

**PROFESSIONAL SERVICES AGREEMENT  
WITH M. D. WILLIS, INC. FOR TRANSCRIPTION SERVICES**

This PROFESSIONAL SERVICES AGREEMENT is made this 17th day of September, 2024, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("CITY"), and M. D. Willis, Inc., a corporation organized under the laws of the State of Idaho, whose address is 1695 E. Comisky, Meridian, Idaho ("CONTRACTOR").

**WHEREAS**, as part of its records, CITY desires to produce minutes and verbatim transcripts of hearings; and,

**WHEREAS**, CONTRACTOR is in the business of providing stenographic services to public bodies, and others who need verbatim transcripts; and

**WHEREAS**, CITY and CONTRACTOR desire to enter into an agreement whereby CONTRACTOR would furnish stenographic services to the CITY;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services:** CONTRACTOR shall perform all the necessary services provided under this agreement in connection with producing minutes and verbatim transcripts of hearings in proceedings before the Meridian City Council and the Meridian City Planning and Zoning Commission. CONTRACTOR agrees to attend four (4) regular City Council meetings each month, and two (2) regular scheduled Planning and Zoning Commission meetings each month, and at those meetings, to transcribe the proceedings as to produce minutes and verbatim transcripts. Within five working days following the meeting, CONTRACTOR will furnish to the City Clerk's office, via e-mail attachment, a final transcript. The transcript shall be formatted in Microsoft Word, single spaced, with margins of not more than one inch each on all sides, on an 8 1/2" x 11" page, with the font to be Arial 12 pitch.

In the event CITY requires additional stenographic services beyond the six monthly meetings set forth above, CONTRACTOR agrees to provide such additional services provided that CONTRACTOR receives not less than two days notice prior to such meeting or meetings.

2. **Contractor Non-Attendance – Emergency:** In the event that an emergency or some other event not within CONTRACTOR'S control prevents CONTRACTOR from attending one of the meetings herein, CONTRACTOR'S attendance at that meeting shall be excused and CONTRACTOR shall prepare the minutes/hearing record from digital audio furnished by the City Clerk. In that event, CONTRACTOR shall not be paid the meeting

attendance fee but will be compensated for the actual transcription.  
CONTRACTOR shall notify the City Clerk as soon as possible regarding the emergency and reason for non-attendance.

3. **Time of Performance:** This Agreement shall be effective on the 1<sup>st</sup> day of October, 2024 and continue through the 30<sup>th</sup> day of September, 2025. At the expiration of this term, this Agreement shall be automatically renewed, on a year-to-year basis, under the terms and conditions set forth in this Agreement, absent termination, renewal, or other written agreement by either Party by September 1 of each year.
4. **Compensation:** CITY shall pay to CONTRACTOR the sum of TWENTY DOLLARS (\$20.00) per hour (rounded to the nearest one-half hour) per meeting attended by CONTRACTOR. Further, CITY shall pay to CONTRACTOR the sum of SIX DOLLARS (\$6.00) per transcript page received by the City Clerk.
5. **Method of Payment:** CONTRACTOR will invoice the City of Meridian Accounting Department at 33 East Broadway Avenue, Meridian, Idaho 83642 directly for all current amounts earned under this Agreement at the end of each month. CITY will pay all invoices no later than the 30 days from the date of the invoice to CITY.
6. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

M. D. Willis, Inc.  
1695 E. Comisky  
Meridian, Idaho 83642

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

9. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
10. **Subcontracting:** None of the services covered by this agreement shall be subcontracted without the prior written consent of the CITY. CONTRACTOR shall be fully responsible to CITY for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of person directly employed by CONTRACTOR.
11. **Assignment:** It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
12. **Discrimination Prohibited:** In performing the Services required herein, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
13. **Duplication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Termination for Cause:** If, through any cause, CONTRACTOR, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by CONTRACTOR under this Agreement shall, at the option of CITY, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CONTRACTOR, and CITY may withhold any payments to



CONTRACTOR for the purposes of offset until such time as the exact amount of damages due CITY from CONTRACTOR are determined. This provision shall survive the termination of this Agreement and shall not relieve CONTRACTOR of its liability to CITY for damages. CITY understands and acknowledges that CONTRACTOR has the right to terminate due to cause instigated by CITY. In that situation, CONTRACTOR would have the same rights as CITY identified herein.

15. **Termination without cause.** Either Party may terminate this Agreement without cause by giving the other party written notice at least ninety (90) days prior to the termination date.
16. **Independent Contractor Status:** Both the CITY and CONTRACTOR agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. CONTRACTOR is responsible for the payment of any taxes, including, but not limited to, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes and license fees, arising out of the activities of the CONTRACTOR. CONTRACTOR is responsible to keep in force all necessary public liability insurance and vehicle insurance with carriers which are satisfactory to CITY, and shall hold the CITY harmless from all claims, demands or suits arising out of the performance of services under this agreement.
17. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
19. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
20. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.
21. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

**IN WITNESS WHEREOF**, the parties have herein executed this Agreement and made it effective as hereinabove provided.

**DATED AND SIGNED** this 17<sup>th</sup> day of September, 2024.

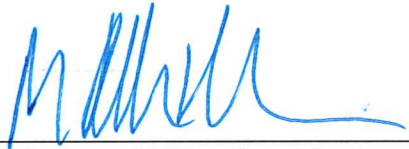
CITY OF MERIDIAN

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest:

\_\_\_\_\_  
Chris Johnson, City Clerk

M. D. WILLIS, INC.

BY:  \_\_\_\_\_  
M. Dean Willis, President