

CONTRACT FOR STAFF SERVICES
BETWEEN THE CITY OF BLOOMINGTON AND THE BLOOMINGTON PORT AUTHORITY

AGREEMENT entered into this 12th day of January, 2016, between the City of Bloomington, a Minnesota municipal corporation, hereinafter the "City," and the Port Authority of the City, a body politic and corporate of the State of Minnesota, established pursuant to Minnesota Statutes Section 291.49, hereinafter the "Port Authority."

WHEREAS, on August 17, 1981, the City Council of the City established the Port Authority in and for the City pursuant to Resolution No. 81-92; and

WHEREAS, the Port Authority requires professional, technical, and clerical assistance and service from the City; and

WHEREAS, the purposes stated in Resolution No. 81-92 can best be achieved by such professional, technical, and clerical assistance and service from the City.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties hereto agree as follows:

1. Designation of Employees. The City Manager shall designate all necessary and appropriate employees of the City to perform functions required by the Port Authority. The Administrator, as designated by the Port Authority from among those designated employees of the City, shall notify the City Manager, of the professional, technical, and clerical requirements of the Port Authority at least four (4) weeks prior to the time when such service or assistance is required.

2. Conflicts of Interest. The parties hereto agree that supervision, direction, and work responsibilities of persons designated to work for the Port Authority on a day-to-day basis shall be the responsibility of the persons designated by the Port Authority to perform the functions of the Administrator, Chief Financial Officer, and General Counsel. Persons designated by the City Manager to perform functions under the supervision, direction, and control of such persons shall remain employees of the City. Nothing contained herein shall limit the authority of the Port Authority, at its sole discretion, to employ general counsel for the Port Authority.

3. Office Space and Equipment. The Port Authority and its commissioners and employees of the City designated to perform functions for the Port Authority shall have the reasonable use of all equipment and facilities of the City, including but not limited to, desks, chairs, filing cabinets and telephone services.

4. Accounting Services. Accounting services shall be provided through the Finance Department of the City. The Chief Financial Officer of the Port Authority shall establish appropriate records and accounts in order to accomplish the necessary accounting to identify salaries, benefits, and other costs, direct and indirect, as a result of the performance of functions by City employees for the Port Authority. The Chief Financial Officer of the Port Authority shall appropriately account through the Finance Department of the City for such items as space and occupancy, office supplies, data processing charges, and such other items as are properly chargeable to the Port Authority. The City shall submit to the Port Authority, within three (3) weeks of the conclusion of each month, a cumulative cost record, reflecting all charges made to the Port Authority for the preceding month, which shall be paid by the Port Authority after review for accuracy by the Port Authority and approval of the charges. Payment by the Port Authority to the City shall be made within thirty (30) days after receipt of the report of the charges.

5. Additional Services. The City shall provide or make available all information and data relating to any analysis, design, proposals, projects, and other programs being conducted by the Port Authority and shall offer all reasonable assistance to the Port Authority.

6. Equipment. In addition to the equipment and materials described herein, the Port Authority shall have the use of photocopy equipment and the print shop of the City, at the same rates as are charged to any of the City's departments for those services.

7. General Provisions.

a. Work Product. Any of the work product, drawings, designs, applications, and other materials prepared by the professional, technical, and clerical staff assigned to the Port Authority shall remain the property of the Port Authority. The work product, except data and information classified under the Minnesota Government Data Practices Act, shall be made available for reasonable inspection at any time upon request of the City.

b. Liability and Insurance. The City does not assume any responsibility of liability for the acts or omissions of the officers or agents of the Port Authority related to their performance of work for the Port Authority. All persons appointed pursuant to Section 1 of this Agreement are employees of the City; therefore, the City shall provide, at its expense, the same insurance coverage for those persons as is provided to other City employees. At the Port Authority's expense, the City will cause to be provided and maintained at all times during the term of this Agreement the Port Authority as a "named insured" under the City's insurance coverage. The City shall certify to the Port Authority the extent of the insurance coverage which shall include coverage for liability for the acts or omissions of the officers or agents of the Port Authority.

c. Amendments. This Agreement may be amended or modified at any time by written agreement between the parties hereto. Such amendment or modification may be made by either party by giving two (2) weeks written notice to the other party of the intended modification. When accepted by both parties, the amendment or modification shall become binding as part of this Agreement.

d. Minnesota Law to Govern. This Agreement shall be governed by the laws of the State of Minnesota.

e. Terms of Agreement. This Agreement shall become effective upon the approval by the City Council of the City and the Port Authority Board of Commissioners shall continue in effect for one year from the date of execution unless terminated by mutual agreement of the parties.

f. Entire Agreement. This Agreement, when executed, shall be the entire agreement between the City and the Port Authority.

g. Option to Renew. The Port Authority may renew this Agreement for an additional twelve (12) months by giving thirty (30) days written notice to the City Manager before the termination date. The City Manager shall thereafter notify the Port Authority of any reasonable cost increases to be accepted by them prior to the commencement of the new period.

IN WITNESS WHEREOF, the City and the Port Authority have executed this Agreement on the day and year first above written.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

PORT AUTHORITY OF THE CITY OF BLOOMINGTON

Subscribed and sworn to before me this 12th day
of January, 2016.

Cavoy
Notary Public

By [Signature]
Its President

By [Signature]
Its Administrator

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

CITY OF BLOOMINGTON

Subscribed and sworn to before me this _____ day
of _____, 2016.

Notary Public

By _____
Its Mayor

By _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney