

**AMENDMENT NO. 1 TO  
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES  
BETWEEN  
THE CITY OF UPLAND  
AND  
BEST BEST & KRIEGER LLP**

This Amendment No. 1 to the Agreement for City Attorney Legal Services is made and entered into as of March 23, 2026 (“Effective Date”) by and between the City of Upland, a municipal corporation (“City”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”). City and BB&K are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

**RECITALS**

A. WHEREAS, City and BB&K have entered into an agreement, dated February 22, 2021, for the purpose of providing all necessary legal services for City (the “Original Agreement”), under which Stephen P. Deitsch was designated as City Attorney and Thomas A. Rice was designated as Assistant City Attorney.

B. WHEREAS, with the upcoming retirement of Stephen P. Deitsch, the Parties now desire to amend Section 3.3 of the Original Agreement in order to designate Thomas A. Rice as City Attorney and current Planning Commission counsel, Albert J. Maldonado, as Assistant City Attorney.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this 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 into Amendment No. 1 as though fully set forth herein.

2. Designated City Attorney. Pursuant to Section 3.15 of the Original Agreement, amendments to the Original Agreement shall be binding when executed in writing and signed by both Parties. Section 3.3 of the Original Agreement is hereby amended to read as follows:

“Thomas A. Rice shall be designated as City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Albert J. Maldonado shall be designated as Assistant City Attorney, and shall attend such meetings as may be requested by the City Attorney. No change in these assignments shall be made without the consent of the Client.”

3. 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.

4. 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.

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

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

**CITY OF UPLAND**

**BEST BEST & KRIEGER LLP**

APPROVED BY:

DocuSigned by:  
  
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Michael Blay, City Manager

DocuSigned by:  
  
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Thomas A. Rice, Partner