

AMENDMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF FONTANA
AND
QUALITY MANAGEMENT GROUP, INC
SP-15-HD-22

1. Parties and Date.

This Amendment No. 4 to the Professional Services Agreement is made and entered into as of this 24th day of September 2024, by and between the City of Fontana (“City”) and Quality Management Group, a Corporation with its principal place of business at 3105 East Guasti Rd, Suite 100, Ontario, CA 91761 (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 (Tracking Number SP-15-HD-22)” dated November 10, 2021, (“Agreement”) for the purpose of retaining the services of Consultant to provide Property Management Services.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the compensation due to portfolio expansion.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 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, the 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 \$165,000.00. 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 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.4 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. 4.

3.5 Severability. If any portion of this Amendment No. 4 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. 4
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AND QUALITY MANAGEMENT GROUP, INC
SP-15-HD-22**

CITY OF FONTANA

QUALITY MANAGEMENT GROUP, INC.

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Tim Johnson
President

Attest:

By: _____
Germaine 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

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager