

CITY OF GILBERT
INDEPENDENT CONTRACTOR AGREEMENT FOR CAMPGROUND MANAGER
POSITION
October 1, 2015

This Independent Contractor Agreement made and entered into this 1st day of October, 2015, by and between the City of Gilbert, St. Louis, Minnesota, a municipal corporation, and John and Barbara Rautanen.

THE PARTIES DO CONTRACT AND AGREE AS FOLLOWS:

1. John and Barbara Rautanen (sometimes hereinafter collectively referred to as "Independent Contractor") agree to provide professional campground management services for the Sherwood Forest Campground for the 2016 and 2017 seasons. The 2016 and 2017 seasons will begin on or about May 1st, of each year, when the municipal water is operable and conclude on or about October 15th, when the municipal water is winterized.
2. The amount to be paid to Independent Contractor for the services provided under this contract shall be a total of \$28,000.00, plus 2% of the gross receipts, for each season, with contract payments to be made to Independent Contractor in regular monthly installment payments during the campground season (i.e., May through October) and the 2% of the gross receipts payable at the end of each season.
3. This contract is subject to immediate termination by either party, with or without cause.
4. This contract is intended to constitute an independent contractor agreement by and between the parties and it is intended that John and Barbara Rautanen will not be considered as employees of the City of Gilbert for any purpose and that John and Barbara Rautanen will perform contracted functions in such a manner as to remain an independent contractor as defined by Minnesota law. Under this contract, John and Barbara Rautanen are independent contractors and nothing contained in this contract shall create or be construed as creating the relationship of employer and employee between the City of Gilbert and John Rautanen or between the City of Gilbert and Barbara Rautanen. As independent contractors, John and Barbara Rautanen, shall, at all times, be free to exercise their own initiative, judgment and discretion as to how to best perform the work and provide the services required under this contract. John and Barbara Rautanen acknowledge and agree that they are not entitled to receive any of the benefits received by employees of the City of Gilbert and are not eligible for worker's compensation or unemployment compensation benefits through the City of Gilbert. John and Barbara Rautanen also acknowledge and agree that no withholding or deductions for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due to them under this contract, and that it is John and Barbara Rautanen's sole obligation to comply with the

applicable provisions of all federal and state tax laws with respect to any payments made to John and Barbara Rautanen hereunder.

5. General responsibilities include:

Campground Office:

Keep office clean, welcoming and friendly
Keep public restroom in the office clean and stocked
Keep shower buildings and toilets clean and stocked
Order ice and wood as needed
Answer phone, reply to voice mail and email
Check in guests and make sure each guest is registered and has received a copy of campground rules
Handle cash register, cash, checks, credit card machine accurately
Enforce campground rules
Live on site and be available 24 hours a day, 7 days a week for emergencies or disturbances
Print rules and registration cards
Take complaints and deal with them immediately
Handle campers that are unruly with possible ejection from the facility
Enforce campground rules and comply with Minnesota State Law regarding campgrounds.

Campground area and sites:

Mow and trim when needed
Empty fire pits
Fix picnic tables if needed
Notify City staff and/or the Street Department of damage to water lines
Place garbage containers and put out more if needed
Maintain pavilion, keep clean and make reservations for its use

Bathhouse:

Daily sanitize showers and toilets, clean countertops and mirrors
Keep trash containers emptied
Replace cloth towels, paper towels, toilet paper as needed
Maintain supplies of cloth towels, paper towels, toilet paper and cleaning supplies
Keep shower drains clean, scrub mildew off walls as needed
Keep maintenance room clean and organized

Financial Statements and Management:

Complete and submit daily cash and credit card reports to the Clerk's office
Attend monthly meetings with the City Clerk to review budget items
Attend monthly meetings with the Campground Committee

Attend a minimum of one Council meeting on a monthly basis during the camping season.

Off season responsibilities:

Manage online reservation site

Answer campground phone and handle voice mail messages

Answer campground email messages

Make reservations and accept credit card payments over the phone

Coordinate with City Foreman pre-season set-up and opening date

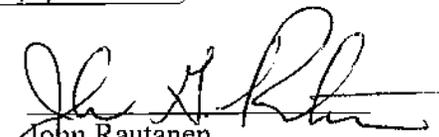
Order necessary supplies for campground opening

6. The independent contractors will have the use of City equipment to perform their job duties. This equipment shall include but not limited to, one tractor mower and one zero turn riding mower, one power gas trimmer, and chain saw. The City will provide all fuel and lubricants for this equipment. The City is responsible for routine servicing, repairs and replacement of equipment due to aging and normal wear.
7. The City will provide the Independent Contractor with a golf cart for use in the performance of campground duties. The City will provide all fuel and lubricants for the golf cart and be responsible for the routine servicing, repairs and replacement of the golf cart due to aging and normal wear.
8. The City agrees to furnish the Independent Contractor with one campsite and provide electricity, water, and sewer connections on site for their RV. The Independent Contractor will live on site during the camping season.
9. The City further agrees to furnish a second site for the Campground Host and provide electricity, water and sewer connections at that site, without charge to the Independent Contractor or Host. The Host will assist the Independent Contractor with duties as the Independent Contractor sees fit. The Host will handle campground operations when the Independent Contractors are off duty and/or off site for four days each month. Independent Contractors agree not to take this time off during holidays or major events happening at the campground. Any monetary compensation paid to Campground Host will be the responsibility of the Independent Contractor.
10. The City agrees that the City shall make all repairs to the buildings, equipment, and furnishings in the Campground, including all pre-season set-up and post season closing down duties at the Campground. The City also agrees to provide help with major grounds keeping such as tree trimming, brushing, etc. as needed.
11. The City shall provide all necessary office supplies, paper products, cleaning supplies, etc. for the bathrooms and office buildings.

12. The City shall provide Independent Contractors with a cell phone and computer for use in taking campground reservations in the off season.
13. In the event that Independent Contractor hires, retains, or assigns any employees or personnel to perform any of the duties and responsibilities required under this contract, then Independent Contractor represents and agrees that they shall provide and carry all required insurances for any of Independent Contractor's employees, including worker's compensation insurance and unemployment compensation insurance. All premiums for and retentions and deductibles under such policies of insurance shall be paid by Independent Contractor. Each such policy of insurance shall contain a clause providing that such policy shall not be cancelled by the issuing insurance company without at least ten (10) days written notice to the City of Gilbert of intent to cancel.
14. The parties to this contract shall not enter into any subcontract for the performance of the services contemplated under this contract nor assign any interest in the contract without prior written consent of the other party to this contract.
15. Any changes, modifications, extensions of or additions to this contract must be in writing and signed by both parties.
16. This contract shall be governed by and construed and interpreted in accordance with the laws of the State of Minnesota.
17. Waiver of any default or breach of this contract shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach of any provision of this contract shall not be construed to be a modification of the terms of this contract, unless it is stated to be as such in a written document approved and signed by both parties to this contract.
18. The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and/or enforceability of the remainder of this contract.

The City Council of the City of Gilbert approved this Independent Contractor Agreement during the City Council meeting held on July 14, 2015.

By: 
Mayor


John Rautanen

By: 
City Clerk-Treasurer


Barbara Rautanen