

**SCHEDULE D
TO
PROFESSIONAL SERVICES AGREEMENT C-19-0599 BETWEEN THE PARTIES
DATED JUNE 25, 2019 AND EXTENSIONS THERETO**

Effective Date of Schedule: April 19th, 2021

Client: City of Glendale, Arizona

Services: Interim Fire Plans Examiner

Expected Commencement Date for Engagement: April 20th, 2021

Expected Services Performance Schedule: 3 days per week, typically Tuesday through Thursday, off-site.

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

Services Fees:	The Client shall pay IPM the following fee for each week during which the Consultant or other IPM representatives provide Services per the Expected Services Performance Schedule to the Client: \$2,699 per week, per Consultant or other IPM resource. If applicable Weekly rates shall be prorated on a daily basis to exclude holidays and vacations. Client shall be responsible to pay any alternative pension contributions if required by state law that arise as a result of the Services provided hereunder; Client agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any Consultant.
Expense Fees:	Although none are anticipated, if Client desires to bring Consultant on site, Client shall reimburse IPM for the following expenses: actual cost for business-related airfare, lodging and mileage to and from Client's place of business at standard IRS rates.

The Services Fees set forth above shall increase by five percent on November 1, 2021 and annually thereafter. Services Fees may be prorated by IPM as appropriate.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until October 21st, 2021 and shall continue month to month after said date. City may elect to terminate the Schedule effective on or after October 21st, 2021 by providing IPM at least 15 days' prior written notice. Before October 21st, 2021 this Schedule may be terminated either (a) by either party without cause by providing the other party 15 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 before October 21st, 2021, 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 21st, 2021.

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

Client: City of Glendale, Arizona

By: Kevin R. Phelps, City Manager Date

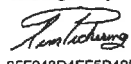
ATTEST:

Julie K. Bower
City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Agreed to and accepted by Interim Public Management, LLC:

By: DocuSigned by:

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Tim Pickering, CEO Date