

AMENDMENT NO. 1
TECHNICAL RECRUITING & STAFFING
(RFP 16-42, Contract No. C-11249)

This Amendment No. 1 (“Amendment”) to the Technical Recruiting & Staffing (“Agreement”) is made this _____ day of _____, 2020, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Professional Search Associates dba Corporate Job Bank, an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Professional Search Associates dba Corporate Job Bank (“Contractor”) previously entered into Technical Recruiting & Staffing, Contract No. C-11249, dated October 25, 2016 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning October 25, 2016 through October 24, 2017 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from October 25, 2017 through October 24, 2018; and
- D. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from October 25, 2018 through October 24, 2019; and
- E. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from October 25, 2019 through October 24, 2020; and
- F. City and Contractor previously entered into Contract Extension No. 4, extending the term of the Agreement from October 25, 2020 through October 24, 2021; and
- G. 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 unchanged and shall expire on October 24, 2021.

3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The amount of Compensation is increased by \$300,000 making the new not to exceed amount \$600,000.
5. **Insurance Certificate.** Current certificate will expire on August 29, 2021 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. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
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

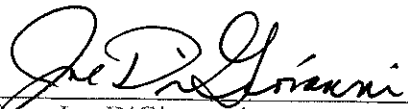
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Professional Search Associates dba
Corporate Job Bank
an Arizona corporation


By: Joe DiGiovanni
Its: Executive VP