

RECORDING SECRETARY SERVICE AGREEMENT

THIS AGREEMENT is made between MINUTE MAKER SECRETARIAL, INC. ("MMS") and the CITY OF BLAINE, ("Blaine").

Blaine wishes to retain the services of MMS to act as recording secretary for all regular, special and workshop City Council, EDA, Planning Commission, Park Advisory Board, Traffic Commission, Special Board of Review, and Natural Resources Conservation Board, meetings during the term of this Agreement, and such special meetings as Blaine shall request of MMS from time to time. MMS will also post approved minutes to Legistar for public viewing on the City's webpage.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Recording Secretary. MMS shall provide a competent, experienced and professional recording secretary to transcribe and submit minutes of all Blaine regular, special and workshop City Council, EDA, Planning Commission, Park Advisory Board, Traffic Commission, Special Board of Review, and Natural Resources Conservation Board meetings and, as requested of MMS by Blaine from time to time, special meetings of its Subcommittees. Minutes of each meeting shall be prepared and submitted via e-mail to such officer as the City Clerk may designate from time to time within five (5) business days after each meeting webcast is posted. MMS will also post approved minutes to Legistar for public viewing on the City's webpage.
2. Equipment. Blaine shall provide for each meeting at the meeting site all equipment required to record the meeting. MMS shall provide all equipment and materials necessary to transcribe and prepare the minutes.
3. MMS Charges. MMS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Forty-Eight and 00/100 dollars (\$148.00) for any meeting up to one (1) hour (billable time) plus Thirty-Five and 50/100 dollars (\$35.50) for each thirty (30) minutes following the first one (1) hour; **or**
 - b. Unit Rate: Forty-Six and 50/00 dollars (\$46.50) for the first hour of meeting time and Thirty-One and 00/100 dollars (\$31.00) for every hour after the first hour plus Fourteen and 00/100 dollars (\$14.00) for each page of draft minutes for submission to the City of Blaine for their preparation of final minutes.
 - c. Thirty-One and 00/100 dollars (\$31.00) per hour for posting approved meeting minutes to Legistar.
4. Billing. When MMS submits the minutes of each meeting, MMS shall bill Blaine on MMS' standard invoice form, which itemizes length of meeting and the number of pages of draft minutes prepared by MMS of each meeting. Blaine agrees that it will submit each MMS invoice with the next bill list or other applicable expense authorization list to be considered by the Blaine City Council or the authorizing official of the Council.

5. Term. This Agreement shall become effective on January 1, 2020, and shall continue in force until December 31, 2020. Either party may cancel this Service Agreement with or without cause upon thirty (30) days written notice; otherwise the Agreement shall remain in force.
6. Delegation. MMS may, from time to time, appoint one or more persons and delegate its duties as recording secretary hereunder to its employees. MMS warrants that any delegates will meet the minimum standards outlined in Section 1 of this Agreement.
7. No Approach for Hire. Blaine agrees that during the term of this Agreement and any extension to it, and for a period of six (6) months thereafter, it will not employ, hire, subcontract with, or otherwise engage as a recording secretary a person or an entity formed by a person who has acted as a recording secretary of MMS.
8. Agreement Extension/Modification. At the end of the term of this Agreement or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement in writing.
9. Independent Contractor. The parties of this Agreement agree that MMS is an independent contractor. MMS is not an employee of the City and is not entitled to the benefits provided by the City to its employees, including but not limited to, health, worker's compensation and employment insurance, and pension or employee benefit plans.
10. Indemnification. MMS shall indemnify the City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contribution imposed or required under employment insurance, social security and income tax laws, with respect to MMS' employees engaged in performance of the Agreement.
11. Compliance with Applicable Regulations. MMS shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices.
12. Worker's Compensation. MMS shall obtain and maintain for the duration of this Agreement, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

January __, 2020

CITY OF BLAINE

By _____
Tom Ryan
Its _____
Mayor

By _____
Michelle Wolfe
Its _____
City Manager

Dated: December 31, 2019

MINUTE MAKER SECRETARIAL, INC.

By: Heidi Guenther
Heidi-Guenther
Its: President & CEO