

**AMENDMENT NO. 2 TO
MASTER SERVICE AGREEMENT
WITH HINDERLITER, DE LLAMAS & ASSOCIATES
FOR BUSINESS LICENSE ADMINISTRATION AND COMPLIANCE SERVICES**

This Amendment No. 2 to the Master Service Agreement for Business License Administration and Compliance Services is made and entered into as of June 22, 2026 (“Effective Date”) by and between the City of Upland, a municipal corporation (“City”) and Hinderliter de Llamas and Associates, a California company (“Consultant”). City and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated September 12, 2022, for the purpose of providing Business License Administration and Compliance Services (the “Agreement”).

B. WHEREAS, the City and the Consultant have entered into an Amendment No. 1 to the Agreement, dated June 9, 2025, for the purpose of extending the term of the Agreement from October 1, 2022, through June 30, 2026, and providing additional funds for the continued performance of services for an amount not to exceed Five Hundred Forty-Five Thousand (\$545,000).

C. WHEREAS, the Parties now desire to amend the Agreement in order to extend the term for an additional term of one year for the period of July 1, 2026, to June 30, 2027, and to include additional funds for the continued performance of the services in accordance with the compensation provisions of the Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Agreement shall be extended through June 30, 2027, unless earlier terminated.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 2 shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000), thereby increasing the total not to exceed compensation of the Agreement to the amount of Six Hundred and Ninety Five Thousand Dollars (\$695,000). The total not to exceed does not apply to compensation for services which are billed a contingency fee based on

revenue recovered, or to payment processing services which are billed according to usage. Work shall be performed at the rates set forth in the Agreement.

4. Full Force. Except as amended by this Amendment No. 2, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

5. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]


**SIGNATURE PAGE FOR
AMENDMENT NO. 2 TO MASTER SERVICE AGREEMENT
WITH HINDERLITER, DE LLAMAS & ASSOCIATES
FOR BUSINESS LICENSE ADMINISTRATION AND COMPLIANCE SERVICES**


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

CITY OF UPLAND

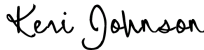
**HINDERLITER, DE LLAMAS &
ASSOCIATES**

APPROVED BY:

DocuSigned by:

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Michael Blay
City Manager

Signed by:

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Joshua Davis
Vice President of TFA

ATTESTED BY:

DocuSigned by:

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City Clerk, CMC
Keri Johnson

APPROVED AS TO FORM:

Signed by:

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Best Best & Krieger LLP
City Attorney