GENERAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the City of Thornton, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and _____ (the "Service Provider"). Thornton and Service Provider hereafter may be referred to collectively as, the "Parties" or individually as the "Party."

I. RECITALS

A. Thornton has determined that over the term of this Agreement, from time to time, the need will exist for the provisioning of certain services in connection with Court Interpreter and Translation Services**, Project No**. 134-26 (the Project); and

B. Service Provider has held itself out to Thornton as having the requisite expertise and experience to perform the required Services for the Project.

C. In consideration of the covenants and promises contained in this Agreement and Recitals incorporated herein, which their sufficiency is acknowledged by Service Provider and Thornton, the Parties agree as follows:

II. TERMS AND CONDITIONS

A. **Description of Services, Work.** The Vendor shall provide qualified, experienced, and professional interpreting and/or translation services for court-related proceedings between the court and individuals with limited English proficiency (LEP). Vendor shall provide these services as directed by the Court staff during scheduled and emergency hearings conducted in person, by telephone, or through virtual platforms.

B. **Service Provider Responsibilities, Scope of Services.** Service Provider will furnish all of the labor, supplies and materials, equipment, printing, and any other facilities or resources required to perform and complete the Services described in the attached **Exhibit A**, hereafter also called, "Service Provider's Scope of Services" the "Services" or "Work".

C. **Commencement Date, Term**.

1. This Agreement shall commence on _____ or on the date as indicated above or last signed by the Parties and terminate on Date or December 31, 2031, or upon Thornton providing Service Provider with seven (7) Calendar Days advance written notice, whichever occurs first.

2. After the first year, Thornton may renew this agreement at the same prices, terms and conditions for up to four (4) additional one (1) year terms by issuance of Purchase Order.

3. Notwithstanding the foregoing, if Notice to Proceed for Services has been issued by Thornton to Service Provider and the Services will not be

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completed as of the Agreement termination date, and if Thornton desires Service Provider to complete the Services, the terms and conditions of this Agreement shall survive the termination date of the Agreement and continue until the Services are completed to Thornton's satisfaction.

D. **Contract Documents.**

1. The following documents, which includes any exhibit and attachment listed, contained or referenced in the contract documents, by this reference, are incorporated, verbatim, and will hereafter be, the Agreement:

   a. Approved Amendments to this Agreement; and

   b. This General Service Agreement (together with Exhibits).

2. In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph D.1 above after the first listed document.

3. Service Provider may need additional documents to perform the required Work and Services, or to clarify certain aspects of the Work and Services, that are not listed in Section D.1 above. Such documents, unless specifically identified as such, are not Contract Documents. These documents, by way of example include, but are not limited to:

   a. The Request for Proposals (including Addenda);

   b. The Service Provider's response to the Request for Proposals;

   c. Other Thornton policies and procedures as applicable.

   d. [Editor – list others as appropriate]

E. **Cooperative Purchasing**

1. Thornton encourages the proper use of cooperative purchasing and reserves the right to make this agreement available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this agreement must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers from other municipalities and political subdivisions using this agreement in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

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F. **Personnel**

1. Service Provider shall perform the Services with the employees, subcontractors, agents and all other persons ("Personnel") identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton.

2. Service Provider shall employ competent Personnel at all times during the performance of the Work. Service Provider shall be responsible for acts and omissions of its Personnel working for Service Provider. Service Provider shall enforce strict discipline and good order among its Personnel performing the Work.

3. The person in charge shall represent Service Provider and communications given to the person in charge shall be as binding as if given to Service Provider. Important communications will be confirmed in writing. Other communications shall be similarly confirmed on written request.

4. Thornton, at any time, may revoke its approval of any person who is not performing in a manner satisfactory to Thornton, and Service Provider shall remove the objectionable person from the Work and replace them with someone acceptable to Thornton.

G. **Compensation.**

1. Remuneration. Thornton agrees to pay Service Provider for the satisfactory progression and completion of the Services:

   a. The agreed upon unit prices as set forth in Service Provider's proposal ("Unit Pricing"); or

   b. The billable hourly rates set forth in the attached **Exhibit C**, Schedule of Charges ("Hourly Rates").

   Notwithstanding which prescribed payment method is used, Thornton, in its reasonable discretion, may select one (1) or a combination of the aforementioned payment methods to compensate Service Provider. Likewise, the Parties by written amendment may convert from one (1) approved payment method to another under this Agreement. Service Provider further understands any compensation received from Thornton is subject to a "NTE" amount as provided for in **Exhibit C.**

2. Purchase Order Required. No work shall be performed without a Purchase Order from Thornton issued to the Service Provider.

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3. Invoicing.

a. Unless directed otherwise by Thornton's representative, Service Provider shall submit and send a detailed invoice in .pdf format to ap.invoices@ThorntonCo.gov.

b. Due Date. Compensation shall be due and payable thirty (30) Calendar Days after date of receipt by Thornton of a complete and correct invoice.

c. Hourly Rate. Payments to Service Provider based on billable hourly rate and eligible reimbursable expenses shall include hourly breakdowns for all personnel and shall show an itemization of other charges.

d. Required Invoice Information. Each invoice shall reference your assigned Purchase Order Number. Invoices shall also include a summary of the initial Agreement amount, amendments, total Agreement amount, and current billing and payment summaries.

4. Billable Rate Changes.

a. The billable hourly rates shall remain fixed for, at a minimum, the initial twelve (12) month term, or the first anniversary of the Agreement, whichever one applies ("First Term"). Service Provider may request an increase to the Billable Rate after the First Term and any subsequent Term provided Service Provider gives Thornton written notice a minimum of sixty (60) Calendar Days before the upcoming term.

b. Under no circumstances shall any billable hourly rate increase exceed the inflation rate based on the Denver-Aurora-Lakewood Consumer Price Index and published by the Bureau of Labor Statistics or as agreed to in writing by Thornton. The revised Billable Rate shall only be effective by written Amendment of this Agreement executed by Thornton.

H. **Changes to Service Provider's Scope of Services.**

1. A change in the Service Provider's Scope of Services shall constitute any change or amendment of Services, which is different from or additional to Service Provider's Scope of Services as defined in **Exhibit A** of this Agreement.

2. Work thereunder. All Minor Changes shall be made in writing and signed by the authorized representatives of both Parties.

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3. No change to the General Scope of Services, including any requested changes to contractually established billable/unit rates, shall be effective or paid unless authorized by a written Amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s) with the same formality as this agreement.

4. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the Scope of Services or the terms of this Agreement.

5. If Service Provider proceeds without such written authorization, then Service Provider shall be deemed to have waived any claim for additional compensation, including a claim based on a theory of promissory estoppel, unjust enrichment, quantum meruit, or implied Agreement.

I. **Compliance with All Laws and Regulations.**

1. All of the Services performed under this Agreement by Service Provider shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Thornton.

2. The Service Provider's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement and the Services shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.

J. **Confidentiality Obligations.**

2. To the extent Service Provider requires Thornton to provide Service Provider with its reports and other data ("Confidential Information") as may be available to Thornton and reasonably required for Service Provider to perform the Services, Service Provider will keep Thornton's Confidential Information secret and will not disclose it to any third party, take or misuse any of the Thornton's Confidential Information, or any other information Service Provider acquires or has access to because of its provision of Services.

3. At all times this Agreement is in effect, Service Provider will not use or seek to use any of Thornton's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to Thornton's interests.

4. Thornton's Confidential Information is Thornton's exclusive property, therefore, on Thornton's request or the termination of this Agreement, Service Provider will promptly return Thornton's Confidential Information including all documents, disks or other computer media or other materials in the Service

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Provider's possession or control containing any of Thornton's Confidential Information.

5. After this Agreement terminates, the Service Provider will preserve and not disclose directly or indirectly to any third party Thornton's Confidential Information and will promptly advise Thornton of any unauthorized disclosure or use of its Confidential Information by any person or entity.

6. Service Provider is authorized by Thornton to retain copies of its documents at Service Provider expense.

7. In regards to any electronic devices with data storage capability, including but not limited to, computers and copiers used by the Service Provider in connection with the performance of Services pursuant to this Agreement, Service Provider represents the following:

   a. All devices, such as copiers or fax machines that are not intended to be a data storage devise for purposes of performing the Services shall be routinely scrubbed, either manually or automatically, to delete any Confidential Information related to the Services.

   b. When any electronic device with data storage capacity is taken out of service, all such devises will be securely scrubbed of all data related to Thornton's Project and all data storage drives will be physically destroyed before disposing of the device to insure no Confidential Information belonging to Thornton could ever be retrieved from such device.

K. **Ownership of Work Product.**

1. All Services, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, or any other materials ("Work Product") developed by Service Provider shall be the sole and exclusive property of Thornton. Service Provider agrees to transfer the Work Product's copyright, trademark, or other intellectual property rights for no additional cost to Thornton. However, any reuse of Work Product other than for the specific intended purpose of this Agreement by Thornton without written authorization by Service Provider will be at Thornton's risk.

2. Before disposing of any Work Product materials Service Provider shall provide Thornton with a ten (10) Calendar Day written notice indicating it has Work Product materials, to give Thornton a reasonable opportunity to take physical possession of Work Product materials.

3. Aerial photography supplied by Thornton to Service Provider shall not be utilized for any purpose other than to perform the Services on behalf of Thornton.

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III. MISCELLANEOUS TERMS

A. **Indemnification.** To the fullest extent permitted by law, Service Provider agrees to defend, indemnify and hold harmless Thornton, its officers, agents and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Service Provider, any subcontractor of Service Provider, or any officer, employee or agent of Service Provider, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

B. **Insurance.** The Service Provider agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. Worker's Compensation Insurance. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Statutory limits are required. Evidence of qualified self-insured status may be substituted.

2. Commercial General Liability Insurance **(MINIMUM LIMITS)**

a.	Each Occurrence	$2,000,000
b.	Products/Completed Operations Aggregate	$1,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	General Aggregate	$2,000,000

The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (i) premises-operations; (ii) products and completed operations including materials designed, furnished, and/or modified in any way by Service Provider; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (v) where applicable, liability resulting from explosion, collapse, or underground exposures. The coverage shall not exclude faulty workmanship as a covered occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

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3. Professional Liability Insurance **(MINIMUM LIMITS)**

a.	Each Claim	$2,000,000
b.	Aggregate	$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

4. Automobile Liability Insurance. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the Service Provider's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.

5. Additional Insured. The Service Provider shall name Thornton, its officers, agents, and employees as additional insureds with respect to the Commercial General Liability and Auto Liability coverages required herein.

6. Certificates of Insurance. An initial Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsement, to Thornton by the Service Provider's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton prior to commencement of any Services under this Agreement.

   a. The Vendor's contact information, including, name, phone number, and e-mail address for future inquires and updates,

   b. The Agreement or Project name and number associated with the Certificate of Insurance; and

   c. All Endorsement pages.

   These documents shall be sent to:

   City of Thornton
   Attention: PA Name /Title
   9500 Civic Center Drive
   Thornton, CO 80229-4326

   Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at certificatesofinsurance@ThorntonCo.gov no later than thirty (30) Calendar Days prior to the expiration date along with the renewal Additional Insured Endorsement, and shall indicate "Renewal COI" and the Project Number in

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the e-mail subject line. Thornton reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Service Provider agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements pertaining to this particular Project.

7. Failure to Insure. Failure on the part of the Service Provider or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits **shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement,** or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Service Provider to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Service Provider from Thornton.

8. Other Insurance Requirements.

   a. Service Provider shall procure and maintain and shall cause any subcontractor of the Service Provider to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Service Provider pursuant to this section. The coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   b. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by the Service Provider. The Service Provider shall be solely responsible for any deductible losses under the policies required above.

   c. Service Provider shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

   d. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date or until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

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C. **Independent Contractor.**

1. It is understood and agreed by and between the Parties that the status of the Service Provider shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Provider is an employee or officer of Thornton under Chapter VII of the City Charter, or Chapter 54 of the City Code, or for any purpose whatsoever.

2. Without limiting the foregoing, the Parties hereby specifically acknowledge that **the Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or some other entity besides Thornton, that the Service Provider is not entitled to Workers' Compensation benefits from Thornton and that the Service Provider is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.** The Parties further acknowledge that the provisions of this paragraph are consistent with the Service Provider's insurance obligations that are set forth in this Agreement.

D. **Governmental Immunity**. The Parties hereto understand and agree that Thornton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to Thornton, its agents, officers, or employees.

E. **Grounds for Termination.**

1. Termination for Convenience by Thornton. In the event this Agreement is terminated for convenience, Thornton shall issue a written Notice to Terminate and Service Provider will be paid for all Services previously authorized and completed up to the date of Termination. Service Provider shall not be entitled to profit or overhead on uncompleted Services.

2. Termination for Cause. If Service Provider substantially or materially breaches the terms of this Agreement, or defaults in fulfilling the applicable terms and conditions of this Agreement shall be cause to terminate this Agreement and Thornton may seek to exercise all available legal and/or equitable remedies.

3. Termination for Non-Appropriations. In the event that Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year past the initial year, Thornton may, at the beginning of the fiscal year for which the City Council does not appropriate such funds and upon prior written notice as provided for, may terminate this Agreement without penalty and be released of further obligations.

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F. **Notice.** Any notice or communication between Service Provider and Thornton which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class, United States mail, addressed as follows:

THORNTON: City of Thornton
Attention: Andrew Miskell, CPPB, Purchasing Manager
9500 Civic Center Drive
Thornton, CO 80229-4326

SERVICE PROVIDER: _____
Attention: _____
_____
_____

G. **Applicable Law, Venue, Statute of Limitations.** This Agreement shall be governed by the laws of the State of Colorado. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement or the Services asserted by the Service Provider against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).

H. **Assignment.** Service Provider agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the Manager.

I. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Thornton a waiver of any subsequent breach of any such terms and conditions.

J. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Service Provider's books, documents, papers, and any other records of Service Provider which relate to the Services. Service Provider further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed, and the hours they worked. Service Provider shall retain these records for three (3) years after termination of this Agreement.

K. **Conflict of Interest.** Service Provider agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Service Provider represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or services of Service Provider by placing Service Provider's own interests, or the interest of any party with whom Service Provider has a contractual arrangement, in conflict with those of Thornton. Thornton, in its sole discretion, will

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determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Service Provider written notice that describes the conflict. Service Provider shall have twenty (20) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to Thornton.

L. **Coordination of Services.** Service Provider shall fully coordinate its services with other service providers, contractors, or other entities performing Services on the Project that interfaces with or is affected in any way by Service Provider's services, and with any interested city or other governmental agencies.

M. **Non-Discrimination.** Service Provider, its agents, employees, and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.

N. **Advertising, Public Disclosure.** Service Provider shall not include any reference to this Agreement or to Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or their designee.

O. **Time is of The Essence.** The Parties agree that in the performance of the terms and requirements of this Agreement by Service Provider that time is of the essence.

P. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

Q. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

R. **Joint Venture**. If a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Service Provider set forth in this Agreement.

S. **Taxes and Licenses.** Service Provider shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to the services and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the work. Service Provider shall furnish Thornton, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Service Provider shall promptly pay, when due, all bills, debts, and obligations it incurs performing the Services and allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.

T. **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

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U. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Service Provider nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Thornton and Service Provider that subcontractors and any other persons other than Thornton or Service Provider receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.

V. **Electronic Signatures and Electronic Records.** The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable City regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

W. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute this entire Agreement and that all representations made by any officer, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those that are expressly reserved herein to the Manager or their designee, shall be valid unless they are contained in an instrument that is executed by the Parties with the same formality as this Agreement.

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This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:
Jessica Whitney, Interim City Attorney

By: _____
City Attorney

CITY OF THORNTON, COLORADO:

_____
Kimberly Newhart
Finance Director

ATTEST:

_____
Kristen N. Long, City Clerk

CITY OF THORNTON, COLORADO:

_____
Sean Saddler, PE
Interim Executive Director of
Management Services

ATTEST FOR FIRM SIGNATURE: (If corporation)	INSERT FIRM NAME:
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

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EXHIBIT A

SERVICE PROVIDER'S SCOPE OF SERVICES

Changes may be made to the Final Scope of Services with Awarded Provider

The Vendor shall provide Interpretation and Translation services between the Court and individuals with limited English proficiency (LEP) or who are deaf or hard of hearing during courtroom proceedings. Services shall be provided for scheduled and emergency hearings conducted in person, by telephone, or through virtual platforms.

The Vendor shall provide qualified, experienced, and professional interpreting services for court-related proceedings, including but not limited to:

- Arraignments
- Initial appearances
- Pretrial hearings
- Motion hearings
- Evidentiary hearings
- Court and Trials
- Sentencing hearings
- Probation and compliance hearings
- Family, civil, juvenile, and criminal court proceedings
- Other judicial or administrative proceedings as requested

Thornton Municipal Court has a weekly interpreter docket on Thursday mornings, where three (3) Interpreters are required, and the primary language utilized is a general Spanish with no particular dialect requirement. Unique languages and other hearings are scheduled individually throughout the week during docket times (Monday through Thursday). Services shall be available for in-person, telephonic, and video remote interpreting (VRI). Thornton does not intend to pay for any leased or purchased equipment from the Vendor as a part of their video/remote Translation or Interpretation Services.

Interpreter Qualifications:

The Vendor shall ensure that Interpreters:

- For Spanish, all Interpreters must be, at minimum, listed as qualified or certified as defined by the Colorado Judicial Department's Office of Language Access (OLA);
- For languages other than Spanish, all Interpreters must be at minimum qualified or credentialed as defined by the Colorado Judicial Department's Office of Language Access (OLA);
- Are able to interpret simultaneously, and concurrently as a second option;

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- Are certified in American Sign Language ("ASL"), if ASL is requested for service;
- Demonstrate fluency in spoken and written English and the requested target language;
- Adhere to the applicable Code of Professional Responsibility for Court Interpreters in the Judiciary;
- Maintain neutrality, impartiality, and confidentiality;
- Successfully pass any required background screening or security requirements established by the Court; and
- Disclose any other interpretation and/or translation certifications or qualifications. For each certification or qualification as follows:
    - Identify the name of the certification or qualification and the certifying body and the language(s) for which your personnel hold such certification.

Languages Provided:

The Vendor shall provide interpretation in commonly requested languages and make reasonable efforts to provide services in less common languages upon request. For American Sign Language (ASL) Interpreters and translation services, the Vendor shall also make reasonable efforts to provide services as requested. The Vendor shall Include the list of languages for which interpretation can be provided.

Delivery of Services:

The Vendor shall abide by the following outlines for each type of service delivery.

In-Person Interpretation**:**

- Arrival of at least thirty (30) minutes prior to the scheduled proceeding unless otherwise directed by Thornton Court staff. All Interpreters must sign in at the time of arrival and sign out after services have been completed/prior to leaving.
- Report to the designated court representative.
- Remain available until released by court personnel.
- Comply with all courthouse security and operational procedures including but not limited to, The Code of Professional Responsibility for Interpreters in the Judiciary (Exhibit 1).

Telephone Interpretation:

- Be available on demand or by scheduled appointment.
- Connect promptly using the court-designated conference platform.
- Provide clear, uninterrupted interpretation throughout the proceeding.

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Video Remote Interpretation (VRI):

- Join hearings using the court-approved virtual platform.
- Maintain reliable audio and video connectivity.
- Use equipment capable of delivering high-quality audio and video.
- Ensure a private, undisturbed, and professional environment that protects confidential communications.

Scheduling and Response Time**:**

- Accept scheduled assignments during court's standard business hours as defined as Monday through Thursday, 7:00 am - 5:00 pm, excluding holidays. Court personnel shall oversee Interpreter scheduling for each court docket during the court's standard business hours. Note: if a hearing or trial extends beyond 5:00 p.m., Interpreters are required to stay until the end of the hearing or trial, without exception (non-standard time applies to services after 5:00 pm).
- Provide emergency or expedited services when requested.
- Confirm scheduled assignments within the timeframe established by the court.
- Notify the Court immediately if an assigned interpreter becomes unavailable, and what steps are being taken to fill the vacancy.

Performance Standards**:**

- Fulfill work times by the Vendor's assigned interpreter, as scheduled, without leaving early.
  - Leaving early shall require authorization from the Court staff.
- Provide complete, accurate, impartial, and simultaneous interpretation.
- Adhere to all directions stated or provided by the Court and presiding Judge during the time within Thornton's Court building.
- Interpret without omissions, additions, or alterations.
- Never provide legal advice to defendants or the recipient of the interpretation.
- Maintain professional conduct, appearance, and courtroom decorum.
- Protect confidential information obtained during assignments.
- Comply with all applicable federal, state, and local laws governing court interpretation services.
- Courtroom interpretation sound volume should be kept in conversational tones. Note: In order not to disrupt the courtroom, voices should be kept lowered or to a minimal level.

Equipment:

For telephone and virtual services, the Vendor shall provide Interpreters with:

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- High-speed internet access.
- Reliable telephone service.
- Computer or mobile device compatible with Court-approved platforms.
- Noise-free workspace.
- Headset with microphone to ensure audio quality.

Quality Assurance:

The Vendor shall implement quality assurance measures that include:

- Ongoing interpreter training.
- Performance monitoring.
- Complaint resolution procedures.
- Replacement of Interpreters at Thornton's discretion/request, who fail to meet performance expectations.
- Maintenance of certification and continuing education records.
- In-person or virtual meetings as needed by the Court.

Confidentiality:

The Vendor and all assigned Interpreters shall maintain strict confidentiality regarding all court proceedings, documents, recordings, and participant information. Information obtained during interpretation services shall not be disclosed except as required by law or authorized by the court.

Vendor Responsibilities:

- Maintain sufficient staffing to meet service demands.
- Provide a single point of contact for scheduling and issue resolution.
- Maintain appropriate liability insurance.
- Comply with all applicable labor, licensing, and employment requirements.
- Ensure continuity of services during staff absences or emergencies.
- Provide information on breaks required for any Interpreters/translators while providing services, provide detailed description (what services require for breaks, how often, time allotted, etc.).
- Provide any other details such as travel, wait time, mileage, etc.

Deliverables:

- Qualified Interpreters for each requested assignment.
- Timely confirmation of assignments.
- Reliable interpretation services in all approved service modalities.
- Accurate billing documentation.
- Periodic performance reports if requested by the Court.

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Performance Metrics:

Performance may be evaluated based on:

- On-time attendance.
- Assignment fulfillment rate.
- Accuracy of translation and professionalism.
- Customer satisfaction.
- Response time to urgent requests.
- Compliance with court policies and confidentiality requirements.
- Interpreter certification and qualification compliance.

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EXHIBIT B

SERVICE PROVIDER'S PERSONNEL AND SUBCONTRACTORS LISTING

To be included in final Agreement

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EXHIBIT C

SCHEDULE OF CHARGES

Appendix 2 Price Sheet to be included in final Agreement

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