

CITY CLERK
ORIGINAL

C-9299
10/24/2014

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and, Ted Moeller, ("Consultant") as of the 24 day of OCTOBER, 2014 (the "Effective Date").

RECITALS

- A. City wishes to employ Consultant to perform database work for City's Information Technology Department.
- B. City and Consultant wish to memorialize their agreement with this document.

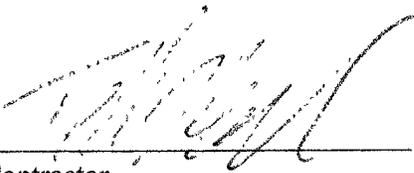
AGREEMENT

NOW, THEREFORE, in consideration of the recitals, covenants and promises contained in this Consulting Agreement, the Parties agree as follows:

1. Consulting Services. City will employ the Consultant to perform the following services: Consultant will perform work on City's Oracle databases, including (1) migrating from the Disaster Recovery server to the City's new DR server, including loading, testing and validating Microsoft ODBC Driver for retrieval of SQL server data, migrating secondary backup of archived transactions sent to new DR server, and establishing DR areas for oracle databases on new DR and (2) apply Oracle software patching to existing Oracle database servers.
2. Term of Agreement. The Agreement begins on the Effective Date and ends either after the work described in **Paragraph 1** is finished or December 31, 2014, whichever occurs first. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party in writing
3. Payment. Consultant will receive One Hundred Dollars (\$100) per hour for Consultant's services pursuant to this Agreement. Consultant will submit an itemized statement detailing Consultant's time spent and services rendered, and City will pay Consultant the amounts due as indicated by such statements within fifteen (15) days of receipt. The compensation paid by City to Consultant will not exceed One Thousand Dollars (\$1000)

4. Independent Contractor. City and Consultant agree that the Consultant will act as an independent contractor in the performance of Consultant's duties under this Agreement. Accordingly, the Consultant is responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fee as required.
5. Confidential Information. Consultant will treat as confidential any information received, viewed or obtained in any way by Consultant during Consultant's performance of his obligations under this Agreement, and Consultant will not reveal any such information to any other persons, firms, or organizations.
6. Miscellaneous. This Agreement is subject to A.R.S. § 38-511 and A.R.S. § 41-4401, *et seq.* This Agreement is governed by the laws of the State of Arizona. Any litigation between the parties concerning this Agreement will be initiated in Maricopa County. This Agreement is not construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. This Agreement contains all agreements between the parties with respect to any matter mentioned in the Agreement, and no other prior or contemporaneous agreement or understanding is effective. This Agreement may be modified only in writing, signed by the Parties in interest at the time of the modification.

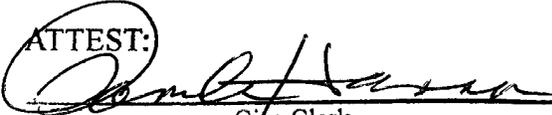
[SIGNATURES ON FOLLOWING PAGE]


Contractor


City

10-17-2014
Date

10/23/14
Date

ATTEST:

City Clerk

Approved as to form


City Attorney