

AGENDA PLACEMENT FORM

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

Date: 11.04.24Meeting Date: 11.12.24Submitted By: Lance AndersonDepartment: Purchasing

Signature of Elected Official/Department Head:

**Court Decision:**

This section to be completed by County Judge's Office



11-12-24

Description:Consider and approve order exempting Professional Services Agreement with
Spoken Word LLC. from competitive bidding requirements under LGC 262.024
for court interpreting services.

(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: 5 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**

Approved in CC on 9/11/2023

JUDICIARY INTERPRETATION AGREEMENT

Client: Johnson County
Commissioners Court
411 Marti Dr.
Cleburne, Texas 76033

Provider: Spoken word LLC
3322 Green Ridge St,
Fort Worth, Texas 76133

BACKGROUND:

- A. The client is of the opinion that the Provider has the necessary qualifications, experience and abilities to provide interpretation services in Spanish to the Client.
- B. The Provider is agreeable to providing interpretation services to the Client in 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 Provider (individually the "Party" and collectively the "Parties" to this agreement) agree as follows:

SERVICES

1. The Client hereby agrees to engage the Provider to provide the Client with Interpretation and Translation services (the "Services").
2. The services will also include any other task which the Parties may agree on. The Provider 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 Provider will charge the Client for the services rendered as agreed upon by the Parties which rates are \$100.00 per hour, with a minimum of four hours.
5. The Client will be invoiced weekly.
6. The interpreter will be reimbursed for miles driven while in the service of Client at the rate of \$0.67 per mile.

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 as private or proprietary to the Client, and that is not generally known, and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
8. The provider agrees not to disclose, divulge, report or use, for any purpose, any information that the Provider has obtained, except as authorized by the Client or required by law.
9. All written and oral 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 Provider.

CAPACITY/INDEPENDENT CONTRACTOR

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

EQUIPMENT

11. Except as otherwise provided in this Agreement, the Provider, will provide all equipment necessary to deliver the 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 e-mail or text to the Interpreter.

MODIFICATION OF AGREEMENT

13. Any amendment or modification of this Agreement or additional obligation 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 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.

TERMINATION

17. Either Client or Provider may terminate this Agreement with thirty (30) days written notice.

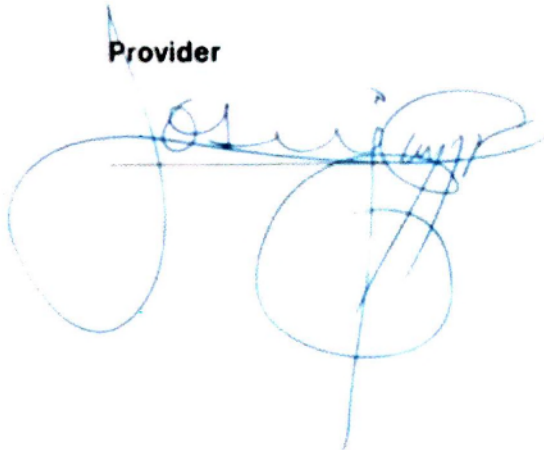
Commissioners Court



Date

11-12-24

Provider



Date

10/31/2024