

PUBLIC SAFETY COMMITTEE

12-0120R

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NET TRANSCRIPTS, INC., FOR TRANSCRIPTION SERVICES FOR THE DULUTH POLICE DEPARTMENT DURING YEAR 2012 IN THE AMOUNT OF \$30,000.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a professional services agreement with Net Transcripts, Inc., substantially the same as that on file in the office of the city clerk as Public Document No. _____, for one (1) contract year and two (2) possible one-year renewals, for transcription services for the Duluth police department at an annual amount not to exceed \$30,000, payable from General Fund 110, Dept./Agency 160 (Police), Div. 1610 (Administration and Investigation), Object 5320 (Data Services).

Approved:



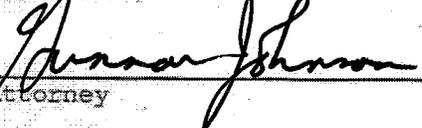
Department Director
Purchasing Agent 

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/PRCH DS:le 03/01/2012

STATEMENT OF PURPOSE: This resolution authorizes a professional services agreement with Net Transcripts, Inc., for transcription services for the Duluth police department at an annual cost not to exceed \$30,000, payable from the general fund.

The agreement is a potential three-year agreement, with one (1) contract year period and two (2) possible one-year renewal options.

The police department has used Net Transcripts, Inc., for some time. As part of its review in 2012, the city requested informal quotes from three other vendors. The police department determined that Net Transcripts compared favorably with two other vendors: Its standard price per word was equal to or less than the others; and its stated turn-around time of one business day was the best.

Dictation and Transcription Services		
Quotes		
12-0177		
Vendor	Quote per Word (Standard)	Standard Turn Around
Transcription Outsourcing, LLC Denver, Colorado	\$0.0125	24-72 hours
Echo Documentation Solutions Neenah, Wisconsin	\$0.0140	typically less than 24 hours
Huntington Court Reporters & Transcription, Inc. Pasadena, California	No quote	
Net Transcripts, Inc. Tempe, Arizona	\$0.0125	1 business day

Net Transcripts, Inc., provides Web-based law enforcement and legal/criminal justice transcription services. It specializes in question and answer and narrative of various kinds, criminal investigations, internal affairs investigations, human resource investigations, in-custody and patrol reports, interrogations, witness statements and confessions, and radio communications. It services a variety of law enforcement agencies.

Requisition 12-0177

SERVICES AGREEMENT
(Purchase Order # _____)

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), between the City of Duluth and Net Transcripts, Inc. ("Net Transcripts" or "Service Provider").

WHEREAS, City desires to hire a vendor to provide transcription services for its Police Department on an as-needed basis (the "Services");

WHEREAS, City requested competitive quotes from three (3) transcription service vendors;

WHEREAS, Net Transcripts submitted a quote and has represented itself as qualified and willing to perform the services;

WHEREAS, based on the quotes received the City has selected Net Transcripts to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Services. Service Provider shall provide the following Services on an "as-needed" basis:

Law enforcement transcription to the City's Police Department primarily for police case report narratives dictation. Others services provided by Net Transcript and available to the City's Police Department include transcription of interviews, interrogations and Q&A.

2. Rates/Price and Payment for Services. The rates (the "Rates") for the Services are as follows:

TRANSCRIPTION – PATROL / CASE REPORT NARRATIVES <i>From Digital Audio, Single Speaker Dictation</i>	PRICING Per Typed Word
Standard (1 business day)	\$0.0125 /word
ASAP (3-6 hours)	\$0.0175 /word

Pricing for other services along with general information describing the Service Provider including but not limited to accuracy/acceptability and formatting are described on the Pricing Sheet attached as Exhibit A and incorporated herein.

It is agreed between the parties that Service Provider's annual fee for the term of this Agreement shall not exceed the sum of Thirty Thousand Dollars and 00/100th dollars (\$30,000). Payments for the Services shall be payable from Fund: 110 (General)-160 (Police)-1610 (Administration and Investigation)-5320 (Data Services).

All invoices for services rendered shall be submitted to the following address:

Duluth Police Department
Attn: Scott Drewlo, Investigator
2030 Arlington Ave
Duluth, MN 55811

Notwithstanding the foregoing, Service Provider acknowledges that financial obligations of the City under this Agreement are subject to appropriation, budgeting and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Service Provider.

3. Term; Termination. The term of this Agreement shall commence the Effective Date and shall continue, unless earlier terminated as provided for herein, for a period of one (1) year (the "Term"). The Term will, at the City's option and subject to the City's required approvals, renew for two (2) additional one (1) year term ("Renewal Term") unless the City provides Service Provider with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Term or any Renewal Term. Either party may terminate this Agreement at any time prior to the end of the Term or any Renewal Term due to the other party's material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party's reasonable satisfaction within a reasonable time, not to exceed thirty (30) days, after receipt of written notice specifying such breach. Notwithstanding the foregoing, during the Term or any Renewal Term of this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4. Representations and Warranties. Service Provider represents and warrants that:

- i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.
- ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

- (1) Workers' compensation insurance in accordance with applicable law.
- (2) Public Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as Additional Insured under the Public Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
- (4) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms:
 - (i) ISO Additional Insured Endorsement (CG-2010 pre-2004) and
 - (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

6. Indemnification. Service Provider assumes all responsibility for losses, costs, damages and claims, whether for damage or injury, arising out of or in connection with its Services, equipment, employees, subcontractors or representatives. Service Provider agrees to defend, indemnify and hold harmless the City and its agents, servants and employees from any and all such losses, damages and claims resulting from the Services provided or its employees, subcontractors or representatives, or a breach by Service Provider of this Agreement.

7. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information; provided, however, that City's obligations under this Paragraph are subject to provisions of Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act and applicable federal law.
- b. All information provided to Service Provider by the City pursuant to this Agreement shall be confidential. The confidential information shall be kept confidential and shall not, without the prior written consent of the City, be disclosed by the Service Provider in any manner whatsoever, in whole or in part, to any other party. The confidential information shall not, directly or indirectly, be used by Service Provider, its employees or agents for any purpose whatsoever except solely for the Services. Service Provider shall be responsible for any breach of this Agreement by Service Provider's employees or agents. Service Provider agrees to take all reasonable measures to prevent unauthorized disclosure or use of the confidential information. In the event that Service Provider or anyone to whom Service Provider transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information, Service Provider will provide City with prompt notice so that City may seek a protective order or other appropriate remedy and will cooperate with City as City may reasonably request with respect to City's efforts to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained, Service Provider will furnish only that portion of the Confidential Information which Service Provider reasonably believes upon the advice of counsel to be legally required.
- c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- d. Service Provider shall ensure that all costs are supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement.

Service Provider shall also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. This Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting Service Provider as the employee of the City for any purpose or in any manner.

9. Assignment. Service Provider may not assign this agreement.

10. Amendment; Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Notices. Notice to the City or Service Provider provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City:

City of Duluth

Police Dept.

2030 Arlington Ave

Duluth, MN 55811

Attn: Scott Drewlo,
Investigator

Service Provider:

Net Transcripts, Inc

425 S. 48th Street

Suite 103

Tempe, AZ 85281

12. Governing Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota and any action regarding the terms of this Agreement or performance there under will be venued in the District Court, County of St. Louis, State of Minnesota.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Immunity. Nothing in this Agreement will be construed as a waiver by the City of any immunity, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.

15. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

By: _____
Its Mayor

Attest:

By: _____
City Clerk
Date:

Countersigned:

City Auditor

Approved as to form:

City Attorney

NET TRANSCRIPTS, INC.

By _____
Its _____
Date: _____

EXHIBIT A

Pricing Guide