

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL UTILITY MANAGER AND STAFF AUGMENTATION SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and effective as of **February 12, 2024**, between the City of Upland, a municipal corporation ("City") and **WaterWorkforce**, a California corporation having offices at 1618 Couples Court, Upland CA 91784 ("Contractor"). City and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

A. WHEREAS, the Parties entered into a professional services agreement, dated August 14, 2023, for **On-call Utility Manager and Staff Augmentation Services** (the "Original Agreement"); and

8. WHEREAS, the Parties now desire to enter into an amendment to the Original Agreement in order to include additional funds for the continued performance of the services.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this First Amendment mutually agree as follows:

AMENDMENT

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

2. Compensation. Section 2, Compensation, Subsection (b) of the Master Agreement is amended to replace the not-to-exceed amount with the sum of **One Hundred Twenty-Eight Thousand Six Hundred Dollars (\$128,600)**.

3. Term. Section 5, Term of the Master Agreement is amended to provide that the term is **August 14, 2023 to December 31, 2024**.

4. Full Force. Except as amended by this First Amendment, 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 First Amendment.

5. Electronic Transmission. A manually signed copy of this First Amendment 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 First Amendment for all purposes.

6. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL UTILITY MANAGER AND STAFF AUGMENTATION SERVICES**


IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the day and year first above written.

CITY OF UPLAND
a California municipal corporation

WATERWORKFORCE
[If Corporation, TWO SIGNATURES,
President OR Vice President AND
Secretary OR Treasurer REQUIRED]

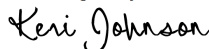
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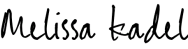
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Michael Blay, City Manager

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Name: Bret Kadel


Title: CEO

Attest:
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Keri Johnson, City Clerk

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By: AF715BAAE8F0453...

Name: Melissa Kadel

Title: Treasurer

Approved As to Legal Form:
DocuSigned by:

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Stephen Deitsch, City Attorney