

INTERPRETER SERVICE AGREEMENT

THIS AGREEMENT is made this 31 day of MAY, 2012, by and between CONTRACTOR hereinafter referred to as "CONTRACTOR", and Gregg County Texas, hereinafter referred to as "COUNTY".

Purpose of Agreement

The purpose of this Agreement is to state the terms and conditions under which CONTRACTOR will provide *non-exclusive*, licensed interpreter services as an independent contractor, to COUNTY. Interpreter services shall be provided upon request of a Magistrate, a Justice Court, a County Court, a County Court at Law, or a District Court of the county, in any Criminal, Juvenile, Indigent Civil, Mental Health or Chemical Dependent proceeding, *a Protective Order hearing filed by the State* when it is determined that a person charged or a witness does not understand and speak the English language. In Civil cases, it shall not be the duty of the COUNTY to pay for interpreter services unless it is certified by the sitting Judge of that Court that the person or party responsible for the payment for interpreter services is indigent and is entitled to Court appointed services.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. CONTRACTOR agrees to perform the following interpreter services for any of the above referenced courts of said COUNTY on weekdays at any time between 8:00 a.m. until 5:00 p.m. or as directed by the court: to serve as the Court interpreter orally translating Spanish to English and English to Spanish as needed and requested by the applicable courts of said COUNTY. In the event that two (2) courts require services at once, CONTRACTOR shall employ additional interpreters to perform services for COUNTY at COUNTY'S expense. Additional interpreters will be paid at the rate of \$ 85⁰⁰ dollars per hour. At no time will COUNTY pay for an additional interpreter unless CONTRACTOR is actively interpreting in a court and not merely being "on-call".

Scheduling of Services – Any Court requiring an interpreter must schedule services by giving a one (1) day notice to the CONTRACTOR.

Unscheduled Services - In the event a Court did not schedule interpreter services by giving a one (1) day notice, the CONTRACTOR will be given one (1) hour from the time of notification to appear in the court requesting their services, unless they are interpreting in another Court in the County, in which case the interpreter shall appear in the requesting court promptly after he or she is dismissed from the first Court.

Compliance with Applicable Statutes, Ordinances and Regulations

2. In performing the services required under this Agreement, CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations, including, but not limited to the following: Title VI and Title VII of the Civil Rights Act of 1964 as amended, Title III of the Civil Rights Act of 1968, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, and the Americans with Disabilities Act of 1990. If such compliance is impossible for reasons beyond their control, CONTRACTOR shall immediately notify COUNTY by and through its County Judge of that fact and reasons thereof.

Compensation

3. COUNTY shall pay CONTRACTOR a flat fee of \$ 4,500.00 per month for all necessary interpreter services to Gregg County. CONTRACTOR will send a bill to COUNTY at the end of each month and the COUNTY shall make payment within thirty (30) days of the billing date. *OK*
4. COUNTY shall pay CONTRACTOR the sum of \$ 85.00 for each cancellation of any additional interpreter that is not given at least by 5:00 p.m. the day before the day the additional interpreter is scheduled. There shall be no cancellation fee for the services of CONTRACTOR that are canceled. After Hours and Weekend Hours for all interpreters will be paid at the rate of \$ 85.00 per hour. *OK*

Term of Agreement

5. Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue until 05-30-2013 unless earlier terminated as provided herein with or without cause by thirty (30) days written notice, via certified mail return receipt requested, from either party to the other. *OK*

Renewal Term(s). Subject to continued funding by the Commissioners' Court, this Agreement shall thereafter automatically renew on October 1st of each year for four (4) succeeding terms of one year each ending 05-30-2013 unless earlier terminated by either party pursuant to the terms of this Agreement. *OK*

Licensed Employees

6. CONTRACTOR and licensed, trained personnel directly employed and supervised by CONTRACTOR will perform all the services required by the terms of this Agreement. CONTRACTOR agrees that all interpreters will be properly qualified and licensed by the State of Texas to perform court interpreter services as is required by statute and will use the utmost of diligence and care in the performance of assigned duties under this Agreement.

Interpreter Services

7. Each weekday during any month covered by this Agreement, when called upon by a Justice Court, County Court, County Court at Law or District Court of COUNTY, CONTRACTOR will see to it that a licensed, qualified interpreter promptly appears at the requested location in Gregg County Texas, within one hour of notification appropriately dressed for judicial proceedings and with due respect for the presiding judge and courtroom decorum to provide oral interpreter services as provided for in this Agreement. CONTRACTOR shall be "on-call" from 8:00 a.m. until 5:00 p.m. Monday through Friday, except official Gregg County holidays as provided by the Commissioner's Court of Gregg County. Requests for interpreter services may be made by the COUNTY to CONTRACTOR by:

Telephone at 903-952-1195 cell ~ 903-566-7731 office

E-mail at norma@interpret.pro & wendy@interpret.pro

Or in person, or in writing addressed to Preferred Interpreters

PO Box 1304
Tyler, TX
75713

OK

Service Reports

8. At the end of the month, at the time CONTRACTOR sends a bill to COUNTY, in conformity with the terms of this Agreement, CONTRACTOR shall also include a service report that has been signed by each court in which the interpreter was actively employed. The receipt of said service report is a condition precedent to said bill being represented to the Gregg County Commissioner's Court for payment.

Manner of Giving Notice

9. Advance written notice of termination may be given by CONTRACTOR to COUNTY by certified mail, return receipt requested, addressed to: Gregg County Texas, County Purchasing Agent, 101 E. Methvin, Suite 205, Longview, Texas 75601 and advance written notice of termination may be given by COUNTY to CONTRACTOR by certified mail, return receipt requested, and addressed to: CONTRACTOR, Street Address or Box No. City, State, Zip.

Request for Changes

CONTRACTOR shall submit all requests for alterations, additions, or deletions of the terms of this Contract or any attachment to it to the Purchasing Agent. Upon agreement by the Gregg County District and Criminal Courts, the Purchasing Agent will present the request to Commissioners' Court for consideration. No amendment or modification of this Contract shall be effective unless in writing, approved by the Commissioners' Court, and signed by the COUNTY and CONTRACTOR. No official, agent, representative, or employee of the COUNTY may amend or modify this Contract, except as otherwise expressly authorized by Commissioners' Court.

Miscellaneous Provisions

10. (a) **Texas Law to Apply:** This Agreement shall be construed under and in all accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gregg County Texas. Venue shall be in Gregg County Texas.

(b) **Legal Construction:** In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained therein.

(c) **Standard Terms and Conditions:** Gregg County Standard Terms and Conditions are attached hereto, marked Exhibit "A", incorporated herein and made a part hereof for all purposes.

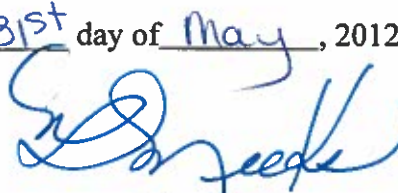
(d) **Prior Agreements Superseded:** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

EXECUTED at Longview, Gregg County Texas, on this 31st day of May, 2012.

GREGG COUNTY TEXAS



Coby Judge Bill Stoudt
Gregg County Commissioners' Court



CONTRACTOR

OFFICIAL QUALIFICATION SUBMITTAL FORM

The undersigned agrees, if this RFQ is accepted, to furnish any and all services offered and under the terms and conditions contained in this document.

List three (3) bilingual refernces, contact name, address, telephone number and type of proceedings.

- 1) **See attached Qualification Statement**
- 2) **See attached Qualification Statement**
- 3) **See attached Qualification Statement**

Attach a copy of your license from the State of Texas to perform court interpreter services.

Proposed Fees

Flat monthly fee for <u>all</u> necessary interpreter services	\$ <u>4,500</u>
Flat hourly rate for any interpreter services during normal business hours	\$ <u>n/a</u>
Hourly rate for any <u>additional interpreters</u> needed (2-hour minimum + mileage)	\$ <u>85</u>
After hours and weekend hourly rates	\$ <u>n/a</u>
Cancellation rate charged if not given notice at least by 5:00 PM of the preceding day	\$ <u>n/a</u>

Company Name: **Preferred Interpreters**

Box 130433

Tyler, TX 75713

(903) 566-7731

Fax (877) 836-8072

norma@interpret.pro

Norma L. Meeks, Licensed Court Interpreter

Tax ID:

Signature

Date

Approved this 31st day of May, 2012 by

County Judge Bill Stout

Commissioner Charles Davis

Commissioner Gary Boyd

Attested

Connie Wade, Gregg County Clerk

Commissioner Darryl Primo

Commissioner John Mathis