

## **CONTRACT FOR TRANSCRIPTION SERVICES**

This Agreement is hereby entered into by and between Weber County, a political subdivision of the State of Utah, hereinafter referred to as "County," and Laurie Shingle, a certified transcriptionist, hereinafter referred to as "Contractor." County and Contractor are sometimes referred to individually as "Party" and collectively as "Parties." The Agreement takes effect on the date signed by the last Party to sign below.

### **RECITALS**

**WHEREAS**, County sometimes needs written transcripts of meetings and hearings, for court appeals and other reasons; and

**WHEREAS**, County has sought bids from three qualified transcription service providers; and

**WHEREAS**, Contractor submitted the lowest-priced bid;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

### **AGREEMENT**

1. When County needs a transcript, it may contact Contractor to see if Contractor is able and willing to perform the work.
2. Contractor may decline a work request from County due to workload, deadlines, or other circumstances.
3. If Contractor performs transcription services for County, Contractor will charge the following prices:
  - a. \$4.50 per page.
  - b. Keyword index at \$0.50 per page.
  - c. Extra certified copies at \$0.50 per page.
4. County will provide audio recordings to Contractor in a suitable format, as determined by Contractor.
5. Contractor will send transcripts to County in searchable PDF format.
6. Contractor agrees to promptly notify County of any changed circumstances or conflicts of interest that would adversely affect Contractor's ability to perform Contractor's duties under this Agreement.

Contract for Transcription Services—Laurie Shingle

7. The following provisions govern compensation:
  - a. To receive payment, Contractor must submit an invoice after completion of the transcript.
  - b. Upon receipt of an invoice, County will follow its standard payment practices. Contractor acknowledges that payment will not be immediate, due to routine processing time, and releases County from all liability associated with delays in payment.
8. This Agreement is not, and does not create, an employment contract, express or implied. Contractor is, for all purposes, an independent contractor. Contractor is responsible to pay any and all taxes and fees which may result from the compensation paid to Contractor pursuant to this Agreement.
9. Contractor shall not assign or otherwise transfer Contractor's obligations under this Agreement.
10. County neither represents nor guarantees that any work will be requested from Contractor.
11. This Agreement is not exclusive. County may contract with other transcription service providers. County is under no obligation to provide work to Contractor, whether or not County has contracted with other providers.
12. County may withdraw a work request at any time before the final transcript is delivered. If County withdraws a work request after Contractor has spent time on it, then County shall pay for the work done before the notice of withdrawal, subject to the compensation provisions of this Agreement.
13. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
14. This Agreement may be terminated at any time, by either Party, by giving written notice to the other Party.
15. This Agreement shall automatically terminate three years after the effective date, unless both Parties agree to renew the Agreement. The option to renew with the same provisions may be exercised for up to one additional three-year term after the initial term.
16. Contractor agrees to treat all information and documents acquired in the course of performing under this Agreement as confidential, unless the law requires otherwise.
17. All notices, questions, invoices, and other communications shall be directed to the following individuals, unless otherwise designated:

Contract for Transcription Services—Laurie Shingle

FOR COUNTY:

Courtlan Erickson  
Deputy County Attorney  
2380 Washington Blvd., Ste. 230  
Ogden, UT 84401  
(801) 399-8377  
cerickson@co.weber.ut.us

FOR CONTRACTOR:

Laurie Shingle  
954 W 4125 N  
Pleasant View, UT 84414  
(801) 391-8292  
laurie.shingle@gmail.com

- 18. This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
- 19. This Agreement shall be governed by the laws of the State of Utah.

**IN WITNESS WHEREOF**, the undersigned have affixed their respective signatures.

Signed on behalf of County this \_\_\_\_ day of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted	_____
Commissioner Harvey voted	_____
Commissioner Jenkins voted	_____

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

CONTRACTOR

By Laurie Shingle  
Laurie Shingle

Date 2-11-2021