

**AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF TOLLESON
AND
FSL HOME IMPROVEMENTS dba ALLTHRIVE365 HI**

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT (this "Sixth 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 the Agreement to extend the term of Agreement, increase the insurance limit and amend the budget for the Housing Rehabilitation Program.

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. Term of Agreement. This Agreement shall be extended and remain in effect until ~~September 1, 2026~~ **October 1, 2027**.

2. Commercial General Liability. The first sentence of Section 11.2 (A) shall be deleted in its entirety and replaced with the following:

"Vendor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a ~~\$3,000,000~~ **\$4,000,000** General Aggregate Limit."

3. Exhibit D to Professional Services Agreement. The Housing Rehabilitation Program Budget has increased to \$555,000.00 for the costs of implementing the housing rehabilitation program. The Community Development Block Grant (CBDG) and City funds will provide home repairs to approximately 8 owner-occupied housing units in the City's Redevelopment Area. The revised budget and project schedule are described in Exhibit D attached hereto.

4. 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.

5. Non-Default. By executing this Sixth 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 Sixth 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 Sixth Amendment are forever waived.

6. Conflict of Interest. This Sixth 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 Sixth 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: _____
Name: _____
Title: _____

Date

EXHIBIT "D"
TO
SIXTH AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
FSL HOME IMPROVEMENTS dba ALLTHRIVE365 HI

Housing Services – Housing Rehabilitation Budget

AllThrive 365 Budget for OOHR CDBG funds (2025-2027)			
City of Tolleson Rehab Program	Amount		Assumptions
	CDBG Funds	City Funds	
Rehabilitation Costs - includes Construction, Hazardous Materials Abatement, and Temporary Relocation	\$425,000.00		Contruction: Approximately 8 rehabs; Abatement for 5 of 8 homes with lead paint and/or asbestos; Temporary Relo for 2 out of 8 homes
Professional Fees and Project Admin - includes Hazardous Materials Testing and Clearances, Rehab Specialist, Travel, Admin Expenses, and Management Fees		\$130,000.00	Haz Materials Test/Clearance for all homes; Rehab Specialist time and travel expenses; Admin costs: Office supplies, audit costs, insurance, phones, rent, printing; Management fees: 17% of Direct Construction, Haz Materials Abatement and Testing, and Temporary Relocation
Total Expense	\$425,000.00	\$130,000.00	Total Budget: \$555,000
AT365 will handle all aspects of testing and construction and City will handle intake and environmental reviews			