

**SCHEDULE C  
TO  
PROFESSIONAL SERVICES AGREEMENT**

Effective Date of Schedule: July 3, 2019

Client: City of Flagstaff, Arizona

Services: Interim Human Resources Director

Expected Commencement Date for Engagement: Monday, July 15, 2019

Expected Services Performance: 5 days per week, typically Monday through Friday

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

Services Fees:	Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to Client: \$4,450 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, 2020 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Consultant work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client 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 18, 2019 and shall continue month to month after said date. After, October 18, 2019 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. Should the Client terminate the agreement terminate before October 18<sup>th</sup>, 2019, Client 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 Client's early termination and October 18<sup>th</sup>, 2019.

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

Client: City of Flagstaff Arizona

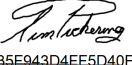
  
By: Barbara Goodrich, City Manager 7/3/19  
Date

ATTEST:

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Agreed to and accepted by Interim Public Management, LLC:

DocuSigned by:  
  
By: 35E943D4FE5D40E 7/3/2019  
Tim Pickering, CEO Date