

SCHEDULE F

TO

PROFESSIONAL SERVICES AGREEMENT DATED JULY 2, 2014

Effective Date of Schedule: August 5, 2021

Client: The Town of Paradise Valley, Arizona

Services: Interim Chief Financial Officer

Expected Commencement Date for Engagement: Friday, August 6, 2021

Expected Services Performance Schedule: As mutually agreed upon by Manager and Contractor, beginning August 16, 2021, a four day/ten hours per day work schedule, typically Monday through Thursday (a 4/10 schedule), on and off-site with approval of Manager, excluding holidays. Beginning August 6, some initial days as Contractor is available.

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: \$4,214 per week, per Consultant or other IPM resources. Client shall pay a pro-rated amount for Services in which the Consultant or other IPM resource provides less than full-time work week.
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The Services Fees set forth above shall increase by five percent on July 1, 2022 and annually thereafter.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until November 19, 2021, and shall continue month to month after said date with mutual consent of the parties (email acceptable). After, November 19, 2021 this Schedule may be terminated either (a) by either party without cause by providing the other party 7 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (7) 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 November 19, 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, including at the pro-rated amount for weeks in which the Expected Services Performance Schedule is less than a full-time work schedule, for each week remaining between the date of Client's early termination and November 19, 2021.

Prohibited Acts: The IPM Consultant shall not represent another person for compensation before the Client's governing body or boards or commissions for 12 months after completing Services, concerning any matter Consultant personally participated during the course of providing Services. In addition, for at least two years after completing Services, Consultant shall not disclose or use for Consultant's personal profit, without authorization from Client's governing body, any information acquired by Consultant while providing Services which is designated as confidential or which is known to Consultant to be confidential and preserving its confidentiality is necessary for the proper conduct of government business. Under no circumstances does the Town authorize the Consultant, now or in the future, to take any action that, to his knowledge, would constitute a waiver of any privilege or protection belonging to the Town of Paradise Valley (e.g., attorney-client communications or attorney work product), without prior express consent from the Town's governing body.

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

Client: Town of Paradise Valley, Arizona

DocuSigned by:
Jill Keimach 8/5/2021
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By: Jill Keimach, Town Manager Date

Agreed to and accepted by Interim Public Management, LLC:

DocuSigned by:
Tim Pickering 8/5/2021
By: 35F043D4FF5D40F...
Tim Pickering, CEO Date