

ORIGINAL

C-10907-1  
11/08/2016

AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING INTERNAL AUDIT  
SERVICES BY A PROFESSIONAL CONSULTANT  
(Contract No. C-10907)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement for Providing Internal Audit Services by a Professional Consultant ("Agreement") is made this 8 day of November, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and MyPFBS, LLC, an Arizona limited liability company ("Consultant").

RECITALS

- A. City and MyPFBS, LLC ("Consultant") previously entered into a Professional Services Agreement, Contract No. C-10907, dated June 15, 2016 ("Agreement"); and
- B. The Agreement provided that the Consultant would provide Services to the City on an as need basis. Additionally the Agreement would be effective for twelve months from the execution date and therefore expire on June 14, 2017; and
- C. Since the execution of the Agreement, the Consultant's name has changed from Prescription for Business Success, LLC to MyPFBS; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

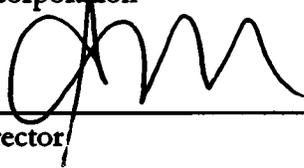
AGREEMENT

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:

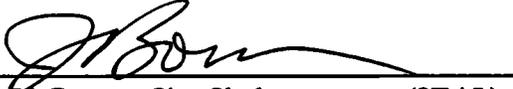
1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Name Change.** The Consultant's name is hereby changed from Prescription for Business Success, LLC to MyPFBS.
3. **Non-discrimination.** Consultant must not discriminate against any 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

4. **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.
5. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a PCI-DSS attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
6. **Ratification of Agreement.** City 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 conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
, Director

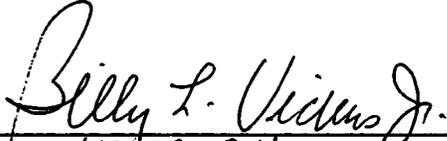
ATTEST:

  
\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney

MyPFBS, LLC, an Arizona limited  
liability company

  
\_\_\_\_\_  
By: MANAGING MEMBER  
Its: MANAGER