

PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL MANAGEMENT-LEVEL ADMINISTRATIVE SERVICES

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Interim Public Management, LLC ("IPM") ("Consultant"), an Arizona limited liability company, authorized to do business in the State of Arizona, as of the 25th day of June, 2019 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Schedule A**, Professional Services Agreement C- Between the Parties dated June 26, 2019;
- B. City desires to retain the professional services of IPM to perform certain specific duties and produce the specific work as set forth in various attached **Schedules**, Professional Services Agreement Between the Parties as agreed from time to time;
- C. IPM desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and IPM desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. IPM shall provide professional administrative services to the City on an as assigned, as-needed basis. For each assignment hereunder, prior to the start of work on any such assignment, the City and IPM will mutually agree to a scope and description of the Services to be provided, the expected start date, the applicable fees and expenses IPM may charge to complete the work, the persons provided by IPM to perform the work and any other relevant details regarding the Services to be provided pursuant to the assignment. The terms and conditions of each assignment shall be set forth in a Schedule to this Agreement. Such Schedule must be executed by the Manager and IPM prior to the commencement of the work detailed in the Schedule and such Schedule, once executed, shall be incorporated into and become an enforceable part of this Agreement. Schedule A, as attached hereto, is one such assignment and its terms and conditions shall be immediately binding on the parties on the Effective Date of this Agreement.

1.2 Project Team.

a. Project Manager.

- (1) The individual(s) to be provided by IPM to perform the Services shall be referred to herein as each a "Consultant" and collectively the "Consultants." In addition, the Consultants, other IPM representatives and the Chief Executive Officer of IPM (the "CEO") will be reasonably available by telephone and email to City for additional workdays and/or hours, subject to appropriate additional charges based on the fee structure set forth in the applicable Schedule, if such additional work and charges have been pre-approved in writing (email acceptable) by the Manager; and
- (2) IPM and City agree each such Consultant has been selected to perform the Services after mutual consultation and is a suitable individual with sufficient education and prior experience to provide the designated Services to the City. IPM may replace a Consultant if such Consultant becomes unavailable to IPM for

any reason. In the event the Consultant agreed upon by IPM and the City must be replaced, IPM will endeavor to provide a reasonably sufficient replacement Consultant within two (2) weeks, and this Agreement and the applicable Schedule shall then apply with respect to that replacement Consultant. IPM may use secondary vendors to fulfill any or all of its obligations hereunder without securing City's consent.

b. Consultant.

- (1) The Consultant and all other employees assigned to the Project by IPM will comprise the "Project Team."
- (2) Consultant will have responsibility for and will supervise all other employees assigned to the Project by IPM.

c. Discharge, Reassign, Replacement.

- (1) IPM acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Schedule A**.
- (2) IPM will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project without giving City prior written notice unless that person leaves the employment of IPM, in which event the substitute must first be interviewed by City.
- (3) IPM will consider changing any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. IPM shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with **Schedules A**.

3. **Consultant's Work.**

3.1 **Standard.** IPM must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** IPM agrees to comply, and to ensure that its Consultants, employees, contractors, subcontractors, vendors, suppliers, representatives or agents, comply with any and all applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City. City agrees to comply with its

obligations under all applicable laws, regulations and orders, including but not limited to, laws relating workplace safety and employment discrimination. City represents that its actions under this Agreement do not violate its obligations under any agreement it has with any labor union.

IPM 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. IPM 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.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, IPM will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, IPM will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, IPM will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, IPM grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C. § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
- b. Delivery. IPM will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with IPM, the City agrees to indemnify and hold IPM harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. The City agrees to pay IPM the following fee for each week during which IPM or other IPM representatives provide Services per the Expected Services Performance Schedule to the City: as set forth in a Schedule(s) to this Agreement, per Consultant or other IPM resource. If applicable, the City shall be responsible to pay any alternative pension contributions if required by state law that arise as a result of the Services provided hereunder; City agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any Consultant.

- a. If the City expressly approves or requests that IPM or an IPM representative work overtime hours (more than forty hours per work week), and if IPM is required to pay

overtime rates for such work, the City hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Service Fees rates set forth above.

- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by IPM without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Schedule to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Schedule and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse IPM for certain out-of-pocket expenses necessarily incurred by IPM in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel, lodging and car mileage, subject to the following:
- a. Actual cost for business-related mileage to and from the City's place of business at standard IRS rates; and pay an administrative charge of 15% on all reimbursed expenses; and
 - b. The Reimbursable Expenses in this section are approved by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. IPM will submit semi-monthly invoices for all amounts arising hereunder. City will attempt to pay such invoices on net 10-day payment terms. Any payments not made within 45 days shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. In addition to charging interest, IPM reserves the right to suspend performance of the Services while any amount due hereunder is past due and remains unpaid.
- b. The period covered by each Payment Application will be semi-monthly.

5.2 Payment.

- a. In consideration of the Services to be rendered by IPM, City shall pay to IPM all fees and expenses as provided in the terms and conditions of any agreed upon Schedule.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

5.4 In addition to the fees and expenses City agrees to pay IPM pursuant to any Schedule appended hereto, City agrees to pay IPM a "finder's fee" equal to 20.8% of the annualized salary, fees or other compensation to be paid to or for the benefit of any employee City hires, contracts with or engages in any way, directly or indirectly, as a result of any Service provided by IPM under this Agreement. Such "finder's fees" shall be due and payable to IPM within 30 days of the City hiring, contracting with or engaging any employee or Consultant identified, recommended or referred to the City by IPM.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

7. **Conflict.** IPM acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, IPM shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover IPM, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGI): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage and **\$2,000,000** general aggregate.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability: IBM must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by IPM, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions IPM is legally liability, with a liability insurance limit of **\$1,000,000** for each claim and a **\$1,000,000** annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, IPM must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses")

asserted by a third-party (i.e. a person or entity other than City or IPM) and that arises out of or results from IPM'S negligent or willful actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by IPM), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, IPM will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of IPM or of any person or entity for whom IPM is responsible.
- c. IPM is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the IPM. General liability coverage can be provided in the form of an endorsement to IPM's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, **IPM's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of IPM's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless IPM has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **IPM hereby agrees to waive its rights of subrogation which any insurer may acquire** from IPM by virtue of the payment of any loss. IPM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, IPM shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive IPM's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

IPM's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by IPM to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to reasonably modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **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.
11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 12.2 Representatives.
- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:
Interim Public Management, LLC

Timothy G. Pickering, CEO
16868 North Stoneridge Court
Fountain Hills, Arizona 85268

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Kevin Phelps
5850 W. Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.


- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.**
- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period, unless and until this Agreement is terminated, in whole or in part, by either party by providing the other party 30 days' prior written notice of termination. Termination of this Agreement and all attachments or amendments hereto shall become effective, and any work being performed under this Agreement shall cease upon the effective date thereof. The City Manager in his or her sole, unreviewable discretion, may renew the term of this Agreement for four (4) one-year terms, upon the mutual agreement of the parties. The City shall give IPM notice of its intent to renew at least 30 days in advance of the anniversary of the Effective Date of this Agreement. Any failure by the City to provide such notice of intent to renew shall terminate this agreement, unless the parties agree otherwise.
- 15.2 Extension for Procurement Process. 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 six (6) 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 (30) 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.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Schedule A Professional Services Agreement C- Between the Parties Dated June 26, 2019.


(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

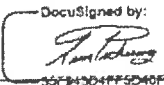
ATTEST:


Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Interim Public Management, LLC ("IPM"),
an Arizona limited liability company

DocuSigned by:

By: Tim Pickering
Its: CEO

**SCHEDULE A
TO
PROFESSIONAL SERVICES AGREEMENT C- BETWEEN THE PARTIES
DATED JUNE 26, 2019.**

Effective Date of Schedule: July 1, 2019

Client: City of Glendale, Arizona

Services: Interim Special Project Consultant

Expected Commencement Date for Engagement: July 1, 2019

Expected Services Performance Schedule: 5 days per week, typically Monday through Friday, excluding holidays with one day a week off-site.

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

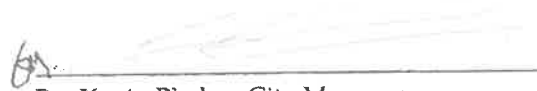
Services Fees:	The Client shall pay IPM the following fee for each week during which the Consultant or other IPM representatives provide Services per the Expected Services Performance Schedule to the Client: \$4,485 per week, per Consultant or other IPM resource. If applicable Client shall be responsible 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:	Client shall reimburse IPM for the following expenses: actual cost for business-related mileage to and from Client's place of business at standard IRS rates; and pay an administrative charge of 15% on all reimbursed expenses.

The Services and Expense 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 Contractor work overtime hours (more than forty hours per work week), 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 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.

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

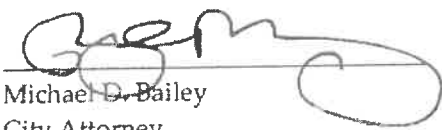
Client: City of Glendale, Arizona


By: Kevin Phelps, City Manager 7/5/19
Date

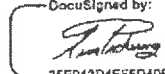
ATTEST:


Julie K. Bower
City Clerk (Seal)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Agreed to and accepted by Interim Public Management, LLC:

DocuSigned by:

By: 35FB43D4FF5D40F 6/27/2019
Tim Pickering, CEO Date

**SCHEDULE B
TO
PROFESSIONAL SERVICES AGREEMENT C-19-0599 BETWEEN THE PARTIES
DATED JUNE 25, 2019.**

Effective Date of Schedule: August 21, 2019

Client: City of Glendale, Arizona

Services: Interim Deputy City Manager

Expected Commencement Date for Engagement: August 28, 2019

Expected Services Performance Schedule: 5 days per week, typically Monday through Friday, excluding holidays and vacations.

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

<p>Services Fees:</p>	<p>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: \$4,695 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.</p>
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The Services and Fees set forth above shall increase by five percent on July 1, 2020 and annually thereafter. Service Fees under this Schedule shall not exceed \$192,495. Services Fees may be prorated by IPM as appropriate. In addition, Section 5.4 of Professional Services agreement between the parties for which this is an attachment, is hereby waived by IPM.


Term: Term: This Schedule shall commence upon its stated Commencement Date and shall continue until June 30, 2020. City may elect to terminate the Schedule effective June 30, 2020 by providing IPM at least 15 days' prior written notice. Before June 30, 2020 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 January 31, 2020, 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 June 30, 2020.

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


Client: City of Glendale, Arizona


for By: Kevin R. Phelps, City Manager _____ Date

ATTEST:


Julie K. Bower
City Clerk (Seal)

APPROVED AS TO FORM:

* AS NOTED ON GREEN STREET
Michael D. Bailey
City Attorney 

Agreed to and accepted by Interim Public Management, LLC:

By: _____
Tim Pickering, CEO Date

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:

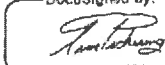
Julie K. Bower
City Clerk

(Seal)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Agreed to and accepted by Interim Public
Management, LLC:

DocuSigned by:

By: _____
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8/23/2019

Tim Pickering, CEO

Date

C19-0599-2



CONTRACT EXTENSION LETTER

April 21, 2020

Interim Public Management
16868 N Stoneridge Court
Fountain Hills, AZ 85268

Re: Contract Extension for Contract No. C19-0599

Dear Mr. Pickering,

Contract No. C-19-0599 will be expiring on June 25, 2020. By signing this letter, Interim Public Management hereby acknowledges this contract extension and its intent to follow all terms of the original contract. This is for an extension only. The extension term is June 25, 2020 (Effective Date) through June 25, 2021.

Please send a signed copy of the updated insurance certificate for the extension term to the address or email below before the new extension starts.

City of Glendale - City Manager's Office
C/O Amy Handlong
5850 West Glendale Avenue, Ste 431
Glendale, AZ 85301
ahandlong@glendaleaz.com

DocuSigned by:

35F843D4FF5D40F...

Tim Pickering
President & CEO
Interim Public Management

Lisette Camacho
Materials Manager
City of Glendale

Julie K. Bower
City Clerk
City of Glendale

Department Director Approval

Contract Analyst Approval



Amendment to

City of Glendale Schedule B No C-19-0599-01 dated August 21, 2019 attached to Professional Services Agreement No. C-19-0599

This Amendment to Schedule B dated August 21, 2019 ("Schedule") attached to Agreement No. C-19-0599 is entered into by the City of Glendale, a municipal corporation of the State of Arizona ("City"), and Interim Public Management, LLC, an Arizona limited liability company ("Contractor"), and is made effective June 30, 2020.

Recitals

- A. The Schedule was entered on or about August 21, 2019 for the Contractor to provide interim Deputy City Manager level consulting services to the City, on an as-needed basis and as requested by the City.
- B. The Schedule will presently expire on June 30, 2020.
- C. Professional Services Agreement No. C-19-0599 was extended on April 21, 2020 to extend the term from June, 25, 2020 through June 25, 2021.
- D. The parties mutually desire to amend the Schedule as follows:

Amendment

- 1. Section 1, "Term of Schedule" is hereby amended to reflect that in accordance with the terms and conditions of the Contractor Schedule, the term of the Contractor Schedule shall be extended for the period from the June 30, 2020 through July 31, 2020.
- 2. Section 2, "Fees of Schedule", is increased by an amount not to exceed \$25,000 by replacing the reference to "\$192,495" in Section 2 with "not to exceed \$217,495" ending on or about July 31, 2020.
- 3. Contractor waives the City's obligation in Section 5.4 of the Agreement No. C-19-0599, as amended, so that City will not pay to Contractor any "finder's fee" or other similar fee.
- 4. Except as otherwise amended, all other terms and conditions of the Schedule and any prior amendments not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among amendments and the Schedule, the document in the following order prevail and control; (a) the most recent amendment; and (b) the original Schedule.

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

Client: City of Glendale, Arizona



for By: Kevin R. Phelps, City Manager Date

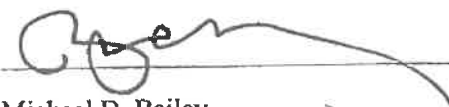
ATTEST:



Julie K. Bower

City Clerk (Seal)

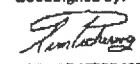
APPROVED AS TO FORM:



Michael D. Bailey

City Attorney

Agreed to and accepted by Interim Public Management, LLC:

DocuSigned by:

35F843D4FF5D40F...

6/17/2020

By: _____

Tim Pickering, CEO

Date

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

Effective Date of Schedule: January 22, 2021

Client: City of Glendale, Arizona

Services: Interim Planning Administrator

Expected Commencement Date for Engagement: January 25, 2021

Expected Services Performance Schedule: 5 days per week, typically Monday through Friday, excluding holidays and vacations.

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: \$4,385 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:	Client shall reimburse IPM for the following expenses: actual cost for business-related 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 July 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 May 28th, 2021 and shall continue month to month after said date. City may elect to terminate the Schedule effective on or after May 28, 2021 by providing IPM at least 15 days' prior written notice. Before May 28, 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 May 28, 2021, Client shall pay to IPM as a termination fee and not as a penalty fifty percent

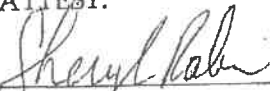
(50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and May 28, 2021.

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:


for 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: See next page
Tim Pickering, CEO Date

(50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and May 28, 2021.

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

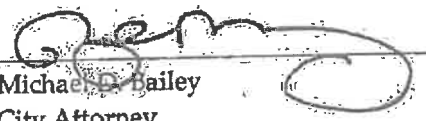
Client: City of Glendale, Arizona


By: Kevin R. Phelps, City Manager Date

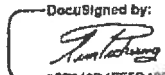

ATTEST:


Julie K. Bower
City Clerk (Seal)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Agreed to and accepted by Interim Public Management, LLC:

DocuSigned by:

By:  35FB49D4FF5D40E 1/22/2021
Tim Pickering, CEO Date

C19-0599-5

Glendale
ARIZONA
CONTRACT EXTENSION LETTER

April 21, 2021

Interim Public Management
ATTN TO: Tim Pickering
SENT VIA EMAIL: TIM@INTERIMPUBLICMANAGEMENT.COM
16868 N Stoneridge Court
Fountain Hills, AZ 85268

Subject: Contract Extension 2 of 4 for Contract No. C19-0599/ 32000004 for
Professional Management-Level Administrative Services

Dear Mr. Pickering,

Contract No. C19-0599 will be expiring on June 24, 2021. By signing this letter, Interim Public Management hereby acknowledges this contract extension and its intent to follow all terms of the original contract. This is for an extension only. The extension term is June 25, 2021 (Effective Date) through June 24, 2022.


Please send a signed copy of the updated insurance certificate for the extension term to the address or email below before the new term.

Budget & Finance, Procurement Division

City of Glendale – City Manager’s Office
Amy Handlong
5850 W. Glendale Ave. Suite 431
Glendale, AZ 85301
AMhandlong@glendaleaz.com

Designated by:

Tim Pickering
President & CEO
Interim Public Management


Levi D. Gibson, CPA, M. Acc.
Materials Manager
City of Glendale

E-SIGNED by Julie Bower
on 2021-05-04 09:03:02 MST

Julie K. Bower
City Clerk
City of Glendale

Department Director Approval



Contract Analyst Approval



**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

Kevin R. Phelps 4/22/21
By: Kevin R. Phelps, City Manager Date

ATTEST:

E-SIGNED by Julie Bower
on 2021-05-12 08:49:50 MST

Julie K. Bower
City Clerk (Seal)

APPROVED AS TO FORM:
E-SIGNED by Michael Bailey
on 2021-05-12 08:47:01 MST

Michael D. Bailey
City Attorney

Agreed to and accepted by Interim Public
Management, LLC:

DocuSigned by:
Tim Pickering 4/15/2021
By: MEMBERSHIP Date
Tim Pickering, CEO



C19-0599-7

CONTRACT EXTENSION LETTER

May 13, 2022

Interim Public Management
ATTN TO: Tim Pickering
SENT VIA EMAIL: Tim@Interimpubliсmanagement.com
16868 N Stoneridge Court
Fountain Hills, AZ 85268

Subject: Contract Extension for Contract No. C19-0599 / 320000004
Professional Management-Level Administrative Services

Dear Mr. Pickering,

Contract No. C-19-0599 will be expiring on June 25, 2022. By signing this letter, Interim Public Management hereby acknowledges this contract extension and its intent to follow all terms of the original contract. This is for an extension only. The extension term is June 26, 2022 (Effective Date) through June 25, 2024.

Please send a signed copy of the updated insurance certificate for the extension term to the address or email below before the new extension starts.

City of Glendale - City Manager's Office
C/O Amy Handlong
5850 West Glendale Avenue, Ste 431
Glendale, AZ 85301
ahandlong@glendaleaz.com

Declassified by:

[Signature]

Tim Pickering
President & CEO
Interim Public Management

E-SIGNED by Julie K. Bower
on 2022-05-24 14:24:12 MST

[Signature]
Levi D. Gibson, CPA, M.Acc.
Materials Manager
City of Glendale

Julie K. Bower
City Clerk
City of Glendale

Department Director Approval

[Signature]

Contract Analyst Approval

[Signature]