
**WILLIAMSON COUNTY
PROFESSIONAL SERVICES CONTRACT
FOR
INTERPRETATION SERVICES**

This Professional Services Contract for Interpretation Services (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Michael H. Almassi**, (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide interpretation services for the Williamson County District Courts *as an independent contractor* pursuant to terms of this Contract. Service Provider expressly acknowledges that it is not an employee of the County. The services include the services and work described in the attached **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: The term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until September 30, 2025.

III.

Consideration and Compensation: Service Provider will be compensated based on the Fee Schedule described in **Exhibit "B"**. Service Provider shall submit an invoice to County for all services provided in the preceding month. Payment for the services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on

September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

VIII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

IX.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

X.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XI.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of

this Contract.

XIII.

No Assignment: Service Provider may not assign this Contract.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

Authorized Expenses: In the event County authorizes, in advance and in writing,

reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. Scope of Services as described in the attached **Exhibit "A"**; and
- B. Fee Schedule as described in the attached **Exhibit "B"**.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

IN WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell
Bill Gravell (Feb 10, 2025 11:02 CST)

Authorized Signature

Bill Gravell

Printed Name

Date: Feb 10, 2025, 20

SERVICE PROVIDER:

Michael H. Almassi
Name of Service Provider

M. H. Almassi
Authorized Signature

Michael H. Almassi
Printed Name

Date: 11 16, 2025

Exhibit "A"

Scope of Services

The Williamson County District Courts intend to comply with all applicable State and Federal laws related to language access in the justice system. The Contract and this Exhibit are designed to ensure availability of qualified foreign language interpreters and support that compliance. Service Provider shall, upon request, provide one or more of the following services in support of the District Courts of Williamson County:

A. Interpretation ("Interpretation" or "Interpreting")

Interpretation is the process of accurately conveying words spoken in a language other than English into the English language or words spoken in the English language into a language other than English. Spoken-language interpretation provided by Service Provider shall be performed by a Licensed Court Interpreter who maintains a level of designation necessary to serve in the Williamson County District Courts (*see* Judicial Branch Certification Commission Rule 9.1). Interpretation provided under this Scope of Services may take place in a courtroom or in a court-related setting and may involve parties, attorneys, witnesses, court participants, observers, and/or the Court. Interpretation under this Scope of Services shall comply with all laws regulating Licensed Court Interpreters in the State of Texas and related rules contained in the Judicial Branch Certification Commission Rules and should reflect the best practices identified in the Texas Office of Court Administration document titled "Spoken Language Interpreting in Texas Courts".

B. Coordination of Interpreter Services ("Coordination")

On request from a Court or Court Staff, Service Provider shall provide a qualified interpreter, certified in the State of Texas by the Judicial Branch Certification Commission ("Interpreter"). This Interpreter shall meet the qualifications set forth above and may be an employee or sub-contractor of the Service Provider. Coordination shall include the following components:

- i. *Assignment* - An Assignment is a scheduled date and time of service set by a Court or Court Staff. An individual assignment may be for specific timeframes within a single day, or may be of a whole day, or multiple days.
- ii. *Scheduling Interpreter* - Receiving an Assignment from a Court or Court Staff for an Interpreter's services and scheduling an Interpreter to provide those services at the requested time, date, and location.
- iii. *Ensuring Services Provided Satisfactorily* - Receiving feedback on the performance of Interpreters.
- iv. *Serve as Billing Agent* - Prepare and present invoices based on services provided to Court for review and approval in the format directed by the Court. Receive payment for approved invoices.

C. Translation

Translation is the process of accurately conveying words written in a language other than English into the English language or words written in the English language into a language other than English. The Texas Judicial Branch Certification Commission does not currently license or certify translators. However, for the purpose of this Agreement, translation provided by Service Provider shall be performed by a Licensed Court Interpreter who has the level of designation necessary to serve in the Williamson County District Courts (*see* Judicial Branch Certification Commission Rule 9.1). The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

Exhibit "B"
Fee Schedule

THE STATE OF TEXAS



Michael H. Almassi
Master Farsi Interpreter
Licensed Court Interpreter (#72)
EIN 45-304-6210
469-667-7774

Interpretation Farsi to English: Rates and Contract

Please provide written confirmation via email if you agree to the fee as soon as possible.

Please provide written confirmation via email if you agree to the fee. Cancellation is considered anytime following receipt of confirmation; cancellation fee is \$400.

Cancellation within 48 hours of an out-of-town case will also include travel expenses.

When you respond, please provide specifics regarding the case and a copy of the Court Records/Notice of Disposition for this case.

1. What type of case is it? (Criminal, Family, etc.)
2. What are the circumstances around the case?
3. Who are the people involved (names).
4. What is their country of origin? (Dialects are quite different, so this important for my preparation.)
5. Who are the attorneys?

SERVICE PROVIDED	TYPE OF CASE	BILLING RATE	ESTIMATE
Interpretation Farsi/English for the following: <ul style="list-style-type: none">• Court• Live Deposition• Recorded Deposition• Mediation	Interpretation for cases including: <ul style="list-style-type: none">• Criminal• Family• Lawsuits• Personal Injury• Auto Accident• Traffic Violations	Day 1: Flat Rate for 6 hours NOTE: To ensure the quality of interpretation, the deposition cannot exceed 6 hours a day.	\$ 2,000
Travel Expenses		Hotel (~\$200 x 2 nights) Mileage (~225 x 2) x \$0.67 [per IRS 2024] Meals (\$60 x 2 days) Travel Time (3 hours x 2) x \$50	\$ 400 \$ 302 \$ 120 \$ 300
ESTIMATED TOTAL			\$ 3,122









Michael H Almassi - Interpretation Services Agreement - SIGNED (002)

Final Audit Report

2025-02-10

Created:	2025-02-10
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAD3Nhbc0HMbdOUIPltbzcLdKwqSlfh_tX

"Michael H Almassi - Interpretation Services Agreement - SIGNED (002)" History

-  Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-02-10 - 4:49:52 PM GMT- IP address: 173.219.39.210
-  Document emailed to Andrea Schiele (aschiele@wilco.org) for delegation
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-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Andrea Schiele (aschiele@wilco.org)
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-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-02-10 - 5:02:54 PM GMT - Time Source: server- IP address: 66.76.4.65
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