

AMENDMENT NO. EIGHT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF PARADISE VALLEY
AND BROWN & ASSOCIATES

This Amendment No. Eight to the Agreement for Professional Services between the Town of Paradise Valley and Brown and Associates (“**Amendment Eight**”) is made and entered into as of this ___ day of June 2025 (“**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation (“**Consultant**”).

RECITALS

- A. At the request of Five Star Development Resort Communities, LLC (“**Five Star**”), the Town and Consultant entered into Contract No. CON-19-046-CMD, dated November 1, 2018 (“**Agreement**”), to provide plan review and inspection services in connection with Five Star’s construction of a resort hotel and residential dwelling units in Paradise Valley, Arizona; and
- B. On June 13, 2024, Town and Consultant amended the Agreement to increase the compensation and allow additional Services to be available to Five Star and to extend the Term; and
- C. Five Star has again requested additional Services be available from Consultant, and Town and Consultant wish to modify and amend the Agreement to allow for such.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Consultant hereby agree as follows:

- 1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part and are incorporated into this Amendment Eight.
- 2. **Term.** Paragraph 1 of the Agreement, “Term of Agreement,” is deleted and replaced to read as follows:
 - 1. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until midnight on June 30, 2026, unless sooner terminated as otherwise provided in this Agreement.
- 3. **Compensation.** Paragraph 3 of the Agreement, “Compensation,” is deleted and replaced to read as follows:
 - 3. Compensation. Town shall pay Consultant an amount not to exceed Two Million Three Hundred and Seventy Thousand Dollars (\$2,370,000) for the Services at the

rates set forth in the Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference.

4. **Insurance Certificate.** There are no changes to the insurance requirements and other provisions. However, if the current certificate of insurance does not cover the extension period, Consultant shall provide the Town with a new certificate of insurance covering the extended Term within five days of the Effective Date.
5. **Ratification of Agreement.** Town and Consultant hereby agree that except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Amendment Eight conflicts with the Agreement, then the provisions of this Amendment Eight shall prevail.
5. **No Default.** By executing this Amendment Eight, Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has it been in default at any time prior to the renewal term, under any of the terms or conditions of this Amendment Eight or of the Agreement and (ii) any and all Consultant claims, known or unknown, relating to this Amendment Eight or the Agreement and existing on or before the execution date of this Amendment Eight are forever waived.
6. **Conflict of Interest.** The Agreement and this Amendment are subject to the provisions of A.R.S. § 38-511.
7. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under A.R.S. § 35-394, Consultant certifies that it does not, and will not for the duration of the Agreement, 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.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Amendment Eight upon the terms, conditions, and provisions stated above, upon the day and year first written above.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

**BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC.,**
an Arizona corporation

Andrew B. Ching, Town Manager

Michael J. Brown, President

ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney