

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
WITH INLAND VALLEY RECOVERY SERVICES**

This Amendment No. 1 to the Professional Service Agreement is made and entered into as of April 27th 2026 (“Effective Date”) by and between the City of Upland, a municipal corporation (“City”) and Inland Valley Recovery Services, a certified non-profit corporation (“Service Provider”). City and Service Provider are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City and the Service Provider have entered into an agreement, dated July 1, 2025, for the purpose of providing substance abuse treatment and supportive services (the “Original Agreement”).

B. WHEREAS, the City and the Service Provider have entered into an Amendment No. 1 to the Original Agreement, dated July 1, 2025 for the purpose of amending the allocation of National Opioid Settlement funding from the City of Upland to Inland Valley Recovery Services for substance abuse treatment and supportive services not to exceed \$75,000 per fiscal year.

C. WHEREAS, the Parties now desire to amend the Original Agreement in order to supplement additional funding, not to exceed \$40,000, to continue performance of services through the remainder for the 2025-2026 fiscal year in accordance with the scope of services and compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Amendment No. 1 and the Original 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 Original Agreement shall be continued through the dates of the Original Agreement unless earlier terminated.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed forty thousand dollars (\$40,000), thereby increasing the total not to exceed compensation of the Original Agreement to the amount of one hundred and fifteen thousand dollars (\$115,000). Work shall be performed at the rates set forth in the Original Agreement.

4. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original 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. 1.

5. Electronic Transmission. A manually signed copy of this Amendment No. 1 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. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH INLAND VALLEY RECOVERY SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

CITY OF UPLAND

SERVICE PROVIDER

APPROVED BY:

**INLAND VALLEY RECOVERY
SERVICES**

DocuSigned by:
Michael Blay

ED26F9DCC3FF42A
Michael Blay,
City Manager

Signed by:
Tina Hughes

DFB404AB2BF3426
Tina Hughes,
Chief Executive Officer

ATTEST:

Signed by:
Laurie Figueroa

48829E74654CAF
Laurie Figueroa,
Director of Finance

DocuSigned by:
Keri Johnson

F427A8F058E347A
Keri Johnson,
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Thomas Rice

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Best Best & Krieger LLP
City Attorney