

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the "Contract") is made and executed as of the 18th day of July, 2016, by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and Garretson Technology, LLC ("Independent Contractor"). Glendale and Independent Contractor agree to the following terms and conditions and for the period set forth in this Contract.

1. **Position.** Independent Contractor will perform the duties of a Systems Analyst (the "Position").
2. **Duties.**
  - 2.1 Independent Contractor's initial duties shall consist of (1) completing the installation of Glendale City Court's electronic evidence display system and check-in system, (2) orientation and training for Glendale City Court's new information technology personnel, and (3) other duties as assigned.
  - 2.2 Glendale may assign Independent Contractor to different or additional duties as it determines is reasonably necessary.
  - 2.3 Independent Contractor will devote his best professional efforts to the duties of the Position during the term of this Contract, and all functions will be performed in a professional manner.
3. **Term.** This at-will contractual relationship shall commence on July 18, 2016 and will end on June 30, 2017, unless earlier terminated by Glendale.
4. **Compensation and Benefits.**
  - 4.1 **Compensation.**
    - (A) Glendale will compensate Independent Contractor for services rendered by Independent Contractor under this Contract in the amount of Eighty-Five Dollars (\$85) per hour ("Compensation"). Glendale will periodically review Independent Contractor's basic Compensation in an effort to assure Independent Contractor continued reasonable compensation for Independent Contractor's services. Glendale maintains the right to adjust Independent Contractor's Compensation as Glendale, in its sole discretion, deems appropriate.
    - (B) This Compensation will be paid in installments every two weeks, in accordance with Glendale's regular pay procedure, net of any withholdings as Independent Contractor may request and as are required by applicable law, rule, or regulation.
  - 4.2 **Benefits.** Temporary Personnel's services are in return for Compensation only, and no additional benefits in any form will accrue to this Position during the contractual relationship.
    - (A) With the exception of statutory worker's compensation coverage, Temporary Personnel is solely responsible for securing medical or other insurance coverages.
    - (B) Temporary Personnel is not eligible, and no contribution will be made to, any retirement or other deferred compensation plan.
5. **Conduct.**
  - 5.1 Independent Contractor's activities and conduct will be governed by, and Independent Contractor will abide by, all applicable policies and procedures of Glendale, including Glendale's Human Resources Policies and Procedures, City Manager Directives, guidelines pertaining to ethical conduct, or any other manuals issued in the future ("Employee Conduct Documents").
  - 5.2 Notwithstanding the following:
    - (A) This Contract is the exclusive embodiment of the terms of the contractual relationship between Glendale and Independent Contractor (including the at-will nature of this contractual relationship).

- (B) Any modification or supplementation of the terms of this Contract may only be made effective by further agreement expressed in writing and signed to by the parties.
- (C) Neither course of conduct nor oral representations of any person, regardless of their position within Glendale, can alter the terms of this Contract.

6. **Conflicts of Interest.** At no time will Independent Contractor, or any member of Independent Contractor's family, have any interest, either direct or indirect, in transactions or dealings with Glendale from which Independent Contractor, or Independent Contractor's family, directly or indirectly benefits from the transaction or dealing, unless the transaction or dealing is fair and of direct benefit to Glendale and has been specifically approved by the Department Head.

7. **Termination.**

7.1 Independent Contractor's employment shall terminate automatically at the end of the specified term or upon the expiration or depletion of funding, unless extended by Glendale.

7.2 **"At-Will" Relationship.** This Contract is at-will and may be terminated by Glendale for any reason or for no reason and without cause.

(A) Independent Contractor has no expectation of a continued contractual relationship or employment for any term whatsoever and has, therefore, no vested right, property or otherwise, of continued contractual service.

(B) Nothing in Glendale's Human Resources policies and procedures, including any disciplinary policies or procedures or any other manuals existing or that may be issued in the future, nor any representations by any Glendale employee, can change the at-will nature of this contractual relationship.

8. **No Third-Party Beneficiaries.** Any benefits accruing from the contractual relationship between Glendale and Independent Contractor accrue specially and solely to Independent Contractor.

9. **Miscellaneous.**

9.1 **Disabilities.** Glendale does not discriminate because of disabilities and will make reasonable attempts to accommodate disabilities recognized by law.

9.2 **Severability.** If any provision of this Contract is declared void or unenforceable, that provision will be deemed severed from this Contract; the other provisions of the Contract will remain in full force and effect.

9.3 **Additional Acts and Documents.** Each party agrees to perform their respective obligations and take all actions, and to make, execute and deliver all documents and instruments, as may be reasonably requested to carry out the provisions, intent and purpose of this Contract.

9.4 **Waivers.** Failure of any party to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

9.5 **Integration Clause.** This Contract represents the entire Contract between the parties with respect to the subject matter and supersedes any prior agreement, understanding, negotiations and/or representations previously or contemporaneously made.

9.6 **Oral Modification.** This Contract may not be changed, modified or rescinded except in writing, signed by all parties. Any attempt at oral modification of this Contract shall be null, void and of no effect.

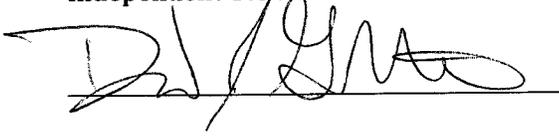
9.7 **Governing Law.**

(A) The parties agree that any dispute arising out of this Contract and/or Independent Contractor's contractual services to Glendale will be resolved under the laws of the State of Arizona.

(B) Suit to enforce any provision of this Contract or to obtain any remedy with respect hereto must be brought in Superior Court, Maricopa County, Arizona.

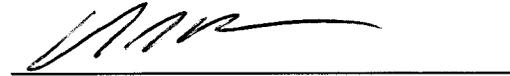
9.8 **No Assignments.** This Contract is personal to each of the parties, and neither party may assign or delegate any of its rights or obligations without the written consent of the other.

**Independent Contractor:**



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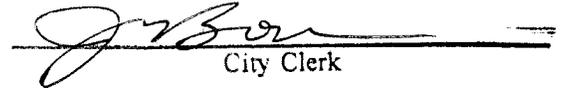
**City of Glendale:**



A handwritten signature in black ink, appearing to be 'Christopher Phelps', written over a horizontal line.

By: Christopher Phelps  
Title: Court Administrator

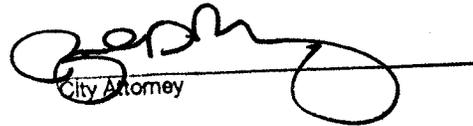
**ATTEST:**



A handwritten signature in black ink, appearing to be 'J. B. ...', written over a horizontal line.

City Clerk

Approved as to form



A handwritten signature in black ink, appearing to be 'C. ...', written over a horizontal line.

City Attorney