

3. 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.

Date:

By: LPA, Inc.
Jon Mills
Chief Operations Officer

Date: _____
By: James A. Kelly
Principal Executive Vice President

Date: 7.1.2021

95-2693579

Employer ID No.

CITY OF OCEANSIDE

By: [Signature]
City Manager

Date: 3/11/21

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

MIN\Admin Docs - specs and staff Reports\PSA and PWA \RAFTS\PROFESSIONALSERVICE AGREEM ENT
DRAFTS\2021\03-10-
21 Amend I OPD Needs Assessment LPA 3.doc

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE S 1189

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 Orange

On March 2, 2021 before me, Raune Nelson Notary Public

personally appeared Jon Mills Here Insert Name and Title of the Officer
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person@)
whose name(a) is/ave subscribed to the within instrument and acknowledged
to me that he/s-be#ey executed the same in his/heFkh#eir authorized

capacity(ies), and that by his/h%4heir signature(s) on the instrument the person0, or the entity upon behalf of which the person(s) acted, executed the instrument.

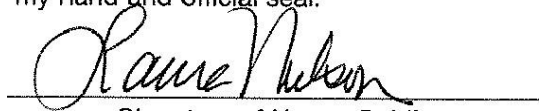
I certify under PENALTY OF PERJURY under the laws Of the State of California that the foregoing paragraph is true and correct.

LAURA NELSON
Notary Public -
California
Orange County
Commission #
2219025
My Comm. Expires Nov
1.2021

WITNESS my
nd official
seal.

my hand and official seal.

hand



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached
Document Title or Type of
Document:

Document Date: Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's

Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Signer Is Representing:

Corporate Officer — Title(s):

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE S 1189

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State of California

County of

Orange

On

March 1, 2021

before me,

Laura Nelson, Notary Public

Here Insert Name and Title of the Officer

personally appeared

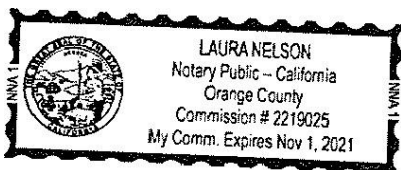
James A Kelly

Name(s) of Signer(s)

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

my hand and official seal.



Signature

Signature of

Laura Nelson

Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer's Name: Signer's

Name:

☐ Corporate Officer — Title(s):

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other:

☐ Other:

Signer Is Representing:

Signer Is Representing:

Corporate Officer — Title(s):

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