

Document no. 22-D0595-1
08/24/2022 (27)

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

PROJECT: Project Consulting Services for Police Facilities Needs Assessment

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated August 15, 2022, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and LPA Inc., 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 desired to amend the Agreement on March 10, 2021 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 further 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 Phase II Scope of Works as follows and as included in CONSULTANT's attached proposal dated August 3, 2022:
 - A. Development of Conceptual Design Plans
 - B. Current appraisal of existing Police Facility
 - C. Community Outreach meetings
 - D. City Council Meetings

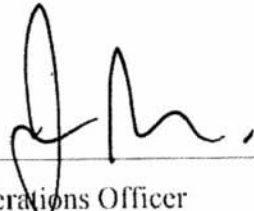
Project Consulting Services for Police Facilities Needs Assessment

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 \$149,750, and for total compensation under the Agreement not to exceed ~~\$171,325.~~ **\$299,575**
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

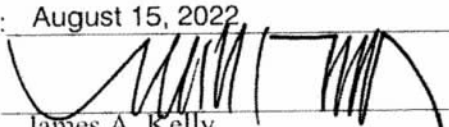
SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

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.

LPA, Inc

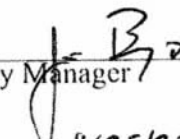
By: 
Jon Mills
Chief Operations Officer

Date: August 15, 2022

By: 
James A. Kelly
Principal Executive Vice President

Date: August 15, 2022

CITY OF OCEANSIDE

By: 
City Manager

Date: 8/25/22

APPROVED AS TO FORM:


City Attorney

95-2693579
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\CIP\Projects\2019\CIP19-00018 OPD HQ Expnsn-Relocation Study\01 - Project Study Report (PSR)\08-12-22 Amend 2 OPD Needs Assessment LPA.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 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 August 15, 2022 before me, Laura Nelson, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Jon Mills
 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 and official seal.



Signature Laura Nelson
 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: City of Oceanside Amendment 2 to Professional Service Agreement
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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