

AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT FOR EXTERNAL AUDIT SERVICES
(City of Glendale Professional Services Agreement RFP 13-35, Contract No. C-8574)

This Amendment No. 2 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Clifton Larson Allen, LLP, a certified public accounting firm authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Clifton Larson Allen, LLP ("Contractor") previously entered into a Professional Services Agreement for External Audit Services, Contract No. C-8574, dated July 5, 2013 ("Agreement"); and
- B. The Agreement had an initial three-year term beginning July 5, 2013 through July 4, 2016 and provided the option to extend for an additional two (2) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from July 5, 2016 to July 4, 2017.
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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 City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from July 5, 2017 through July 4, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The annual not to exceed compensation of the Agreement will be increased to \$525,400.

5. **Insurance Certificate.** Current certificate will expire on December 15, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor 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 conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

By: 

Its: Dennis J. Osuch

Principal