

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
2025 WATER & RECYCLED WATER RATE STUDY SERVICES WITH
RAFTELIS FINANCIAL CONSULTANTS, INC.**

This Second Amendment (“Second Amendment”) to that certain Agreement for Professional Services between the Parties dated February 10, 2025 (the “Master Agreement”) and subsequently amended on December 8, 2025, is made and entered into as of March 9, 2026 (“Effective Date”) by and between the City of Upland, a municipal corporation (“City”), and Raftelis Financial Consultants, Inc., a North Carolina Corporation (“Consultant”). City and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City and Consultant entered into the Master Agreement on February 10, 2025, for the purpose of completing the 2025 Water & Recycled Water Rate Study (the “Project”); and

B. WHEREAS, the Master Agreement established a not-to-exceed compensation amount of One Hundred Thousand One Hundred Twenty dollars (\$100,120); and

C. WHEREAS, on December 8, 2025, the Parties executed a First Amendment to the Master Agreement to extend the term of the Agreement through June 30, 2026; and

D. WHEREAS, the Parties now desire to amend the Master Agreement to increase the not-to-exceed compensation amount to accommodate additional services associated with completion of the Project; and

E. WHEREAS, all other terms and conditions of the Master Agreement, as previously amended, shall remain unchanged unless expressly modified herein.

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

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

2. Amendment to Compensation. Section 2(b) of the Master Agreement is hereby amended to revise the not-to-exceed compensation amount as follows.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of One Hundred Twenty Thousand One Hundred Twenty dollars (\$120,120). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description

of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Full Force. Except as amended by this Second Amendment, all provisions of the Master 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 Second Amendment.

4. Electronic Transmission. A manually signed copy of this Second 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 Second Amendment for all purposes.

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


[SIGNATURES ON FOLLOWING PAGE]

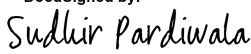
**SIGNATURE PAGE FOR
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR 2025
WATER & RECYCLED WATER RATE STUDY SERVICES WITH RAFTELIS
FINANCIAL CONSULTANTS, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the Effective Date first herein above written.

CITY OF UPLAND
a California municipal corporation

CONSULTANT
Raftelis Financial Consultants, Inc.
27 W. Trade Street, Suite 1400,
Charlotte, NC 28202


DocuSigned by:

ED26F9DCC3FF48A...
Michael Blay,
City Manager


DocuSigned by:

By: 807D276C23FB4DE...

Name: Sudhir Pardiwala

Title: Senior Principal

Attest:

DocuSigned by:

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Keri Johnson,
City Clerk

DocuSigned by:

By: 61E583279D90414...

Name: Steve Gagnon

Title: Vice President

Approved As to Legal Form:

Signed by:

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Best Best and Krieger, City Attorney