

**AMENDMENT NO. 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**DE-24-138-SP**

**BETWEEN**  
**THE CITY OF FONTANA**

**AND**  
**KIMLEY-HORN AND ASSOCIATES, INC.**

**1. Parties and Date.**

This Amendment No. **1** to the Professional Services Agreement is made and entered into as of this 24<sup>th</sup> day of February 2026, by and between the City of Fontana (“City”) and Kimley-Horn and Associates, Inc. a corporation with its principal place of business at 401 B Street, Suite 600, San Diego, CA 92101 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Consultant. The City and Consultant have entered into an agreement entitled “Professional Services Agreement” dated July 29, 2025 (“Agreement”) for the purpose of retaining the services of Consultant to provide Design Services-Pickleball Courts at Seville Park “Project”.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services, increase the not-to-exceed compensation amount, and revise the term date.

2.3 Amendment Authority. This Amendment No. **1** is authorized pursuant to Section **3** of the Agreement.

**3. Terms.**

3.1 Amendment. Section **1** of the Agreement is hereby amended in its entirety to read as follows:

1. Services

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A”.

3.2 Amendment. Section **2** of the Agreement is hereby amended in its entirety to read as follows:

2. Compensation

a. Subject to paragraph 2(b) below, City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “A”.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$154,800 for this Amendment No. 1. The total compensation shall not exceed \$360,475.00. 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.

3.3 Amendment. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

5. Term

The term of this Agreement shall expire on August 31, 2027, 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. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set form the date of commencement of work.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.6 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 1**

**CITY OF FONTANA**

**KIMLEY-HORN AND ASSOCIATES**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
Michael Madsen

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

By: \_\_\_\_\_  
Phillip Burum  
Deputy City Manager

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Gia Kim  
Public Works Director / City Engineer

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Jessica Brown  
Chief Financial Officer

\_\_\_\_\_  
Sid Lambert  
Purchasing Manager