

**CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of July 1, 2025 by and between the City of Upland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 (“City”), and Inland Valley Recovery Services (IVRS), a certified non-profit corporation having its principal place of business at 1260 E. Arrow Highway, Upland, CA 91786 (hereinafter referred to as “Service Provider”). City and Service Provider are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Upland Cares National Opioid Settlement Project (hereinafter referred to as “the Project”).

B. Service Provider is licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Service Provider to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Service Provider shall provide the City with the services described in the Scope of Services attached below:

Scope of Services:

- a. Inland Valley Recovery Services will provide an outreach representative that is assigned to the Upland Police Department Impact Team. The job function of the IVRS outreach representative includes the following:
 1. Conduct homeless outreach on a part-time basis in the City of Upland with the Impact Team and the Upland Police Department Homeless Coordinator.
 2. Conduct screenings of persons experiencing homelessness and Substance Use Disorder (SUD) and document contacts with potential clients.
 3. Coordinate and facilitate direct intakes into Inland Valley Recovery Services by means of phone call or in-person meetings.
 4. Assist in the coordination of necessary medical clearance for applicable individuals who are eligible for the IVRS program but require medical or psychiatric clearance prior to enrollment.
 5. Retain documentation of the number of contacts made by the outreach worker, all coordinated efforts made for individuals who are eligible for the IVRS program, and all individuals placed into the IVRS program.

6. Actively meet and communicate with the Impact Team and Upland Police Department Homeless Coordinator about clients who are or may be eligible for the IVRS program.
- b. Inland Valley Recovery Services will provide detox services for eligible City of Upland clients located by the Upland Police Department or its representatives.
 1. Provide immediate detox and restorative services to individuals experiencing Substance Use Disorder (SUD).
 2. Provide assessments, medical-assisted treatment (MAT), close monitoring, and medications as necessary for safe detoxification.
- c. Inland Valley Recovery Services will provide residential treatment for eligible City of Upland clients located by the Upland Police Department or its representative.
 1. Residential treatment will include 24-hour monitoring, therapeutic services such as counseling, group education, UA testing, room and board services, laundry facilities, food, and other supportive residential services.
 2. Inland Valley Recovery Services will provide supportive housing for City of Upland clients located by the Upland Police Department or its representatives.
 - a. Supportive housing includes a sober living environment, room and board, food, laundry facilities, a case manager for oversight, random UA testing, and referral to workforce development to assist with obtaining employment and supportive services.
- d. Inland Valley Recovery Services outreach representatives will provide periodic training and educational training to Upland Police Department Personnel on Substance Use Disorder, the process for people to receive treatment for Substance Use Disorder (SARC), and knowledge of IVRS's process for treating Substance Use Disorder.

2. Compensation

- a. City shall pay for such services in accordance with the schedule of charges listed below, not to exceed \$75,000 per City fiscal year ("fiscal year"). Subject to paragraph 2(b), in no event shall the total amount paid for the salary of the IVRS Outreach Representative Provider exceed the sum of \$24,960 per fiscal year. Any funds not used for the Outreach Representative may be used for services specified 2.c., 2.d., and 2.e. This funding provided by the National Opioid Settlement will be utilized for related costs associated with the treatment and supportive services when alternative sources of funding cannot be utilized (Such as a qualifying grant that IVRS has to treat the same client for the same service). City will not pay any additional fees for other services or other person(s) not referred to care by the Upland Police Department or its representative. Payments to Service Provider for work performed will be made on a monthly billing basis. IVRS shall provide City with an invoice of hours worked by the IVRS Outreach Representative along with a detailed description of services provided (excluding protected client information such as client names, birth dates, and information covered under the Health Insurance Portability and Accountability Act) to clients in residential treatment, detox services, and supportive housing. IVRS will also include the rate and duration for each type of service listed above (residential treatment, detox services, supportive housing) for each client in the IVRS program, along with the date range the costs cover. City will then remit payment.
- b. IVRS Outreach Representative

- a. This representative will cost a maximum of \$24,960 Salary/benefits for up to 16 hours per week (52 weeks a year) at an hourly rate of \$30.00.
- c. Detoxification Services
 - a. IVRS will provide immediate detox and restorative services to individuals experiencing SUD. IVRS will provide medically appropriate services for a daily rate of \$400.
- d. Residential Treatment Services
 - a. Residential treatment for SUD services will be provided at a rate of \$190 per day for each individual for the first 30 days. This is for 3.5 LOC
 - b. When continued treatment is necessary after 30 days, the treatment rate will be \$140 per day for 30 days. This is for 3.1 LOC
- e. Supportive Housing
 - a. Supportive housing for people who have been sober for 30 days and are experiencing homelessness will be provided at the rate of \$50 per day for a maximum of 180 days.

3. Additional Work.

If changes in the work seem merited by Service Provider or City, and informal services with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to City by Service Provider with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by City and executed by both Parties before performance of such services, or City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, logs, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Service Provider. Service Provider shall provide to City a monthly invoice of costs incurred and services rendered to each client (excluding protected client information such as client names, birth dates, and information covered under the Health Insurance Portability and Accountability Act) under the Upland Cares National Opioid Settlement Project. Additionally, Service Provider shall submit to City a monthly report documenting the persons contacted during outreach with UPD personnel and the items provided (i.e. Narcan, testing strips, hygiene bags, etc.). Under this Agreement, IVRS agrees to allow City to audit the records pertaining to the invoices submitted to City for payment. City of Upland may require IVRS to submit additional documentation proving the scope of services for each client and associated costs as necessary, while protecting patient privacy rights.

5. Length of Agreement

The term of this Agreement shall be from July 1, 2025, through June 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

6. Delays in Performance.

a. Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and

other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Service Provider shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

8. Standard of Care

Service Provider services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subservice Provider

Service Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of City, which may be withheld in the sole discretion of City or for any reason. Any attempt to so assign, sublet or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Service Provider from employing independent associates, and subservice providers as Service Provider may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Service Provider is retained as an independent contractor and is not an employee of City. No employee or agent of Service Provider shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Service Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Service Provider shall not commence work for City until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Service Provider shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) Service Provider shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by City, and provided that such deductibles shall not apply to City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Service Provider shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Service Provider certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Service Provider has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Service Provider shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Service Provider shall require all subservice providers to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement Service Provider shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Service Provider. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Automobile Liability

\$1,000,000 combined single limit

Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the Parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Service Provider shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Service Provider shall provide to City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Service Provider shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Service Provider shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Automobile Policy shall each contain a provision stating that Service Provider's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Service Provider shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Service Provider shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, and volunteers or shall specifically allow Service Provider or others providing insurance evidence in compliance with these specifications to waive

their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against City.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Service Provider from liability in excess of such coverage, nor shall it limit Service Provider's indemnification obligations to City and shall not preclude City from taking such other actions available to City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Service Provider, and any approval of said insurance by City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Service Provider pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, City may cancel this Agreement.

(iii) City may require the Service Provider to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subservice Provider Insurance Requirements. Service Provider shall not allow any subcontractors or sub-service providers to commence work on any sub-service provider until they have provided evidence satisfactory to City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or sub-service providers shall be endorsed to name City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Service Provider, City may approve different scopes or minimum limits of insurance for particular subcontractors or sub-service providers.

12. Indemnification.

a. To the fullest extent permitted by law, Service Provider shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, or agents in connection with the performance of Service Provider's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Service Provider, City, its officials, officers, employees, agents, or volunteers.

b. If Service Provider's obligation to defend, indemnify, and/or hold harmless arises out of Service Provider's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Service Provider's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Service Provider, and, upon Service Provider obtaining a final adjudication by a court of competent jurisdiction, Service Provider's liability for such claim, including the cost to defend, shall not exceed Service Provider's proportionate percentage of fault.

13. Verification of Employment Eligibility.

By executing this Agreement, Service Provider verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all sub-providers and sub-subproviders to comply with the same.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

15. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Service Provider. City shall pay Service Provider the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Service Provider of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Service Provider shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Service Provider may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Service Provider.

16. Organization

Service Provider shall assign an Inland Valley Recovery Services Lead as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of City.

17. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

18. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as applicable to:

DISTRICT:

City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Attn: Upland Police Department

SERVICE PROVIDER:

Inland Valley Recovery Services
1260 E. Arrow Hwy Building E
Upland, CA 91786
Attn: Tina Hughes

and shall be effective upon receipt thereof.

19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

20. Equal Opportunity Employment.

Service Provider represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

21. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Service Provider as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to

those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

22. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

23. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

24. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

25. Time of Essence

Time is of the essence for each and every provision of this Agreement.

26. City's Right to Employ Other Service Providers

City reserves its right to employ other Service Providers in connection with this Project or other projects.

27. Prohibited Interests


Service Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

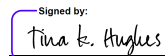
**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND INLAND VALLEY RECOVERY SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

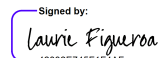
CITY OF UPLAND

[INLAND VALLEY RECOVERY SERVICES]

By: 
Michael Blay
City Manager, City of Upland


By: 
Tina K. Hughes
Chief Executive Officer

Printed Name: Tina K. Hughes

By: 
Laurie Figueroa
Director of Finance

Printed Name: Laurie Figueroa

ATTEST:

By: 
Keri Johnson
City Clerk, City of Upland

APPROVED AS TO FORM:

By: 
Stephen Deitsch
Best Best & Krieger LLP
City Attorney