CITY CLERK
ORIGINAL

C-8901-1
06/05/2014

AMENDMENT TO CITY OF GLENDALE CONTRACT C-8901

THE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") entered into on May 13, 2014 between the City of Glendale, a municipal corporation of the State of Arizona ("City") acting through its City Manager (the "Manager"), and Interim Public Management, LLC, an Arizona limited liability company ("IPM"), authorized to do business in the State of Arizona, is hereby amended to provide that IPM shall provide professional administrative Services to the City as contained in the attached Schedule B.

All other terms and conditions of the Agreement shall remain in full force and effect as originally drafted and agreed.

IN WITNESS WHEREOF the parties have executed this Amendment, effective this 5th day of June, 2014.

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Interim Public Management, LLC, an Arizona limited liability company Inc.

By: Tim Pickering
Its: Chief Executive Officer

SCHEDULE B
TO
PROFESSIONAL SERVICES AGREEMENT

Effective Date of Schedule: June 5, 2014

City: Glendale, Arizona

Services: Interim Public Works Director

Expected Commencement Date for Engagement: Monday June 9, 2014.

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

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

Services Fees:	The City 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 City: $3,450.00 per 40-hour week, per Consultant or other IPM resource. If it is determined that City is responsible to pay any alternative pension contributions under State law as a result of Consultant providing the Services hereunder to the City, the City agrees that it shall otherwise pay no wages, salary or other form of direct or indirect compensation, including employee benefits, to Consultant.

The Services and Expense Fees set forth above shall increase by five percent on January 15, 2015 and, if the Agreement is renewed in accordance with Paragraph 3 therein, for any year such renewal is effective. Services Fees may be prorated by IPM, in accordance with Paragraph 4 of the Agreement. If City expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, City hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees hourly rate using the weekly compensation rate set forth above.

Term: For this Amendment only, the Term of Agreement as contained in Paragraph 3 is modified as follows: The Services to be provided pursuant to this Schedule B shall commence upon the Expected Commencement Date and continue for a maximum of ninety (90) days. Services performed pursuant to this Amendment may be terminated prior to the conclusion of the ninety (90) day term herein: (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 and an opportunity to cure such cause. If the party seeking to terminate the Agreement agrees that such cause has been cured during the first seven (7) days of the fifteen (15) day notice period, then such notice of termination shall be considered withdrawn and have no force or effect.