



**FIRST AMENDMENT  
TO  
LINKING AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
PLAN B FACILITY SERVICES, LLC**

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this "First Amendment") is entered into as of January 22, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and Plan B Facility Services, LLC, an Arizona limited liability company (the "Contractor").

**RECITALS**

A. The Town and the Contractor entered into Linking Agreement No. CON-25-030-PBW, dated February 13, 2025, for the Contractor to provide janitorial services (the "Agreement").

B. The Town has determined that additional janitorial services are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

**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 Town and the Contractor hereby agree as follows:

1. **Incorporation of Defined Terms.** All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

2. **Term of Agreement.** The term of the Agreement is hereby extended and shall remain in full force and effect through January 16, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. **Compensation.** The Town shall increase the compensation to the Contractor by \$88,308, raising the combined not-to-exceed compensation from \$88,308 to \$176,616.

4. Effect of Amendment. 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 First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First 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 First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**“Town”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld P.L.C.

**“Contractor”**

PLAN B FACILITY SERVICES, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_



Name: Jose Padilla

Title: VP of Sales and Operations