

**AMENDMENT NO. 2  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF FONTANA  
AND  
WATER OF LIFE COMMUNITY CHURCH  
SP-86-HD-23**

**1. Parties and Date.**

This Amendment No. 2 to the Professional Services Agreement SP-86-HD-23 is made and entered into as of this 1st day of July, 2025, by and between the City of Fontana a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (hereinafter referred to as the “City”) and Water of Life Community Church, a Non-Profit Organization with its principal place of business at 11418 Miller Ave, Suite K, Fontana CA 92336 (hereinafter referred to as the “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Agreement. The City and Consultant have entered into an agreement entitled “Professional Services Agreement SP-86-HD-23” dated June 27, 2023 (“Agreement”) for the purpose of retaining the services of Consultant to provide certain community services to the homeless population of the City of Fontana.

2.2 First Amendment to Agreement. The City and Consultant have entered into that Amendment No. 1 to the Agreement dated June 11, 2024 (“Amendment No. 1”) for the purpose of extending the term of the Agreement and increasing the contract amount to include the FY 2024-2025 Emergency Solutions Grant amount.

2.3 Change in Funding Source and Removal of Federal Requirements. The Original Agreement, and Amendment No. 1, stipulated that funding for the Project was provided through the Emergency Solutions Grant program (“ESG Funds”) administered by the United States Department of Housing and Urban Development (“HUD”), subjecting the Project to various federal ESG requirements. The City now desires to change the funding source for the Project from the Emergency Solutions Grant Program to the City’s General Fund, thereby removing all associated federal ESG requirements and ensuring the continued provision of vital services to the homeless population of the City of Fontana.

2.4 Compliance with Program Funding Requirements. When funding for Consultant’s services are provided, in whole or in part, by an agency of the federal government or the state government, Consultant shall also fully and adequately comply with the provisions included in the funding requirements as defined in said program’s guidelines and regulations. With respect to any conflict between such funding requirements and the terms of this Agreement and/or provisions of state law, the more stringent requirement shall control.

2.5 Compliance with Homeless Management Information System. Consultant must cooperate with the City to comply with all obligations for inputting and maintaining data into the Homeless Management Information System.

2.6 Compliance with Local Coordinated Entry System. All referrals to assisted units shall be made through the local Coordinated Entry System or other comparable prioritization system based on greatest need, and in accordance with protocols that are developed and implemented in accordance with the local Continuum of Care and program requirements.

2.7 Second Amendment to Agreement Purpose. The City and Consultant desire to amend the aforesaid Agreement (“Amendment No. 2”), to extend the term of the agreement, to change the primary funding source and amount provided by City, and to modify and expand the scope of services.

2.8 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3 of the Agreement.

### 3. Terms.

3.1 Amendment of Compensation Source and Amount. Section 2 of the Agreement, Compensation, is hereby amended in its entirety to read as follows:

2. Compensation. Consultant shall receive compensation from City’s General Fund, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in “Exhibit A”, included in this Amendment No. 2 for tasks set forth in “Exhibit A”. The total compensation for this agreement is as follows:

**City General Funds:        \$600,000.00**

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

5. Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2026**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement to renew this Agreement annually for no more than two (2) additional one-year terms should funding to continue the Project be available. 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.

3.3 Amendment of Scope of Work and Removal of ESG Requirements. Pursuant to Section 3 of the Agreement, Additional Work, the Parties have engaged in informal consultations, and agree that a change is warranted in the Scope of Work. The agreed to Scope of Work, attached as “Exhibit A” and titled “CityLink Pathway to Housing Proposal” dated June 5, 2025, is hereby incorporated into this Amendment No. 2. Subject to any ongoing obligations required for

compliance due to the receipt and prior expenditure of ESG Funds under the Agreement, as of the effective date of this Amendment No. 2, all specific requirements, eligibility citations, matching requirements, reporting standards, and operational mandates solely and exclusively tied to the Emergency Solutions Grant Program (including, but not limited to, those referenced in 24 C.F.R. §576.103, §576.104, §576.201, and Section 7 and Exhibit C of the Original Agreement) are hereby explicitly removed and shall no longer apply to the services provided under this Agreement. As of the effective date of this Amendment, Exhibit "A" shall define the specific General Fund-supported services and operational parameters, superseding any conflicting ESG-specific programmatic language in the Original Agreement's Exhibit "A", provided, however, that nothing in this Amendment No. 2 shall affect any ongoing obligations arising from the prior expenditure of ESG Funds. Such amendment shall not render ineffective or invalidate unaffected portions of the Agreement. Nothing in this Amendment shall affect, modify, or relieve Consultant from any other funding requirements that are set forth in separate agreements with the City.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the aforementioned Professional Services Agreement remain in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

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. 2.

3.6 Severability. If any portion of this Amendment No. 2 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 FOLLOWING PAGE]**

**SIGNATURE PAGE TO  
AMENDMENT NO. 2  
TO THE CITY OF FONTANA  
PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FONTANA**

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

*Attest:*

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

*Approved as to form:*

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

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

By: \_\_\_\_\_  
Valerie Gonzales  
Housing Development Manager

**WATER OF LIFE COMMUNITY CHURCH**

By: \_\_\_\_\_  
Jim Kensinger  
Executive Director of Ministry Operations

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

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

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