

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 10/28/2024

Submitted By: Purchasing Department

Department: _____

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
 10-28-2024

Description:

Consider and Approve Judiciary Interpretation Agreement with Gabriela Lomonaco; with Authorization for County Judge to Sign-Purchasing Department

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

JUDICIARY INTERPRETATION AGREEMENT

CLIENT Johnson County Commissioners Court 411 Marti Drive Cleburne, Texas 76033	INTERPRETER Gabriela Lomónaco, MLCI 2206 3408 Minot Ave Fort Worth, TX 7613 (the "Interpreter")
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BACKGROUND

- A. The Client is of the opinion that the Interpreter has the necessary qualifications, experience and abilities to provide services to the Client.**
- B. The Interpreter is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.**

IN CONSIDERATION OF the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Client and the Interpreter (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES

- 1. The Client hereby agrees to engage the Interpreter to provide the Client with Interpretation and Translation Services (the "Services").**
- 2. The Services will also include any other tasks which the Parties may agree on. The Interpreter hereby agrees to provide such Services to the Client.**

PERFORMANCE

- 3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect on a biweekly schedule, or as needed.**

COMPENSATION

- 4. The Interpreter will charge the Client for the services the hourly rate of \$100 with a two-hour minimum charge.**
- 5. The Client will be invoiced upon a weekly basis via Direct Deposit.**
- 6. The Interpreter will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.**

CONFIDENTIALITY

- 7. Confidential information (the "Confidential Information") refers to any**

data or information relating to the Client and/or his or her clients whether business or personal, which would reasonably be considered to be private or proprietary to the Client and/or his or her clients, and that is not generally known, and where the release of that Confidential information could reasonably be expected to cause harm to the Client and/or his or her clients.

- 8. The Interpreter agrees that he or she will not disclose, divulge, report or use, for any purpose, any information that the Interpreter has obtained, except as authorized by the Client or as required by law.**
- 9. All written and oral information and material disclosed or provided by the Client to the Interpreter under this Agreement is Confidential information regardless of whether it was provided before, during or after the date of this Agreement or how it was provided to the Interpreter.**

CAPACITY/INDEPENDENT CONTRACTOR

- 10. In providing the Services under this Agreement, it is expressly agreed that the Interpreter is acting as an independent contractor and not as an employee. The Interpreter and the Client agree that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for professional interpreting and translation services. The Client is not required to pay, or make any contributions to any social security, local, state or federal tax, unemployment's compensation, workers' compensation, insurance premium, profit sharing, pension or any other employee benefit to the Interpreter.**

EQUIPMENT

- 11. Except as otherwise provided in this Agreement, the Interpreter will provide, at the Interpreter's expense, any and all equipment necessary to deliver his or her services.**

NOTICE

- 12. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given to the Parties in writing, be it via email or text to the Interpreter**

MODIFICATION OF AGREEMENT

13. Any amendment or modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party.

ENTIRE AGREEMENT

14. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

15. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

ACCEPTANCE OF TERMS/ASSIGNMENT CONFIRMATION

16. Kindly confirm acceptance of the above terms by signing this Agreement below.

Commissioners Court



Christopher Boedeker
County Judge

Gabriela Lomonaco



10-28-2024