

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this of April, 2017, by and between the COCHISE COUNTY, an Arizona municipal corporation (“County”), and Interim Public Management, LLC, an Arizona limited liability company (“Contractor”), to provide various professional executive level consultants on an as needed basis.

WHEREAS, County desires to retain Contractor to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, the County has complied with the procedures set forth in the Cochise County’s County Code and is utilizing the City of Maricopa Arizona’s Cooperative Use of Contract RSOQ # 17-CM09272016,

NOW, THEREFORE, County agrees to retain and does hereby retain Contractor and Contractor agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. **CONTRACTOR’S DUTIES**: Contractor agrees to provide various executive level consultants on an as needed basis, as more specifically set forth in each Exhibit, which are attached hereto and incorporated herein by reference (“Services”).

For each engagement hereunder, a description of the services to be provided, the expected start date, fees and expenses, and other details regarding the services shall be set forth in a schedule to this Agreement signed by the County Manager and IPM. Each of the individuals to be provided by Contractor to perform services shall be referred to herein as a “Consultant” and collectively as “Consultants.” If the County is not satisfied with any Consultant, the County may request that Contractor replace such Consultant.

2. **COMPENSATION**: In accordance with the terms and conditions of this Agreement, County shall compensate Contractor for its services as follows:

See attached Exhibit, which is incorporated into this Agreement.

- a. Should County request additional services beyond those specified in Section 1, Contractor shall charge, and County shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the

party responsible thereof. Unless otherwise provided in this Agreement, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

- b. If at any time during the term of the Agreement or the applicable Exhibit, Schedule or Contract Amendment or within one (1) year thereafter the County hires, contracts with or engages in any way, directly or indirectly, with any individual that has been provided by Contractor to provide Services to the County under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the County (other than through Contractor), the County hereby agrees to pay Contractor an Engagement Fee equal to 20.08% of the annualized salary, fees or other compensation to be paid to or for the benefit of such individual, payable to Contractor at the time of such engagement of such individual's services.

3. TERM: This Agreement shall be effective upon approval by the County and the Contractor. This Agreement shall remain in effect until terminated pursuant to the provisions provided hereunder, however specific engagements detailed in attached exhibits to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term. If the duration of this Agreement is found to be unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate.

4. CONTRACTOR BILLING: Contractor shall bill County bi-monthly on a time basis. County shall pay such billings within fifteen (15) days of the date of receipt of the Contractor's invoice.

5. COUNTY'S STANDARD OF PERFORMANCE: County shall furnish the Contractor with all data, information and other supporting services necessary for Contractor to provide the services provided for herein.

6. CONTRACTOR'S STANDARD OF PERFORMANCE: While performing the services, Contractor and any Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's or Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor or any Consultant commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY: Contractor, and any Consultants or individuals hired by Contractor to perform the services under this Agreement, shall keep any information concerning County matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without

limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of County. Contractor, and any Consultants or individuals hired by Contractor, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning County matters during and after this Agreement.

8. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to County:

Cochise County
Attn: County Administrator
1415 Melody Lane
Bisbee, AZ 85603

If to Contractor:

Interim Public Management, LLC
Attn: Tim Pickering
16868 North Stoneridge Court
Fountain Hills, AZ 85268

9. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Contractor shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Contractor shall deliver to County all work in any state of completion at the date of effective termination.

10. SUBCONTRACTORS: Contractor agrees that it is as fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relations between any Consultant, subcontractor and County.

11. RECORDS: Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to County for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by County personnel during regular business hours.

12. INSURANCE.

12.1. General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter-stipulated

minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the County. Failure to maintain insurance as specified herein may result in termination of this Agreement at County's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, County does not represent that coverage and limits will be adequate to protect Contractor. County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the County, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by County, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the County as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the County, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the

policy limits provided to the County. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by County in County's sole discretion) set forth herein protecting County and Contractor. Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish County with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, County shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The County, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

- a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- b. Auto Liability - Under ISO Form CA 2048 or equivalent.
- c. Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the County, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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12.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the County, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the County, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability (Errors and Omissions Liability). Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Work performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

13. RIGHT OF COUNTY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply County is obligated to obtain the services described herein with only this particular Contractor.

14. UNCONTROLLABLE FORCES: County and Contractor shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

15. INDEMNIFICATION:

15.1 By Contractor: Except as otherwise provided herein, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the performance of work under this Agreement by Contractor, or any of Contractor's employees, agents or subContractors, and from all claims by Contractor's employees, subContractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that County may have benefited from their services. This indemnification provision shall only apply to any and all grossly negligent acts or omissions, willful misconduct or grossly negligent conduct, whether active or passive, on the part of Contractor or Contractor's employees, subContractors or agents. This section shall survive the expiration or early termination of the Agreement.

15.2 By County: Except as otherwise provided herein, to the fullest extent permitted by law, County shall defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with any act or omission of County, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the County's obligations under this Agreement. The County shall also defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the acts of Contractor or its employees, agents, or subconsultants while acting within the course and scope of providing services to County under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Contractor. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS: The failure of County or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this

Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of County, and County shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall be responsible for providing proper compensation to its employees and all other Contractor representatives per Contractor's agreed terms in each Exhibit, Schedule or Contract Amendment, and no employee or contractor of Contractor shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from County, whether or not County affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable County shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; County agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any employee of Contractor.

18. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the County. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the County and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the County and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Cochise County, State of Arizona. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Contractor under this Agreement shall be and remain the property of County and shall be forwarded to County at any time County requires such papers.

21. LICENSES AND PERMITS: Contractor represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. Contractor understands that the activity described herein may constitute “doing business in the “County of Cochise County” and Contractor agrees to obtain any necessary business tax license of the County of Cochise County’s County Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate County limits, will invoke the same business tax regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any required business tax license. Failure of Contractor to obtain said permits prior to the commencement of its work shall constitute a breach of this agreement.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Contractor. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of County.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between County and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

26. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Contractor acknowledges, by signature to this agreement, that: Contractor is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Contractor's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the County. The County retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Immigration Warranty. Contractor agrees to assist the County in regard to any random verification(s) performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. NO KICK-BACK CERTIFICATION: Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the County Council or any employee of the County has an interest, financially or otherwise, in the Contractor's firm. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Contractor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

30. BOYCOTT OF ISRAEL: In signing this Agreement, Contractor certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

INTERIM PUBLIC MANAGEMENT, LLC
an Arizona limited liability company

By: _____
Tim Pickering, President

COCHISE COUNTY
an Arizona municipal corporation

By: _____
Ann English, Chair

ATTEST:

By: _____
Arlethe Rios, Clerk of the Board

EXHIBIT A

County: Cochise County, Arizona

Services: Interim Planning Director

Expected Commencement Date for Engagement: April 12th, 2017

Expected Services Performance: Four-ten days per week, typically Monday through Thursday.

Fees: County shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

<u>Services Fees:</u>	The County shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to the Town: \$3,977 per week, per Consultant or other IPM resource
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The Services Fees set forth above shall increase by five percent on January 1, 2018 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If County expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, County hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until October 12, 2017 and shall continue month to month after said date if mutually agreed upon in writing. After, October 12th, 2017 this Schedule may be terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. It is understood and agreed that if for any reason the Consultant originally appointed cannot perform his duties, the County, in its sole discretion, may terminate this Agreement or request that Contractor provide a substitute. Should the County terminate the agreement without cause before October 12, 2017, County shall pay to IPM as a termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of County's early termination and October 12, 2017.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

COUNTY: COCHISE COUNTY

By: _____
Ann English, Chair Date

ATTEST:

By: _____
Arlethe Rios, Clerk of the Board

**AGREED TO AND ACCEPTED BY:
INTERIM PUBLIC MANAGEMENT, LLC:**

By: _____
Tim Pickering, CEO Date