

**INTERPRETER SERVICES AGREEMENT
BETWEEN THE CITY OF EL MIRAGE, ARIZONA
AND
ROGER MANCIA JR. DBA: INTERPRETER ALLIANCE LLC.**

THIS SERVICES AGREEMENT (this "Agreement") is made between the CITY OF EL MIRAGE, an Arizona municipal corporation (the "City") and ROGER MANCIA JR. DBA: INTERPRETER ALLIANCE LLC. (the "Contractor"). City and Contractor agree as follows:

Scope of Work. Contractor will provide services as set forth in the Scope of Work, attached and incorporated by reference. Contractor will provide interpretation, transcriptions, and translations in Spanish and Lesser-Used Languages for litigants and court users with Limited-English Proficiency (LEP) including American Sign Language (ASL) Interpretation and Transcription/Translation Services provided for litigants and court users who are deaf or hard-of-hearing, and/or blind. Transcription and/or translation services are used in a variety of areas including, but not limited to: courtroom proceedings, audio/video recordings, 911 calls, body worn camera footage, court documents, affidavits, letters, forms, transcripts, and brochures. Contractor will provide services to LEP individuals in all case types and a variety of settings, including but not limited to: initial appearances; arraignments; pre-trial conferences; trials; sentencing hearings; attorney/client interviews; post-conviction matters; and other assignments/services as needed/ordered. Any terms or conditions contained in another document are void where they conflict with this Agreement.

1. Compensation. City will pay Contractor the agreed rates set forth in the Scope of Work, attached and incorporated by reference. This Agreement may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor.
2. Term of Agreement. The term of this Agreement is for one year commencing on July 1, 2023 through June 30, 2024. Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms, subject to termination as described in Section 8.
3. Contractor Employee Management. Court reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to Court operations. Court reserves the right to request the replacement of Contractor personnel at any time, for any reason. The Contractor shall fully cooperate with other Court contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Court contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Court contractors.
4. Payments. Payment shall be made upon the Court's receipt of a properly completed invoice. The Contractor shall submit an original invoice for services rendered no

later than thirty (30) days after completion of a given assignment. All invoices shall, at a minimum, include all of the following:

- Requesting Agency Name and Address;
- Name of the Interpreter;
- Tier Level of Interpreter;
- Language Provided;
- Invoice Number;
- Remittance Address; and
- Dates, times, and duration of the interpreting services provided.

5. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.
6. Indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, claims costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.
7. Applicable Law; Venue. This Agreement will be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in Arizona.
8. Termination; Cancellation. Either party may terminate this Agreement for any cause or for no cause upon thirty (30) days written notice to the other party. The date the termination notice is delivered or mailed shall be deemed to be the date the respective notice periods begin. Upon termination, Contractor will be paid for all undisputed services performed prior to the termination date.
9. Conflict of Interest. This Agreement is subject to Ariz. Rev. Stat. § 38-511.
10. Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
11. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this

Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

12. Licenses. Contractor must maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Agreement, including City of El Mirage business license, as applicable.

SCOPE OF WORK

1.0 General Information

- 1.1 Interpreter services shall be provided by interpreters and preference to certified interpreters (Tier 3 and 4) who are professionally qualified to provide interpreter services to defendants.
- 1.2 The Contractor shall have appropriate experience and expertise required to provide interpreter services for the City of El Mirage, El Mirage City Court.
- 1.3 The Contractor shall indicate the knowledge, skill level and certification of the assigned interpreter.
- 1.4 This service shall be provided, on an 'as needed' basis. The City of El Mirage does not guarantee any amount of work during the term of the contract.
- 1.5 The Contractor shall provide interpreting services for the El Mirage City Court based on the agreed upon dates and times as determined by the need of the Court.
- 1.6 The Contractor shall provide at least twenty-four (24) hour business day advance notice to the El Mirage City Court, or designee, if a scheduled service shall be cancelled.
- 1.7 The Court will provide the contractor twenty-four (24) hours' notice in the event of a meeting date change/reschedule. Services that are cancelled or rescheduled by the Court with at least twenty-four (24) hour business day notification shall not be charged a fee. In the event the City must cancel services with less than a twenty-four (24) hour notice to the Contractor, an allowable fee equal to two hours (2) of service at the agreed upon rate will apply.

2.0 Delivery

2.1 In-Person Interpreting:

City of El Mirage, El Mirage City Court
14010 N. El Mirage Rd., Ste. C
El Mirage, AZ 85335

2.2 On-Demand Video Interpreting

2.3 On-Demand Telephonic Interpreting

3.0 Agreed Price Rate

- 3.1 Spanish to English Interpreting Non-Certified (Includes Tier 1 and 2) - \$65 per hour
- 3.2 Spanish to English Interpreting Certified (Tier 3 and 4) - \$75 per hour
- 3.3 ASL Licensed Legal A, C, D / CDI - \$80 per hour
- 3.4 Lesser Used Languages - \$80 per hour
- 3.5 Document Translation - 12 cents per word
- 3.6 Interpreting services shall be billed at a rate of a minimum of two (2) hour. Any additional service time exceeding the original requested service will be billed in fifteen (15) minute increments at a quarter (0.25) of the agreed hourly rate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed XXXXXXXXXX.

CITY OF EL MIRAGE,
a Municipal Corporation

J. Crystal Dyches
City Manager

Roger Mancia
Interpreter Alliance LLC Owner

ATTEST

Sharon Antes, City Clerk

APPROVED AS TO FORM

Justin Pierce, City Attorney