

**AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF TOLLESON
AND
FSL HOME IMPROVEMENTS dba ALLTHRIVE365 HI**

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Fifth Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and FSL HOME IMPROVEMENTS, an Arizona non-profit corporation dba ALLTHRIVE365 HI (the “Vendor”), (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~.

RECITALS

A. WHEREAS, The City and the Vendor entered into a Professional Services Agreement on September 13, 2022, as amended, (collectively, the “Agreement”, the terms of which are incorporated herein by reference), relating to the HS 22-01 Housing Rehabilitation Services Program for the implementation and administration of owner-occupied home repair services (“Services”);

B. WHEREAS, the parties desire to amend this Agreement to increase the City’s General Funds from the Housing Services – Housing Rehabilitation Budget.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. **The City shall increase the general funds in the amount of \$14,000.00 to cover project soft costs, including administrative fees and expenses, rehabilitation specialist, labor and travel mileage.**
2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
3. Non-Default. By executing this Fifth Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

4. Conflict of Interest. This Fifth Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date and year last set forth below.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Vendor”

FSL HOME IMPROVEMENTS,
an Arizona non-profit corporation dba ALLTHRIVE365 HI

By: Charnise Moore
Name: Charnise Moore
Title: Chief Program Officer

09/29/2025

Date