



**SECOND AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
KINGS LANDSCAPE AND MAINTENANCE LLC**

THIS SECOND AMENDMENT TO THE LINKING AGREEMENT (this "Second Amendment") is entered into as of 8/19 2025, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and Contractor, an Arizona Corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into the Linking Agreement, No. CON-24-047-PBW dated June 14, 2024, for the Contractor to provide Landscaping and irrigation for street beautification projects and entered into a First Amendment dated August 2, 2024 (the original Linking and first two amendments collectively constituting the "Agreement").

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

C. The Town and the Contractor desire to enter into this Second Amendment to (i) modify the scope of work to include the Additional Services, and (ii) provide for the increase in compensation to the Vendor 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 Second Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to the Contractor by \$70,292.70 for the Additional Services at the rates set forth in the Fee Proposal attached hereto as a

part of Exhibit 1, resulting in an increase of the combined not-to-exceed compensation from \$41,196.33 to \$111,489.03

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 Second 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 Second 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 Second Amendment are forever waived.

6. Conflict of Interest. This Second 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 PAGES]

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

DocuSigned by:

Andrew Ching

5B8E4040A9944A3...

Andrew Ching, Town Manager

ATTEST:

DocuSigned by:

Duncan Miller

FD66FF67A95043D...

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:

Andrew J. McGuire

869F79CE0F06427...

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Contractor"

KINGS LANDSCAPE AND
MAINTENANCE LLC,
a Limited liability company:

By: *Xavier King*

Name: *XAVIER King*

Title: *Owner*

EXHIBIT 1
TO
SECOND AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
KINGS LANDSCAPE AND MAINTENANCE LLC

[Additional Scope of Work and Fee Proposal]

See following page.

King's Landscaping & Maintenance

8214 S 15TH ST
Phoenix, AZ 85042
(480) 270-9691

QUOTE

Submitted on 8/13/2025

Quote for	Payable to	Quote #
Town of Paradise Valley	Kings Landscape & Maintenance	20581
Tempe Contract #T24-026-03		
6401 E. Lincoln Drive	Project	Due date
Paradise Valley Az. 85253	Streets Maintenance Services	

Job Description

Regular maintenance service along streets.

Blow and rake islands, trim shrub, remove suckers on the low base of trees up to 6Ft.

Haul away all debris.

Lift up trees up to 15" from the ground up,along the street side.

Trees small less than 10 feet canopies will be brought into the medium.

Each road will be serviced one time each month. (September , October, November, March, April & May.)

Maintenance service for 6 months.

LABOR	HR.	Unit price	Total price
Service for 2025 September, October and November.			
Triangles along McDonald Dr. and east wall. Approx. 78,320 SF	390	\$28.23	\$11,009.70
Stanford from 32 St to 40 St. Approx. 9,939 SF.	90	\$28.23	\$2,540.70
McDonald Dr. from Tatum blvd. & Scottsdale Rd. Approx.	216	\$28.23	\$6,097.68
56 St. from McDonald Dr. & Lincoln Dr. Approx. 13,646 S	105	\$28.23	\$2,964.15
59 St from McDonald dr. & Lincoln Dr. Approx. 7,280 SF	54	\$28.23	\$1,524.42
Doubletree Ranch Rd. From Tatum blvd. & Invergordon F	390	\$28.23	\$11,009.70

Service for 2026 March, April and May.

Triangles along McDonald Dr. and east wall. Approx. 78,320 SF	390	\$28.23	\$11,009.70
Stanford from 32 St to 40 St. Approx. 9,939 SF.	90	\$28.23	\$2,540.70
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		Subtotal	\$70,292.70
	MATERIALS	Qty	Unit price
Item #1			Total price
		\$0.00	\$0.00
Item #2		\$0.00	\$0.00
			\$0.00
			\$0.00

Notes:	Subtotal	\$0.00
	Sales Tax 8.8%	\$0.00
		\$70,292.70