

PROFESSIONAL SERVICES AGREEMENT

INDEPENDENT CONTRACTING FOR TRANSCRIPTION SERVICES

ABC Transcription Services, LLC,

AND

City of St Helens

This AGREEMENT is made and entered into by and between ABC Transcription Services, LLC, (“INDEPENDENT CONTRACTOR” herein) and the City of St Helens a political subdivision of the State of Oregon (“CITY” herein).

ARTICLE 1. PURPOSE OF AGREEMENT

The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR shall supply professional services as herein described. In consideration for said services, the CITY shall pay the INDEPENDENT CONTRACTOR such monies and, in such manner, as herein described.

ARTICLE 2. WHOLE AGREEMENT

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes any and all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

ARTICLE 3. NONDISCRIMINATION

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, marital status, age, or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination, or suspension in whole or in part by the CITY.

ARTICLE 4. DUTIES AND RESPONSIBILITIES
OF THE INDEPENDENT CONTRACTOR

The INDEPENDENT CONTRACTOR shall perform services as described in **Attachment “A”** attached hereto and by this reference made a part hereof. The INDEPENDENT CONTRACTOR shall provide minutes and invoices to the staff person designated by the CITY via email.

ARTICLE 5. STANDARD OF SERVICES AND WARRANTY

The INDEPENDENT CONTRACTOR agrees to perform services with that standard of care, skill, and diligence normally provided by a professional in the performance of similar services. The INDEPENDENT CONTRACTOR warrants that the services, conduct, and performance of any person assigned under this AGREEMENT shall be in accordance with the professional standards and requirements of this AGREEMENT. The INDEPENDENT CONTRACTOR’S warranty and liability shall be limited to correcting any clerical or scrivener’s errors. Once each work product is produced and delivered to the CITY, the CITY shall proofread the work product. Once approved by the CITY, its City Councilors, employees, or agents, the INDEPENDENT CONTRACTOR shall not be liable for any acts or omissions performed under this or other agreements to which the INDEPENDENT CONTRACTOR is a party. The INDEPENDENT CONTRACTOR shall not be held liable for any damages, including consequential or incidental damages for any failures of equipment, errors or omissions. The INDEPENDENT CONTRACTOR’S sole obligation will be to correct any clerical or scrivener’s errors. Once approved, the work product becomes the property of the CITY and its sole responsibility.

ARTICLE 6. INDEPENDENT AGENT

The INDEPENDENT CONTRACTOR shall be an “independent agent.” All persons employed to furnish services hereunder are employees or subcontractors of the INDEPENDENT CONTRACTOR and not of the CITY.

ARTICLE 7. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other harmless from any and all claims, damages, losses, and expenses, caused by or resulting from the indemnifying party’s negligence, willful misconduct or breach of this agreement. The parties recognize and agree that communication by and between the parties will occur via electronic method, including email. The parties agree to take reasonable precautions to protect electronic media from viruses and other perversions, but recognize and agree that no party shall be liable to the other if a virus or other electronic malady is transmitted from one party to the other.

ARTICLE 8. NON-ASSIGNMENT

No portion of nor any interest in this AGREEMENT may be assigned to a third party without the express and prior written approval of the CITY.

ARTICLE 9. PUBLICITY

The INDEPENDENT CONTRACTOR shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representation of the CITY except on prior specific written authorization from the CITY.

ARTICLE 10. FEES AND PAYMENT

The CITY agrees to pay the INDEPENDENT CONTRACTOR for services performed pursuant to this agreement according to the terms and amounts specified in **Attachment "A"** attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in **Attachment "A."** The CITY shall have no liability for taxes, insurance, or other expenses associated with the performance of the INDEPENDENT CONTRACTOR'S duties hereunder.

ARTICLE 11. CHANGES

Any fee increases will require written approval by the CITY. Rates may be increased by an amount not to exceed five percent (5%) annually, effective July 1, 2022.

ARTICLE 12. OWNERSHIP OF WORK PRODUCT

All work products of the INDEPENDENT CONTRACTOR that result from this AGREEMENT are the exclusive property of the CITY.

ARTICLE 13. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by written mutual agreement of both parties. Termination under this provision may be immediate.

ARTICLE 14. SURVIVAL

The terms, conditions, and representations contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

ARTICLE 15. CONTRACT TERM

The services required by this AGREEMENT shall commence on July 1, 2022. and the INDEPENDENT CONTRACTOR shall have no obligation to provide services after June 30, 2023 . In the event that additional work is required, the CITY may undertake a contract renewal process.

The INDEPENDENT CONTRACTOR and the CITY hereby agree to all provisions of this AGREEMENT. /

FOR ABC Transcription Services, LLC.

FOR City of St Helens

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



ABC Transcription Services, LLC.

City of St Helens

2022-2023 Transcription Services Proposal

The following is ABC Transcription’s 2022-2023 bid proposal tailored to the transcription services requested by the City, effective July 1, 2022.

Transcription Services: *(See Additional Considerations Below)*

Proposed base transcription rates based on a meeting to transcript preparation ratio of five hours to one hour (5:1) of meeting time unless otherwise noted.

City Council, Board, Commission, and Committee Meetings: \$49.50
per labor hr.
Meeting minutes submission in 15-20 business days

Verbatim and Backlogged minutes: *Inquire about rates and deadline availability.*

Administrative Matters:

Meeting audio must be in mp3 or mp4a format. Additional charges will apply if ABC converts video to audio.

Email ABC Transcription when the meeting audio and materials are loaded in our shared Dropbox folder.

Turnaround time periods begin the day ABC is notified the meeting’s audio has been uploaded. Notifications received after 12 pm (PST) results in the day count starting the next business day. *Thank You!*

Additional Considerations:

Add to base transcription rate:

Poor Audio Quality	\$2
Turnaround Time	
5 business days or less	\$15
6 to 11 business days	\$10

Meeting Length:

Longer than 2.5 hours: \$2	Longer than 3 hours: \$3
Longer than 3.5 hours: \$4	Longer than 4 hours: \$5
Longer than 4.5 hours: \$6	Longer than 5 hours: \$7

Meetings longer than three (3) hours may be subject to extended turnaround times.

Technical Content: \$2

Code rewrites, transportation content, etc. requiring excessive map, Code, or Staff report references or research.

Heavy Accents/Editing/Rewriting: \$4
Areas where more editing, rewording, or rewriting, such as identifying/interpreting pronouns, is necessary for better flow, more concise content, polished grammatical structure, etc.

ABC Transcription Services, LLC

Supplemental Information

- With more than 17 years of experience transcribing public meetings in accordance with public records law, ABC Transcription is well acquainted with the policies and procedures regarding the public record. ABC Transcription also understands the importance of nuances and tone within meetings, as well as maintaining a clear record.
- ABC works hard to ensure speakers sound their best while maintaining accuracy for the record. Our clients trust us to provide accurate, on-time transcripts.
- In a recent performance survey, ABC Transcription received 93% Excellent and 6% Good ratings in the overall quality of its service and meeting transcripts. Performance survey summary can be viewed here: <https://bit.ly/ABCPerformanceSurvey2021>.

Company Profile

Contact: Paula Pinyerd, Owner

Address: 42340 NW Depot St, Banks, OR 97106

Mobile: 503-310-3482

Email: abc4transcription@yahoo.com

Certificate of Insurance: *Available Upon Request*