

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Chuck Kubal whose address is 206 CLOVERLAND (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2024 through October 15, 2024 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2024. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is _____

Dated: _____

CITY OF GRAND RAPIDS

By: _____

Tasha Connelly, Mayor

By:

Tom Pagel, City Administrator

Dated: 11/25/24

CONTRACTOR

Chuck Rorback