



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 / Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify and Approve Interlocal Agreement No. 4500000107 with the City of Austin for Deaf Interpreting Services

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends. This procurement action meets the compliance requirements as outlined by the statutes.

Since 1996 Travis County and the City of Austin have had an Interlocal Agreement that allows Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide interpreters for the City of Austin Health and Human Services Department and Municipal Court. This agreement allows TCSDHH to provide interpreters for safety-net services such as eligibility interviews and hearings before Municipal Court. This Interlocal provides a source of revenue for TCSDHH.

The City of Austin estimates it will spend up to \$41,000 for services to Municipal Court and up to \$2,500 for services to Health and Human Services during the contract year.

The term of the agreement is October 1, 2013 through September 30, 2014 with automatic renewal; per the understanding that all terms and conditions, including negotiated rates remain unchanged.

The Commissioners Court is being requested to ratify and approve the agreement. There was a delay in contract approval due to proposed revisions by the City of Austin. These revisions included requests for an unlimited / auto-renewal term and City Manager's signature authority.

ID # 10392

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: Not Applicable – Revenue generating agreement
Contract Type: Interlocal Agreement
Contract Period: October 1, 2013 – September 30, 2014

➤ **Contract Modification Information:** Not Applicable

Modification Amount:
Modification Type:
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: Responses Received:
HUB Information: % HUB Subcontractor:

➤ **Special Contract Considerations:** Not Applicable

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:** Not Applicable – Revenue generating

- SAP Shopping Cart #:
- Funding Account(s):
- Comments:

ID # 10392

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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: November 21, 2013

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM: *Sherri E. Fleming by Sean*

SUBJECT: Deaf interpreter interlocal

Proposed Motion:

Consider and take appropriate action to approve the renewal of a revenue contract with the City of Austin to provide deaf interpreter services.

Summary and Staff Recommendation:

Since 1996, Travis County and the City of Austin have had an interlocal agreement that allows Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide interpreters for the City of Austin Health and Human Services Department and Municipal Court. The agreement allows TCSDHH to provide interpreters for safety-net services such as eligibility interviews and hearings before Municipal Court.

TCHHSVS staff recommends approving this renewal.

Budgetary and Fiscal Impact:

The City of Austin estimates it will spend up to \$41,000 for services to Municipal Court and up to \$2,500 for services to Health and Human Services during the contract year.

Issues and Opportunities:

This interlocal ensures that clients who are deaf or hard of hearing are provided interpreter services.

Background:

This interlocal provides a source of revenue for TCSDHH.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Landry, Program Manager, TCSDHH
Nicki Riley, Travis County Auditor
Tracy LeBlanc, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

SOCIAL SERVICES INTERLOCAL AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

CITY OF AUSTIN

FOR

DEAF INTERPRETING SERVICES

CONTRACT NO. 4500000107



TRAVIS COUNTY PURCHASING OFFICE

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR
INTERPRETING SERVICES**

This Agreement is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), through the Travis County Services for the Deaf and Hard of Hearing ("TCSDDH"), and the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (LOCAL GOVERNMENT CODE, Section 81.027, and other statutes).

County has the authority to provide for public health, education and information services through TEX. HEALTH & SAFETY CODE ANN., Sections 121 and 122, and to cooperate with municipal authorities to promote public health through TEX. HEALTH & SAFETY CODE ANN., sec. 121.

County and City have the authority to enter into an Interlocal Cooperation Agreement through Tex. Const. Art. 3, sec. 64 and "The Interlocal Cooperation Act," Chapter 791, TEX. GOV'T. CODE ANN., Vernon's Texas Civil Statutes.

City and County desire to work together to provide services and activities for persons with disabilities according to the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] and other services for individuals who are deaf or hard of hearing (Civil Practice and Remedies Code, Chapter 21; Texas Government Code, Chapter 558, and other applicable statutes).

Travis County Commissioners Court approved the services and budget which are the subject of this Agreement as agenda item number 38, voting session September 24, 2013 ("Commissioners Court Approval"); and desires to ratify the provision of services from the commencement date of this Agreement through the date signed by both Parties by the approval of this Agreement.

In order to minimize duplicative efforts where possible and increase efficiency in the provision of care, County and City desire to cooperate in the provision of services to people who are deaf by the provision of effective communication which will make specified City departments and services accessible to people who are deaf or hard of hearing.

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, City and County mutually agree to the following terms and conditions:

1.0 DEFINITIONS

In this Agreement,

- 1.01 "Agreement Funds" means all funds paid by City to County pursuant to this Agreement.
- 1.01 "City Council" means City Council of the City of Austin.
- 1.02 "Commissioners Court" means the Travis County Commissioners Court.
- 1.03 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.
- 1.04 "County Executive" means Sheri Fleming, County Executive of Travis County Health, Human Services and Veterans Services, or her successor.
- 1.05 "TCSDHH" means the Travis County Services for the Deaf and Hard of Hearing.

2.0 TERM

2.01 **Initial Term.** Subject to the Commissioners Court approval of September 24, 2013, this Agreement shall continue in full force for the Agreement period which commences on October 1, 2013, and terminates on September 30, 2014; and County hereby ratifies services provided under this Agreement from the commencement date through the date the Agreement is signed by both Parties.

2.02 **Renewal Term.** This agreement shall automatically renew on October 1, 2014, for a term of one year, and shall automatically renew for terms of one year thereafter, unless sooner terminated pursuant to this Agreement. The automatic renewal of this Agreement shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect unless this Agreement is specifically amended pursuant to Section 13.0 of this Agreement to make any changes in those terms.

3.0 CITY RESPONSIBILITIES

3.01 **Agreement Funds.** During the Initial Term of the agreement, City shall pay County an amount not to exceed the amount budgeted by City Council for that Agreement term. City estimates the following budgeted amounts for providing interpreting services to the Departments that will be served by this contract for the Initial Term.

<u>Department</u>	<u>Estimated Amount</u>
A. Municipal Court	\$ 41,000.00
B. Health and Human Services	\$ 2,500.00

3.02 **Payment.** City shall pay County for services provided under this agreement within thirty (30) days of receipt of the complete and correct invoice from County for the services provided. All payments made by City under this Agreement shall be paid from current revenue funds.

3.03 **General Responsibilities.** City agrees:

3.03.01 to the best of its ability, request interpreter services more than three (3) days in advance, but no less than one (1) hour. For each request, City will provide to County the consumer name, City contact name and number, time, date, location and nature of the interpreting assignment and other relevant information as requested by County when services are requested.

3.03.02 to pay County at the hourly rate designated and according to the policies delineated on Attachment A and B.

3.03.03 that, if City requests an Interpreter and either the City representative or the deaf consumer cancel the appointment and the County is not informed of the appointment cancellation by either the City representative twenty-four (24) hours prior to the agreed appointment time, City will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter assigned, and subject to other standard policies, including the additional one hour of administrative time.

3.03.04 to pay County at the designated rate for committed time scheduled if either the deaf individual or the City staff person fails to appear for a scheduled appointment.

3.03.05 to pay for time spent by the interpreter in traveling to and from each designated location up to a maximum of one hour unless prior arrangements are discussed and approved by the City.

3.03.6 If the City requests the interpreter service and the assignment ends earlier than the time requested and committed by the interpreter(s), City agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

3.03.7 **Insurance.** City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards.

3.04 **Multiple Interpreters.** City acknowledges and agrees that County may, at times as determined by County, need to schedule more than one interpreter for assignments lasting longer than one hour.

3.04.01 Determination of the need for more than one interpreter will be made by County considering such matters as the nature of the assignment, the length of time necessary to complete the assignment, and the complexity of the subject.

3.04.02 Two interpreters may be scheduled so that the interpreters can work as a team to ensure quality communication for City staff and the deaf consumer(s) involved.

3.04.03 Two or more interpreters may be scheduled for Municipal Court assignments, as determined by County, in accordance with nationally accepted standard practices for court interpreting which ensure optimum participation and involvement in the court process by people who are deaf or hard of hearing.

3.04.04 A Certified Deaf Interpreter may also be assigned with one or more interpreters, if determined necessary by County. (A Certified Deaf Interpreter is a person who is deaf who is also a trained interpreter and who, due to similarities in language and culture, can provide a more accurate and complete interpretation in order to ensure constitutionally guaranteed mental, emotional and cognitive presence of deaf individuals with unique communication styles or limitations, in court proceedings.)

3.05 **Selection**. The County reserves the right to select appropriate interpreters for the assignment, based on County's assessment of the deaf person's communication needs, and/or the length of the assignment.

3.06 **MBE/WBE**. City and County agree that City MBE/WBE goals do not apply to this Agreement.

3.07 **Debarment**. By signing this Agreement, the County certifies that the County and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

4.0 COUNTY RESPONSIBILITIES

4.01 **Determine Skills/Qualifications Needed for Each Assignment**. County will determine the qualifications needed for each particular assignment and coordinate the provision of interpreters of the number and appropriate certification to meet the needs of the consumers involved in the assignment by assessing the demands of the assignment, the needs, preferences and communication of the deaf or hard of hearing individual, the preferences of the City requestor, and the nature of the situation.

4.02 **Services**. County, through TCSDHH, either directly or indirectly through subcontracts, will determine the appropriate communication to be provided to assure specified City departments and services are accessible to people who are deaf or hard of hearing, and coordinate and

provide qualified sign language interpreters, as determined by County. Services will be provided in accordance with the terms of this agreement. Provision of all services by County under this Agreement will be contingent upon the availability of an interpreter to County as reasonably requested by City.

4.03 **Invoice.** County shall invoice participating City Department on a monthly basis, using a form approved by City and County, for services provided under this agreement. Invoices shall be sent to:

A. Health and Human Services
Accounting Services
P. O. Box 1088
Austin, Texas 78767

B. Municipal Court
Accounts Payable
P. O. Box 2135
Austin, Texas 78768-9977

4.04 **Reports.** County agrees to provide City with monthly reports, as mutually agreed to by City and County, of hours of interpreter services provided to departments of the City under this agreement. Such reports shall include the number of appointment hours requested and assigned.

4.05 **Standards.** County agrees that staff and interpreters providing services under this Agreement must subscribe to the Principles of Ethical Behavior of the Board for Evaluation of Interpreters of the Texas Commission for the Deaf and Hard of Hearing, or the Registry of Interpreters for the Deaf (RID).

4.06 **General Responsibilities.** County agrees:

4.06.01 to provide interpreters for assignments requested by City, subject to the availability of interpreters, and charge the City a one hour minimum or the assignment time requested, whichever is longer, at the hourly rate of the interpreter(s) scheduled, in addition to an administrative/coordination fee equivalent to one hour payable at the billing rate of the interpreter(s) assigned, with time computed in fifteen-minute increments, rounded up to the nearest fifteen minutes, for each interpreter assigned.

4.06.02 to provide services under this Agreement to the City of Austin as requested by the City of Austin Municipal Courts and the Health and Human Services Department. Whenever necessary, and to the extent possible, assignments will be made by County within a one (1) hour time-frame coordinated with City so that services may be provided in an acceptable and timely manner.

4.06.03 to provide, to the best of its ability based upon the availability of

interpreters, qualified sign language interpreter services by matching the demands of the assignment, the needs, preferences and communication of the deaf individual, the preferences of City staff, the seriousness of the situation, and the skills, experience and certification of the interpreter. This may include Levels I, II, III, IV, and V Interpreters certified by the Department of Assistive and Rehabilitative Services/Services for the Deaf and Hard of Hearing (formerly known as the Texas Commission for the Deaf and Hard of Hearing), and/or CCS, IC/TC, RSC, MCSC, Ct, CI, CDI, or SC:L of the Registry of Interpreters for the Deaf, or equivalent certification as designated by the National Association of the Deaf/Registry of Interpreters for the Deaf, National Interpreter Certification.

4.06.04 to provide a means by which a deaf individual or a member of the City staff may express their concerns or file a complaint against an interpreter.

5.0 JOINT RESPONSIBILITIES

5.01 **Civil Rights/ADA Compliance.** City and County agree to provide all services and activities under this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. City and County shall not discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

5.02 **Confidentiality.** City and County agree to establish a method to secure the confidentiality of records and services relating to clients in accordance with the applicable federal and state laws, rules, and regulations.

5.03 **Non-Waiver.** It is expressly understood and agreed by the Parties that, neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.0 COMPLIANCE WITH LAW

6.01 County and City shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules orders, ordinances and regulations applicable to performance of this Agreement.

7.0 RETENTION AND ACCESSIBILITY OF FISCAL RECORDS

7.01 **Retention.** County shall maintain all records and documentation pertaining to the performance of the terms of this Agreement in a readily available state and location, and shall make such records available to the other party for reasonable inspection for a period of three (3) years after the end of the Agreement period or after the resolution of any problems or issues related to the

performance of the Agreement, whichever occurs later. City shall maintain all records and documentation pertaining to the performance of the terms of this Agreement in a readily available state and location, and shall make such records available to the other party for reasonable inspection in accordance with the schedule and requirements of City established policy pursuant to Local Government records Act, Texas Local Government Code, Chapters 201 – 205, and the City of Austin Code, Chapter 2-11, and other applicable laws and regulations. City will provide County with a copy of such schedule annually.

7.02 **Access.** Each party shall each give the other party, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by that party pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by the party maintaining the above records.

7.03 **Confidentiality of Records.** City and County agree to keep confidential at all times all information that identifies clients and personnel and any other information if required to do so by law.

8.0 **AUDIT**

8.01 **Audit.** County and City have the right, respectively, to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. City and County each agree to permit the other party or its authorized representative, to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. The parties shall take whatever action is appropriate and reasonable to facilitate the performance of any audits conducted pursuant to this Agreement that may be required.

9.0 **INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES**

9.01 **Independent Entity.** The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

9.02 **Responsibilities.** City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this agreement. City and County acknowledge that each entity is responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this agreement.

9.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against City or County; the party against whom the claim or other action is made shall give written notice to the other party of the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in the Notice provision of this Agreement. Except as otherwise directed, the party against whom the claim has been made shall furnish to County copies of all pertinent papers received by that party with respect to these claims or actions.

10.0 **TERMINATION**

10.01 **Material Breach.** Either party may terminate this agreement if the other fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching party within ten (10) days of receipt of written notice being given by the non-breaching party. If more than ten (10) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within the specified time, the contract may be terminated upon five (5) days written notice.

10.02 **Termination.** Either party has the right to terminate this Agreement, in whole or in part, for the following reasons in compliance with the terms of this Agreement:

10.02.01 The other party has failed to comply with any term or condition of this Agreement.

10.02.02 The other party is unable to conform to changes required by federal, state or local laws or regulations.

10.02.03 If, during the budget planning and adoption process, the Commissioners Court or the City Council fails to provide funding for this Agreement for that entity's fiscal year following the beginning of the Agreement.

10.02.04 Either party finds that the other party is not producing the results that are sufficiently beneficial to warrant continued expenditure of Agreement Funds.

10.03 **Procedure.** In the event of the occurrence of any provision allowing for termination, if no other procedure is specified, the party desiring to terminate shall notify the other party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, an effective date of termination at least thirty (30) days after that notice, and, in the case of partial termination, the portion of the agreement to be terminated.

10.04 Without Cause Termination. Either party may terminate this Agreement, in whole or in part, without cause, if the party wanting to terminate the Agreement notifies the other party in compliance with the Notice provisions of the Agreement of the decision to terminate this Agreement, the effective date of termination at least sixty (60) days after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

10.05 Continued Liability. Notwithstanding any exercise by County of its right of termination, City shall not be relieved of any liability to County for damages due to County by virtue of any breach of this agreement by City or for any payments due to County for services provided prior to the termination date.

11.0 NON-WAIVER

11.01 No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of City or County which then exists or may subsequently exist.

12.0 RESERVATION OF RIGHTS AND REMEDIES

12.01 County. All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

12.02 City. All rights of City under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to City under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

13.0 AMENDMENTS

13.01 Written Amendments. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all parties. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Commissioners Court.

13.02 Submission of Amendment. City shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the Travis County Purchasing Agent, with a copy to the Executive Manager. The Travis County Purchasing Agent, with the approval of the Executive Manager, shall present City requests to Commissioners Court for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by

County shall be submitted to the City Purchasing Agent.

14.0 BINDING AGREEMENT

14.01 This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

15.0 ENTIRE AGREEMENT

15.01 All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

15.02 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by Travis County through Travis County Services for the Deaf and Hard of Hearing, in accordance with the terms of this Agreement:

15.02.1 Attachment A - Hourly Rate by Level of Certification for Interpreters Assigned to City Health and Human Services Department for "Regular/Non-Legal" Assignments.

15.02.2 Attachment B - Hourly Rates by Level of Certification for Interpreters Assigned to City Municipal Court for Court Assignments

15.02.3 Attachment C - Definitions of Terms/Relevant Laws

16.0 LAW AND VENUE

16.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

17.0 SEVERABILITY

17.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 NOTICES

18.01 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third

day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

18.02 **County Address.** The address of County for all purposes under this Agreement shall be:

Sherri Fleming, County Executive
THHSVS
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

and

Cyd Grimes, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

18.03 **City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Mick Osborne, Senior Buyer
Purchasing Office
City of Austin
P. O. Box 1088
Austin, Texas 78767

18.04 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 18.0.

19.0 **LEGAL AUTHORITY**

19.01. **Legal Authority to Enter Agreement.**

19.01.01 City guarantees that City possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services City has obligated itself to perform under this Agreement.

19.01.02 County guarantees that County possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services

County has obligated itself to perform under this Agreement.

19.02 Signors.

19.02.01. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

19.02.02. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

20.0 CONFLICT OF INTEREST

20.01 The parties shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City or County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

21.0 POLITICAL AND SECTARIAN ACTIVITY

21.01 Neither party shall use any of the performance under this Agreement or any portion of the Agreement funds for any prohibited activity related to the result of an election for public office.

21.02 Both parties shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. Neither party shall execute any agreement with any primarily religious organization to receive Agreement Funds from unless the agreement includes provisions to effectuate this assurance. City and County shall submit such agreements to the other party prior to the release of Agreement Funds under such agreement.

22.0 PUBLICITY

22.01 When appropriate, City shall publicize the services and activities of City under this Agreement. In any publicity prepared or distributed by or for City, the funding through County shall be mentioned as having made the project possible.

23.0 INTERPRETATIONAL GUIDELINES

23.01 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County or City has declared a holiday for its employees these days shall be omitted from the computation.

23.02 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

23.03 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be sued in construing this Agreement.

24.0 ASSIGNABILITY

24.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court; provided, however, that the City may transfer its rights and obligations to the Travis County Healthcare District or to a non-profit corporation affiliated with the Travis County Healthcare District located in Travis County, Texas, without the County's consent. The City may make such transfer upon providing no less than thirty (30) days written notice to County. If County does not approve of such transfer, County may terminate the Contract within that thirty (30) day period by written notice to City.

25.0 OTHER PROVISIONS

25.01 **Survival of Conditions.** Applicable provisions of this Agreement, shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

25.02 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Agreement performance caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

25.03 This Agreement is not intended to confer rights or benefits on any person, firm or entity not a party to this Agreement; it being the intention of the Parties that there be no third party beneficiaries in this Agreement.

EXECUTED in duplicate originals this the ____ day of _____, 2013.

TRAVIS COUNTY

By: _____ Date: _____
Samuel T. Biscoe, County Judge

Approved as to Form: _____ Date: _____
Assistant County Attorney

CITY OF AUSTIN

By: _____
Printed Name: Marc Ott
Title: City Manager

Approved as to Form: Michael F. Cag Date: 2-5-14
Assistant City Attorney

ATTACHMENT A

**SERVICES FOR
AUSTIN HEALTH AND HUMAN SERVICES DEPARTMENT**

City agrees to pay County for interpreters assigned at the following rates per hour
for interpreters scheduled as requested by City.

Per Hour	Day Rate >48 Hour Notice	Day Rate <48 Hour Notice	Night Rate >48 Hour Notice	Night Rate <48 Hour Notice
STANDARD RATES	\$50.00	55.00	50.00	55.00

ATTACHMENT B

**SERVICES
FOR
MUNICIPAL COURT**

City agrees to pay County for interpreters assigned at the following rates per hour
for interpreters scheduled as requested by Municipal Court.

Per Hour	Day Rate >48 Hour Notice	Day Rate <48 Hour Notice	Night Rate >48 Hour Notice	Night Rate <48 Hour Notice
STANDARD RATES	\$85.00	95.00	95.00	105.00

ATTACHMENT C

DEFINITION OF TERMS/RELEVANT LAWS

DEFINITIONS:

"TCDHH" means abbreviation for Texas Commission for the Deaf and Hard of Hearing, a state agency which serves people who are deaf and hard of hearing and also evaluates and certifies sign language interpreters. The certifications granted include: Level I, Level II, Level III, Level IV, Level V and Court Certification. This agency was reorganized by the Texas Legislature and is now in the Department of Assistive and Rehabilitative Services (DARS); the Texas Commission for the Deaf and Hard of Hearing is now called DARS-Deaf and Hard of Hearing Services (DARS/DHHS).

"RID" means abbreviation for the Registry of Interpreters for the Deaf. The national organization of professional interpreters which evaluates interpreters and grants certification according to the skills demonstrated. (The other abbreviations are the various certifications available from this organization and can be seen at the organization web site <http://www.rid.org/>

"Court Certification" means a certification granted by the State of Texas through the Texas Commission for the Deaf and Hard of Hearing (DARS/DHHS) as evidence of participation in extensive court interpreting training and proof of court interpreting experience indicating eligibility to interpret in Court.

RELEVANT LAWS:

Government Code, Chapter 57, "Court Interpreters"

Code of Criminal Procedure, Chapter 15, "Arrest Under Warrant"

Code of Criminal Procedure, Article 38.331, "Interpreters for Deaf Persons"

Civil Practices and Remedies, Chapter 21, Subchapter A, "Interpreters for the Deaf"

Human Resource Code, Chapter 82, "Confidentiality of Interpreted," "Transliterated Conversations"

Government Code, Chapter 558

Texas Administrative Code, Chapter 183, Rule 183.705, "Court Interpreter Service Fees for the Deaf and Hard of Hearing"