

AMENDMENT NO. 1  
EXTERNAL AUDIT SERVICES  
(CliftonLarsonAllen LLP, Contract No. C18-0618)

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and CliftonLarsonAllen LLP, an Arizona limited liability partnership authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Contractor previously entered into an Agreement for External Audit Services, Contract No. C18-0618, dated June 29, 2018 (“Agreement”); and
- B. On May 17, 2021, the Parties extended the term of the contract through June 28, 2022, pursuant to Contract Extension letter (C18-0618-1); and
- C. On April 14, 2022, the Parties extended the term of the contract through June 28, 2023, pursuant to Contract Extension letter (C18-0618-1); and
- 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.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of twelve (12) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term. The term of the Agreement is extended through June 28, 2024.
- 3. **Scope of Work.** The scope of work remains unchanged.

4. **Compensation.** Compensation is increased by \$130,000.00, for a new not-to-exceed amount of \$654,323.00 for the entire term of the Agreement, including any renewals or extensions.
5. **Insurance Certificate.** Current certificate will expire on December 15, 2023, 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from 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

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

CliftonLarsonAllen LLP  
an Arizona Limited Liability Partnership

*Sandra L Cronstrom*

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By: Sandra L. Cronstrom

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Its: CPA