INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of May 13, 2025, by and between:

Client: City of Grand Rapids, Minnesota

Address: 420 N Pokegama Avenue, Grand Rapids, MN 55744

and

Contractor: Mark Gill

Address: 807 Wildflower Lane, Sauk Rapids, MN, 56379

1. Scope of Work

Contractor agrees to deliver a five-hour workshop titled "Basic AI" to municipal workers, financial officers, and other interested employees of the City of Grand Rapids, MN, on May 13, 2025.

2. Compensation

Client agrees to pay Contractor a flat fee of \$1,000.00 for the workshop. Additionally, Client will reimburse Contractor for mileage expenses at the City's customary rate.

3. Payment Terms

Contractor will invoice Client upon completion of the workshop. Payment is due within 30 days of invoice receipt.

4. Independent Contractor Status

Contractor is an independent contractor and not an employee of Client. Contractor is responsible for all taxes and withholdings as required by law.

5. Confidentiality

Contractor agrees to keep confidential any non-public information obtained during the course of the workshop.

6. Termination

Either party may terminate this Agreement with written notice if the other party breaches any material term of this Agreement.

7. Governing Law

This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signature: ______
Name:
Title:
Date:

Contractor:

Signature: _____
Name: Mark Gill

Client: [Authorized Representative]

Date: 4/11/2025