



City of Avondale

City Council Meeting

Monday, December 16, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Michael Wawro, City Attorney

Marcella Carrillo, City Clerk

City Hall – Sonoran Conference Room

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting Agenda Monday, December 16, 2019

**CITY HALL – SONORAN CONFERENCE ROOM
11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323**

Request to Speak: Unscheduled public appearance will **not** be permitted at this meeting as the City Council will be participating through a telephone conference call. Members of the public may listen to the discussions by attending the meeting in-person at City Hall located at 11465 West Civic Center Drive.

REGULAR MEETING 6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPOINTMENT OF CHAIR AND VICE CHAIR TO THE PLANNING COMMISSION AND THE BOARD OF ADJUSTMENT

City Council will consider a request to approve the appointment of the Chair and Vice Chair of the Planning Commission and the Board of Adjustment for the calendar year 2020.

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

City Council will consider a request to approve the Council Subcommittee on Boards, Commissions and Committees's recommendations for the appointment of members of the City's Boards, Commissions and Committees. The Council will take appropriate action.

c. RESOLUTION 3599-1219 - CANVASS OF ELECTION, PUBLIC SAFETY LOCAL BOARD ELECTIONS

City Council will consider a request to adopt Resolution 3599-1219, declaring and adopting the results of the Local Board Elections held on November 18, 2019 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 3600-1219 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR CONTRACTING WITH OVERDRIVE, INC. FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES

City Council will consider a request to adopt Resolution 3600-1219 approving the First Amendment to an Intergovernmental Agreement ("IGA") with the Arizona municipalities of Buckeye, Parker, Quartzsite and Tolleson, modifying the administrative responsibilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PROFESSIONAL SERVICE AGREEMENTS FOR CERTIFIED COURT INTERPRETING AND TRANSLATION SERVICES

City Council will consider a request to approve three Professional Service Agreements for certified court interpreting and translation services to the following firms: (a) Professional Court Interpreting and Translation Service; (b) A Foreign Language Service, and (c) AZ Language Solutions in the amount of \$53,760 annually, and a cumulative amount of \$268,800 for a five year period and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. BUDGET AMENDMENT

Council will consider a request to: (a) approve a budget amendment of \$49,000 from General Fund contingency for a fire-medical response analysis and station location study and authorizing a contract with ORH Research Firm; (b) authorize three new full time equivalent (FTE) positions to include an Internal Auditor and two Business Attraction Program Manager positions for Economic Development, and a budget amendment from General Fund contingency to fund the positions; (c) approve a budget amendment transferring appropriations and one FTE from the Finance and Budget Department to the City Manager's Office for the Management Analyst in the City Manager's Office; and (d) authorize the Mayor or City Manager, City Clerk, and Finance and Budget Director to execute the necessary documents. The Council will take appropriate action.

g. AGREEMENT WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS FOR AVONDALE-GOODYEAR TRANSIT FEASIBILITY STUDY

City Council will consider a request to approve an agreement with the Maricopa Association of Governments to participate in the Avondale-Goodyear Transit Feasibility Study and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

3. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Appointment of Chair and Vice Chair to the Planning Commission and the Board of Adjustment

MEETING DATE: 12/16/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the appointment of the Chair and Vice Chair of the Planning Commission and the Board of Adjustment for the calendar year 2020.

BACKGROUND:

For 2019, the Chair for the Planning Commission was Russell Van Leuven and the Vice Chair for the Planning Commission was Lisa Amos.

For 2019, the Chair for the Board of Adjustment was Melissa Valdez and the Vice Chair for the Board of Adjustment was Oscar De Alba.

DISCUSSION:

The Bylaws for the Planning Commission and the Board of Adjustment require that the Council appoint the Chair and Vice Chair for these bodies. Each year, staff recommends members to serve in these positions for the upcoming years. This year's recommendations are as follows:

Planning Commission

Chair - David Iwanski
Vice Chair - Linda Warren

Board of Adjustment

Chair - Melissa Valdez
Vice Chair - Oscar De Alba

The members will serve in these positions for all of 2020.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending approval of staff's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

CITY COUNCIL REPORT

SUBJECT: Appointment of Members to the City's Boards, Commissions and Committees

MEETING DATE: 12/16/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Council Subcommittee on Boards, Commissions and Committees's recommendations for the appointment of members of the City's Boards, Commissions and Committees. The Council will take appropriate action.

BACKGROUND:

The Council Boards, Commissions, and Committees Subcommittee makes recommendations for membership based on term expirations, vacancies from resignations, or changes to member eligibility status.

As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations. The email also stated that the recommendation would be presented to the City Council as a scheduled Agenda item.

DISCUSSION:

The Council Subcommittee on Boards, Commissions and Committees held a meeting on December 4, 2019 to discuss and recommend candidates for appointment to the City's Boards, Commissions, and Committees.

The Council Subcommittee on Boards, Commissions and Committees recommendations for appointment are listed below:

Board of Adjustment

- Oscar De Alba as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).

CIP Citizens Committee

- Dana Arviso as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Israel Rios as the Art Committee Representative.

Energy, Environment, and Natural Resources Commission

- Litzy Hernandez as a Regular Member for a full term to expire on December 31, 2022 (moved up from

an Alternate Member).

- Billy Vaughan as a Regular Member for a full term to expire on December 31, 2022 (moved up from an Alternate Member).
- Rebecca Foster as an Alternate Member for a partial term to expire on December 31, 2020.
- Bernadette Barba as an Alternate Member for a partial term to expire on December 31, 2020.

Municipal Art Committee

- James (Jim) Painter as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Israel Rios Fregozo as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Denise Stanfield as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Shawna Scroggins as an Alternate Member for a partial term to expire on December 31, 2020.

Neighborhood and Family Services Commission

- Fabian Prado as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Delores Robinson as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Michelle McMullen as an Alternate Member for an additional term to expire on December 31, 2022 (reappointment).

Parks, Recreation, and Libraries Advisory Board

- Janet Beason as a Regular Member for an additional term to expire on December 31, 2022 (reappointment).
- Monique Ayers as an Alternate Member for a full term to expire on December 31, 2022.

Planning Commission

- Maribel Guerrero a Regular Member for a full term to expire on December 31, 2022 (moved up from an Alternate Member).
- Larry White as an Alternate Member for a partial term to expire on December 31, 2020

Public Safety Personnel Retirement System Board (Police/Fire)

- David Iwanski as a Regular Member for an additional term to expire on December 31, 2022 (reappointment)

Risk Management and Worker's Compensation Trust Fund Boards

- Linda Warren as a Regular Member for an additional term to expire on December 31, 2022 (reappointment)

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions, and committees.

CITY COUNCIL REPORT

SUBJECT: Resolution 3599-1219 - Canvass of Election, Public Safety Local Board Elections

MEETING DATE: 12/16/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3599-1219, declaring and adopting the results of the Local Board Elections held on November 18, 2019 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On October 1, 2019, the Notices of Election for the local board elections were posted at each fire station, police station, and the detention facility.

From October 1, 2019 through October 31, 2019, Notices of Interest were accepted through the City Clerk's Office. The City Clerk's Office received Notices of Interest from the following individuals:

Corrections Officer Retirement Plan local board

John Keenan
Steven Wernet

Public Safety Personnel Retirement System (Fire) local board

Timothy Erickson
Marlin Nightengale
Raymond Smith

Public Safety Personnel Retirement System (Police) local board

Paul Herrmann
David Jones
James Long

On November 5, 2019, ballots were prepared and distributed to eligible members of the Public Safety Personnel Retirement System (Fire and Police) local boards and the Corrections Officer Retirement Plan local board. Completed ballots were due back to the City Clerk's Office on November 18, 2019. On November 19, 2019 ballot counts for each election were conducted and election results were tallied using a two-person tally board.

DISCUSSION:

Pursuant to A.R.S. §38-847 and §38-893, each municipal fire department, each municipal police department,

and each city or town participating in the Corrections Officer Retirement Plan must establish a five (5) person Local Board, of which two are employees elected by secret ballot by members employed by the appropriate employer. The local board elections are conducted in accordance with Administrative Policy 65 - Public Safety Board Elections for Employees. Elected member terms are staggered and elections are held in odd-numbered years.

It is hereby found, determined and declared of record that: **John Keenan** received the majority of votes cast at the Election for the office of CORP – Local Board Member; **Timothy Erickson** received the majority of votes cast at the Election for the office of Fire – PSPRS – Local Board Member; and **David Jones** received the majority of votes cast at the Election for the office of Police – PSPRS – Local Board Member. The three newly elected representatives will receive a Certificate of Election from the City Clerk.

BUDGET IMPACT:

There is no fiscal impact related to the local board elections.

RECOMMENDATION:

Staff recommends City Council adopt Resolution XX-1219, declaring and adopting the results of the Local Board Elections held on November 18, 2019.

RESOLUTION NO. 3599-1219

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE LOCAL BOARD ELECTION HELD ON NOVEMBER 18, 2019.

WHEREAS, the City of Avondale (the “City”), Arizona, held an election on November 18, 2019 (the “Election”), for the election of three Local Public Safety Board Members; and

WHEREAS, the Election returns, which include (i) the number of votes received by each candidate and (ii) the titles of the offices voted for and the names of each person voted for to fill each office, are attached hereto as Exhibit A and incorporated herein by reference, have been presented to, and have been canvassed by, the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The total number of eligible voters for the Corrections Officer Retirement Plan (CORP) – Local Board Election was 10; the total number of ballots cast at the Election, as shown in the Election returns, was 9; the total rate of return was 90%.

SECTION 3. The total number of eligible voters for the Fire – Public Safety Personnel Retirement System (PSPRS) Local Board Election was 69; the total number of ballots cast at the Election, as shown in the Election returns, was 59; the total rate of return was 86%.

SECTION 4. The total number of eligible voters for the Police – Public Safety Personnel Retirement System (PSPRS) Local Board Election was 126; the total number of ballots cast at the Election, as shown in the Election returns, was 66; the total rate of return was 52%.

SECTION 5. The votes cast for the candidates for Board Member of the CORP – Local Board were as follows:

John Keenan
6

Steven Wernet
3

SECTION 6. The votes cast for the candidates for Board Member of the Fire – PSPRS Local Board were as follows:

Timothy Erickson
25

Marlin Nightengale
10

Raymond Smith
24

SECTION 7. The votes cast for the candidates for Board Member of the Police –

PSPRS Local Board were as follows:

Paul Hermann
11

David Jones
43

James Long
12

SECTION 8. It is hereby found, determined and declared of record that John Keenan (i) received the majority of votes cast at the Election for the office of CORP – Local Board Member and (ii) shall be issued a certificate of election.

SECTION 8. It is hereby found, determined and declared of record that Timothy Erickson (i) received the majority of votes cast at the Election for the office of Fire – PSPRS – Local Board Member and (ii) shall be issued a certificate of election.

SECTION 9. It is hereby found, determined and declared of record that David Jones (i) received the majority of votes cast at the Election for the office of Police – PSPRS – Local Board Member and (ii) shall be issued a certificate of election.

SECTION 10. This Resolution shall be in full force and effect immediately upon its adoption; a certified permanent copy of which shall be filed with the City Clerk, who shall maintain it as a permanent record.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 16, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A TO
RESOLUTION 3599-1219
Election Returns

Board Member - Corrections Officer Retirement Plan (CORP) – Local Board

John Keenan	6	67%
Steven Wernet	3	33%
Total ...9		100.00%

Board Member - Fire – Public Safety Personnel Retirement System (PSPRS) Local Board

Timothy Erickson	25	42%
Marlin Nightengale	10	17%
Raymond Smith	24	41%
Total ...59		100.00%

Board Member - Police – Public Safety Personnel Retirement System (PSPRS) Local Board

Paul Herrmann	11	17%
David Jones	43	65%
James Long	12	18%
Total ...66		100.00%

CITY COUNCIL REPORT

SUBJECT: Resolution 3600-1219 - First Amendment to Intergovernmental Agreement for Contracting with Overdrive, Inc. for Digital Library Reserve Application Services

MEETING DATE: 12/16/2019

TO: Mayor and Council

FROM: Christopher Lopez, Director, Neighborhood and Family Services, (623) 333-2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3600-1219 approving the First Amendment to an Intergovernmental Agreement ("IGA") with the Arizona municipalities of Buckeye, Parker, Quartzsite and Tolleson, modifying the administrative responsibilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In June 2012, the City Council adopted Resolution 3042-612 which approved the City to enter into an Intergovernmental Agreement with the Arizona municipalities of Buckeye, Parker, Quartzsite and Tolleson for the purpose of creating the Southwest Valley Library Consortium (SVLC). The SVLC provides digital e-Books and e-Audiobooks through a group license with OverDrive, Inc. City of Avondale staff took on the responsibility of administrator for the consortium, working with OverDrive, Inc., to coordinate services to all respective libraries.

DISCUSSION:

After researching different vendors and platforms of e-Materials (e-Books and e-Audiobooks), Avondale library staff determined a vendor other than OverDrive, Inc., provided better options for Avondale library patrons and, consequently, notified the SVLC members of the desire to leave the Consortium. In September 2019, Avondale Public Library started e-Books and e-Audiobook service with Bibliotheca's cloudLibrary. Access to e-books and e-Audiobooks through OverDrive was discontinued in mid-October 2019. City of Buckeye staff initiated the First Amendment to the original IGA in order to switch the administrative responsibilities of the SVLC from City of Avondale staff to the City of Buckeye staff.

BUDGET IMPACT:

The IGA has no requirements for expenditures for the City of Avondale.

RECOMMENDATION:

Staff is requesting City Council adopt a resolution authorizing the First Amendment to an Intergovernmental Agreement (IGA) instituted on or about June 6, 2012 with the Arizona municipalities of Buckeye, Parker, Quartzsite and Tolleson and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 3600-1219

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BUCKEYE, CITY OF TOLLESON, TOWN OF QUARTZSITE, AND THE TOWN OF PARKER FOR CONTRACTING WITH OVERDRIVE, INC. FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The First Amendment to Intergovernmental Agreement with the City of Buckeye, City of Tolleson, Town of Quartzsite, and the Town of Parker relating to contracting with Overdrive, Inc. for digital library reserve application services is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 16, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3600-1219

[Amendment]

See following pages.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTING WITH OVERDRIVE, INC.
FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES**

This first amendment to that Intergovernmental Agreement (“IGA”) is made and entered into as of this _____ day of _____, 2019 ("Effective Date"), by the City of Buckeye, a municipal corporation organized under the laws of the State of Arizona (hereafter “Buckeye”), and the City of Avondale, a municipal corporation organized under the laws of the State of Arizona (hereafter “Avondale”), the City of Tolleson, a municipal corporation organized under the laws of the State of Arizona (hereafter “Tolleson”), the Town of Quartzsite, a municipal corporation organized under the laws of the State of Arizona (hereafter “Quartzsite”) and the Town of Parker, a municipal corporation organized under the laws of the State of Arizona (hereafter “Parker”), collectively, the “Parties”.

RECITALS

- A. The parties entered into the IGA on or about July 3, 2012 (“Initial Participating Libraries”). A copy of the IGA is attached hereto as Exhibit A.
- B. The IGA allows the Initial Participating Libraries to maintain their public library by providing its residents access to knowledge through technological resources which assist them in meeting their informational, recreational, educational and cultural needs through a group license with OverDrive, Inc. (“Participating Library”)
- C. Avondale served as OverDrive’s point of contact on behalf of the Initial Participating Libraries, and Avondale no longer desires to be a Participating Library under the IGA.
- D. Buckeye is willing to assume the administrative responsibilities of Avondale under the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the Parties agree as follows:

- 1. The Recitals by this reference are hereby incorporated into this Amendment #1.
- 2. The IGA is hereby amended as follows:

* * *

- 2.1 Design of Library Website. The City of Buckeye (“Buckeye”) will serve as OverDrive’s point of contact on behalf of the Initial Participating Libraries with regard to the design of the Library Website during the development of the Library Website. If the Initial Participating Libraries have comments or

suggestions with regard to design and development of the Library Website, they shall communicate the same to Buckeye to relay to OverDrive. Buckeye, acting on behalf of the Initial Participating Libraries, retains final approval on the design of the Library Website.

* * *

3. A Participating Library may terminate its participation in this Agreement by providing not less than 30 days' written notice of the intent to terminate the Agreement to the other Participating Libraries. All Content and Library Website shall remain accessible to the other Participating Libraries, this Agreement shall remain in full effect with respect to the remaining Participating Libraries and Buckeye will distribute an updated Exhibit B (Additional Participating Libraries List) to all Participating Libraries. If all Participating Libraries terminate this Agreement, this Agreement shall terminate and the Content shall be returned to OverDrive, within 30 days' of termination.

3. **Cancellation.** The Parties acknowledges that the IGA and this Amendment No. 1 are subject to cancellation by any Participating Library without penalty or further obligation pursuant to the provisions of A.R.S. § 38-511.

4. **Governing Law; Venue.** This Amendment No. 1 will be governed by, and construed in accordance with, the laws of the State of Arizona. The proper venue for any proceeding at law or in equity or under the provisions for arbitration shall be Maricopa County, Arizona and the Parties hereto hereby waive any right to object to venue.

5. **Waiver.** The failure of any Party to insist upon strict adherence to any term of this Amendment No. 1 will not be considered a waiver or deprive the Party afterwards of the right to insist upon the strict adherence to that term of Amendment No. 1 and the IGA.

6. **Severability.** In the event any term or condition of this Amendment No. 1 or application to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this Amendment No. 1 which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Amendment No. 1 are declared severable.

7. **Obligations Imposed by Law.** Nothing in this Amendment No. 1 is intended to relieve, relinquish or delegate any obligation or responsibility imposed upon either Party by law. This Amendment No. 1 is not intended to, nor shall it be construed so as to, supersede or restrict the jurisdiction, function or power of either Party.

8. **Recordation.** This Amendment No. 1 to the IGA may be recorded through the Maricopa County Recorder's office after execution of this Amendment No. 1 by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the dates indicated below.

“Participating Library”

CITY OF BUCKEYE, ARIZONA,
a municipal corporation

By _____
Jackie A. Meck, Mayor

DATED _____

ATTEST:

Lucinda J. Aja, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Attorney acknowledges that (i) she reviewed the above Amendment on behalf of the City of Buckeye and (ii) as to the City of Buckeye only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Shiela B. Schmidt, City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGES]

“Participating Library”

CITY OF AVONDALE, ARIZONA,
a municipal corporation

By _____
Kenneth Weise Mayor

DATED _____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Attorney acknowledges that (i) he reviewed the above Amendment on behalf of the City of Avondale and (ii) as to the City of Avondale only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Michael Wawro, City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGES]

“Participating Library”

CITY OF TOLLESON, ARIZONA,
a municipal corporation

By _____
Anna Tovar, Mayor

DATED _____

ATTEST:

Crustal Zamora, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Attorney acknowledges that (i) she reviewed the above Amendment on behalf of the City of Tolleson and (ii) as to the City of Tolleson only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Justin S. Pierce, City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGES]

“Participating Library”

TOWN OF QUARTZSITE, ARIZONA,
a municipal corporation

By _____
Norm Simpson, Mayor

DATED _____

ATTEST:

Tina Abriani, Town Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Attorney acknowledges that (i) she reviewed the above Amendment on behalf of the Town of Quartzsite and (ii) as to the Town of Quartzsite only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Susan D. Goodwin, Town Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGES]

“Participating Library”

TOWN OF PARKER, ARIZONA,
a municipal corporation

By _____
Dan Beaver, Mayor

DATED _____

ATTEST:

Amy Putnam, Town Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he reviewed the above Amendment on behalf of the Town of Parker and (ii) as to the Town of Parker only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____, City Attorney

EXHIBIT A

Intergovernmental Agreement

[See following pages.]

**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTING WITH OVERDRIVE, INC.
FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made by and between the Arizona municipal corporations listed on Exhibit A, attached hereto and incorporated herein by reference, on behalf of their respective public libraries (each referred to individually as an "Initial Participating Library" and collectively identified as the "Initial Participating Libraries"), to join in a group license of Overdrive, Inc., ("OverDrive") application services and downloadable digital media by entering into an agreement with OverDrive (the "OverDrive Agreement"). The group license will provide downloadable digital media to library patrons of Participating Libraries through a shared website (the "Library Website"), thus reducing costs and increasing the variety of materials available to library users. All capitalized terms not defined in this Agreement shall have the meanings set forth in the OverDrive Agreement.

RECITALS

A. The Initial Participating Libraries have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

B. Each Initial Participating Library maintains a public library, the objective of each of which is to serve the public purpose of providing residents access to knowledge through technological resources which assist them in meeting their informational, recreational, educational and cultural needs.

C. The Initial Participating Libraries desire to join in a group license of OverDrive application services and downloadable digital media to further the public purpose of providing patrons of each Initial Participating Library with access to an increased variety of downloadable digital media at a reduced cost to the Initial Participating Libraries.

D. The Initial Participating Libraries desire to allow other Arizona municipal corporations, on behalf of their public libraries (each, an "Additional Participating Library"), to become parties to this Agreement upon adoption hereof, unchanged, by each such Additional Participating Library. The list of Additional Participating Libraries shall be attached hereto as Exhibit B and incorporated herein by reference and shall be updated and substituted herein upon the approval of the Council of the municipality of each new Additional Participating Library. The Initial Participating Libraries and the Additional Participating Libraries are individually referred to as a "Participating Library" or collectively referred to as "Participating Libraries."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Libraries hereby agree as follows:

1682136.1

1. Term. The initial term of this Agreement shall be effective as of the date of the first Initial Participating Library's signature hereon and shall remain in full force and effect until the expiration or termination of the OverDrive Agreement.

2. Participating Library Obligations.

2.1 Design of Library Website. The City of Avondale ("Avondale") will serve as OverDrive's point of contact on behalf of the Initial Participating Libraries with regard to the design of the Library Website during the development of the Library Website. If the Initial Participating Libraries have comments or suggestions with regard to design and development of the Library Website, they shall communicate the same to Avondale to relay to OverDrive. Avondale, acting on behalf of the Initial Participating Libraries, retains final approval on the design of the Library Website.

2.2 System and Network. Each Participating Library shall provide a suitable network and Internet system for integration of Application Services into the Library Website or other systems. Each Participating Library shall be responsible for its own expenses and costs under this Agreement and the OverDrive Agreement in the preparation, systems integration, use of the Application Services, or for any performance of its duties hereunder.

2.3 Integration and Implementation of Library Website. After OverDrive has created and designed the Library Website, OverDrive will confer and cooperate with each Participating Library and its information technology department to implement, integrate and ensure the functionality, of the Library Website, the Digital Library Reserve, the Application Services and to effectuate compliance with the Digital Library Reserve Guidelines to the extent possible. Each Participating Library shall cooperate with OverDrive during the development of the Library Website. If problems arise with a Participating Library's use of the Library Website, the Digital Library Reserve or the Application Services, such Participating Library shall contact OverDrive to resolve the issues. If the Library Website, the Digital Library Reserve or the Application Services are not functional or the services do not comply with the Digital Library Reserve Guidelines after the OverDrive's assistance during the development stage, a Participating Library may terminate the OverDrive Agreement in accordance with its provisions and may terminate its participation in this Agreement as set forth in Section 3 below.

2.4 Payment of Fees and Taxes. Each Participating Library shall pay OverDrive any and all applicable fees and taxes for joining the Library Website and ongoing services provided by OverDrive. Participating Library shall direct to OverDrive any dispute relating to fees or taxes. Each Participating Library acknowledges that if a Participating Library fails to timely pay OverDrive, the non-paying Participating Library is solely responsible for that payment and may not take any negative action against another Participating Library.

2.5 Use of Content. Each Participating Library shall share its Content with other Participating Libraries and shall use the Content in accordance with the terms and conditions of the OverDrive Agreement.

2.6 Copyright Protection; Patron Authentication; Data Security. Each Participating Library shall establish policies and procedures to abide by the Digital Library

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Reserve Guidelines as described in Schedule “B” attached to the OverDrive Agreement. Each Participating Library shall keep appropriate documentation and systems information to validate the number of downloads of Digital Products and Content. Each Participating Library shall make reasonable efforts to maintain the security of Patron data or information and reasonably cooperate with OverDrive to achieve OverDrive’s and its Publishers’ and suppliers’ objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Products and Content.

2.7 Personnel; Operation of Library Website. Each Participating Library shall assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the Application Services and the Library Website and to provide Primary Support for that Participating Library’s Patrons. Participating Libraries shall use reasonable efforts to operate the Digital Library Reserve and the Library Website in compliance with the terms of this Agreement and the OverDrive Agreement. After development of the Library Website, each Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from that Participating Library’s home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.

2.8 Integrating Participating Library Catalog with Library Website. With the exception of the Application Services configured and hosted by OverDrive, each Participating Library is solely responsible for all aspects of its own catalog integration, operation, training, support and/or maintenance necessary for the operation of and its connection to the Library Website. This may include requiring a Participating Library to obtain, at its own expense, a 3M Standard Interchange Protocol (“SIP”), the second version of 3M’s SIP (“SIP2”) or other similar protocol software license from a third party vendor to support direct integration of the Application Services with their Integrated Library System (“ILS”) as well as the cost for customized MARC records it may obtain from a third party supplier, such as OCLC.

2.9 Updating and Protecting Information. Each Participating Library shall keep its Digital Library Reserve Account information current and alert OverDrive of any changes in the main personnel assigned to provide the Participating Library’s Primary Support. Each Participating Library shall use reasonable efforts to ensure that information or data relevant to the operation of the Library Website will be treated as required by applicable law and reasonable and customary commercial practices.

2.10 Primary Support. Each Participating Library agrees to perform Primary Support for its Patrons who use the Library Website. Each Participating Library will perform requested installation, upgrade, and reasonable technical services for the Application Services on the Participating Library’s network and system pursuant to installation and support procedures and policies as developed and communicated by OverDrive and as modified from time-to-time. OverDrive will provide Participating Library with the procedures and policies for installation and support, as well as any other instructional materials, regarding Primary Support.

2.11 No Participating Library Warranties for Application Services. Each Participating Library represents and agrees that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and products. Each

Participating Library will take reasonable steps to ensure that its employees, agents, and others under its direction, abide by the terms and conditions of this provision and this Agreement. Each Participating Library shall, at its own expense, comply with all applicable laws, ordinances, rules and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operations of the Application Services.

2.12 Patron Support Resources on Library Website. Avondale shall post on the Library Website OverDrive-supplied Frequently Asked Questions and other support information and links to assist with providing Patrons with answers to frequently asked questions.

3. Termination of Agreement. A Participating Library may terminate its participation in this Agreement by providing not less than 30 days' written notice of the intent to terminate the Agreement to the other Participating Libraries. All Content on the Library Website shall remain accessible to the other Participating Libraries. Following termination of participation by one or more Participating Libraries, this Agreement shall remain in full effect with respect to the remaining Participating Libraries and Avondale will distribute an updated Exhibit B (Additional Participating Libraries List) to all Participating Libraries. If all Participating Libraries terminate this Agreement, this Agreement shall terminate and the Content shall be returned to OverDrive within 30 days' of termination.

3.1 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. A Participating Library may cancel this Agreement without penalty or further obligations by the Participating Library or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Participating Library or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

3.2 Gratuities. A Participating Library may, by written notice to the other Participating Libraries, cancel this Agreement if it is found by the Participating Library that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Participating Libraries or any agent or representative of the Participating Libraries to any officer, agent or employee of the Participating Library for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the Participating Library shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

4. Applicable Law; Venue. In the performance of this Agreement, all Participating Libraries to the Agreement shall abide by and conform to any and all laws of the United States, the State of Arizona, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

5. Indemnification. Each Participating Library (each, an "Indemnitor") agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other Participating Libraries (each, an "Indemnitee") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any Indemnitee 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 based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Indemnitor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

6. Insurance.

6.1 General Insurance Requirements. The Participating Libraries mutually agree to provide for their respective financial responsibilities relating to liability arising out of this Agreement and the OverDrive Agreement through either the purchase of insurance or the provision of self-funded insurance program.

6.2 Workers' Compensation Insurance. All Participating Libraries to the Agreement agree that they are not joint employers for the purpose of workers' compensation coverage. To the extent that employees of one Participating Library performs duties on behalf of another Participating Library with respect to the OverDrive Agreement, such employee shall be deemed to be an "employee" of both public agencies while performing such duty pursuant to this Agreement solely for the purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits which may accrue. Each Participating Library shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

7. Miscellaneous. The Participating Libraries further agree as follows:

7.1 Amendment. This Agreement may be modified only by a written amendment signed by all of the Participating Libraries; provided, however, that this Agreement may be amended unilaterally for the sole purpose of allowing an Additional Participating Library to join in this Agreement. After approval of this Agreement in its entirety, and prior to entering into the OverDrive Agreement, each new Additional Participating Library shall submit a fully executed signature page, in the form attached hereto, to all of the other Participating Libraries. Avondale will also distribute an updated Exhibit B (Additional Participating Libraries List) to all Participating Libraries.

7.2 Relationship of Participating Libraries; Authority. Each Participating Library to the Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the others. Each Participating Library shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

7.3 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Participating Libraries with respect to its subject matter hereof, and all agreements, whether oral or written, entered into prior to this Agreement with respect to the subject matter hereof are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Participating Libraries except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The Participating Libraries acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

7.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

7.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

7.6 Assignment. None of the Participating Libraries may assign or delegate any of its rights hereunder.

7.7 Waiver. Failure of any Participating Library to exercise any right or option arising out a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

7.9 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to

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a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to an Initial Participating Library: See Exhibit A

If to an Additional Participating Library: See Exhibit B

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.10 Agreement Subject to Appropriation. The performance by each Participating Library to this Agreement of its respective obligations under the Agreement is subject to actual availability of funds appropriated by each Participating Library for such purposes. Each Participating Library to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each Participating Library shall keep the other Participating Libraries fully informed as to the availability of funds for its obligations. The obligation of each Participating Library to fund any obligation pursuant to the Agreement is a current expense of such Participating Library, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Participating Library. If the Council of a Participating Library fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate with respect to that Participating Library at the end of the then-current fiscal year and such Participating Library shall thereafter be relieved of any subsequent obligation under the Agreement. The Agreement will remain in full effect for the remaining Participating Libraries to the Agreement.

7.11 E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other parties' subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other parties. The parties and their respective subcontractors shall cooperate with the other parties' random inspections including granting the

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inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

7.12 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, each Participating Library certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If it is determined by a court of competent jurisdiction that a Participating Library submitted a false certification, that Participating Library’s participation in this Agreement shall terminate without any further action by any other Participating Library. This Agreement will remain in full force and effect with respect to the remaining Participating Libraries.

IN WITNESS WHEREOF, the Participating Libraries have executed this Agreement on the dates of their respective signatures written below.

[SIGNATURES ON THE FOLLOWING PAGES]

“Participating Library”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

Carmen Martinez, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire, City Attorney

"Participating Library"

TOWN OF BUCKEYE, an Arizona
municipal corporation

Jackie A. Meck, Mayor

Date: July 3, 2012

ATTEST:

Lucinda Aja, Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Scott W. Ruby, Town Attorney

“Participating Library”

TOWN OF PARKER, an Arizona
municipal corporation

Dan Beaver, Mayor

Date: _____

ATTEST:

Candy Cockrell CMC, Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Scott W. Ruby, Town Attorney

“Participating Library”

CITY OF TOLLESON, an Arizona
municipal corporation

Adolfo F. Gámez, Mayor

Date:_____

ATTEST:

Chris Hagen, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Scott W. Ruby, City Attorney

Participating Library – Sample Signature Page

CITY/TOWN NAME, an Arizona
municipal corporation

_____, Mayor

Date: _____

ATTEST:

_____, City/Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____, City/Town Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTING WITH OVERDRIVE, INC.
FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES

[Initial Participating Libraries]

See following pages.

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**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTING WITH OVERDRIVE, INC.
FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES**

INITIAL PARTICIPATING LIBRARIES

1. City of Avondale

Notice to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

2. Town of Buckeye

Notice to: Town of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6099
Attn: Stephen S. Cleveland, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 340-1538
Attn: Scott W. Ruby, Esq.

3. Town of Parker

Notice to: Town of Parker
1314 11th Street
P.O. Box 610
Parker, Arizona 85344
Facsimile: (928) 669-5247
Attn: Lori Wedemeyer, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 340-1538
Attn: Scott W. Ruby, Esq.

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4. City of Tolleson

Notice to: City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353
Facsimile: (623) 907-2629
Attn: Reyes Medrano, Jr., City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 340-1538
Attn: Scott W. Ruby, Esq.

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EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTING WITH OVERDRIVE, INC.
FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES

[Additional Participating Libraries]

See following pages.

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**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTING WITH OVERDRIVE, INC.
FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES**

ADDITIONAL PARTICIPATING LIBRARIES

1. City/Town Name

Notice to: City/Town Name
Address
Address
Facsimile: _____
Attn: _____, Title

With copy to: Name of Company
Address
Address
Facsimile: _____
Attn: _____

2. City/Town Name

Notice to: City/Town Name
Address
Address
Facsimile: _____
Attn: _____, Title

With copy to: Name of Company
Address
Address
Facsimile: _____
Attn: _____

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CITY COUNCIL REPORT

SUBJECT: Professional Service Agreements for Certified Court Interpreting and Translation Services

MEETING DATE: 12/16/2019

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator, (623) 333-5822

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve three Professional Service Agreements for certified court interpreting and translation services to the following firms: (a) Professional Court Interpreting and Translation Service; (b) A Foreign Language Service, and (c) AZ Language Solutions in the amount of \$53,760 annually, and a cumulative amount of \$268,800 for a five year period and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City issued Request for Proposals ("RFP") 19-116 Court Interpreter Services August 29, 2019. Three proposals were received from (1) Professional Court Interpreting and Translation Service, (2) A Foreign Language Service, and (3) AZ Language Solutions. All three firms submitted a complete proposal packet in compliance with RFP requirements. Staff reviewed the proposals to determine the qualifications of their proposals and evaluations were held for scoring purposes.

Professional Court Interpreting and Translation Service has provided interpreting and translation services for the Avondale City Court since 2009/2010 fiscal year. A Foreign Language and AZ Language Solutions has provided interpreting and translation services for the Avondale City Court within the past couple of years and all three firms with no complaints.

DISCUSSION:

The Avondale City Court is required to provide Certified court interpreting and sign language services to non-English speaking litigants for any matters before the court in order to provide due process to defendants, victims and witnesses who appear in this court and to facilitate meaningful communication between attorneys and their clients.

Due to the wide variety of languages used in the community requiring certified interpreters and translators, the Court believes that a multiple award to all three proposing firms is an appropriate recommendation. The award of multiple firms would allow the Court the flexibility to utilize any combination of the companies to support their interpreter and translation service needs.

The scope of work Professional Court Interpreters and Translation Service, A Foreign Language and AZ Language Solutions will perform is certified interpreting services in the target language for the Avondale City Court to include: simultaneous certified interpretation of court proceedings; consecutive certified interpretation

in and out of court as requested, translation of court-related documents and providing interpretation and translation services as need and directed by the Court.

All certified interpreters representing Professional Court Interpreters and Translation Service, A Foreign Language Service and AZ Language Solutions and providing services to the Avondale City Court are held to a professional standard of conduct and code of ethics.

These Agreements may be extended for up to (4) four successive one-year terms if (i) at least thirty days prior to the end of the then-current term of this Agreement, the Contractor requests in writing to extend the agreement for an additional one-year term and (ii) the City approves the additional one-year term in writing, as evidenced by an amendment to the Agreement signed by the City and the Contractor, which approval may be withheld by the City for any reason.

BUDGET IMPACT:

Funding in the amount of \$29,760 is available in the Court's Interpreter Fees line items 101-6200-00-6070 and 235-6200-00-6070. Funding in the current budget in the amount of \$24,000 will be supplemented for this budget year in budget line item 227-6210-00-6180. The term of this agreement is one year with four (4) one-year extensions.

RECOMMENDATION:

Staff recommends that the City Council approve an Agreement with Professional Court Interpreting and Translating Service, A Foreign Language and AZ Language Solutions in the amount of \$53,760 annually, and a cumulative amount of \$268,800 for a five (5) year period to provide certified court interpreting and translation services for the Avondale City Court and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
A FOREIGN LANGUAGE SERVICE CORP.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 16, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and A Foreign Language Service Corp. a(n) Arizona Corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, "CT 19-116 COURT INTERPRETER SERVICES" (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for professional court interpreter and translation services (the "Services").

B. It is hereby determined to be in the City's best interest to issue a multiple award(s) to help alleviate any scheduling conflicts and allow the City the flexibility to utilize any combination of the companies to support unique interpreter or translation services needs. This multiple award resulted in a primary contract award and two alternate secondary contract award(s) as a backup to meet service and scheduling needs.

C. The Consultant responded to the RFP by submitting a proposal and clarification response (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant as a secondary contract award for the Services to furnish all labor, supervision, materials, equipment and supplies to perform interpreting and translation services for the Avondale City Court (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 16, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for

renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement. For project(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the specific Services to the City agreed upon between the parties in a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit D and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter such terms and conditions or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the Exhibit C. attached hereto and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being 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 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 based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or

a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for

claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the

City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent

obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant 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. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Loretta Browning, Senior Buyer
Attn: Michael Wawro, City Attorney

If to Consultant: A Foreign Language Service
40 West Baseline Road, Suite 204
Mesa, AZ 85210
Attn: Betty Pye; betty@400Languages.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations

under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"City"

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

"Consultant"

A Foreign Language Service,
a(n) Arizona Corporation

By: _____

Name: _____

Title: _____

William J. Peters

General Manager

Dec 5, 2019

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Consultant's Proposal]

See following pages.



A Foreign Language Service
40 West Baseline Road Suite #204 Mesa AZ 85210
Phone: 480-813-4242 Fax: 480-323-2324
Email: betty@400Languages.com
Web Site: www.400Languages.com

Part II A General Information (1)

PROPOSAL COVER LETTER/CITY OF AVONDALE RFP #CT 19-116

Betty Pye
40 West Baseline Rd Suite# 204
Mesa AZ 85210
480-813-4242

Loretta Browning
City of Avondale
Senior Buyer
11465 West Civic
Center Drive
Avondale, AZ 85323
Phone: 623.333.2029

To Whom It May Concern:

Enclosed is the proposal you requested, Titled: RFP CT 19-116 Court Interpreting Services

I also wish to take this opportunity to thank you, together with the other members of your team for the information and efforts, you offered in helping me draft this business proposal for the court interpreting solicitation CT 19-116.

Please be at liberty to review the proposal as I have endeavored to include all requested information and materials, you required. Feel free to call or arrange for a meeting with me if there is a need for clarification or additional information as I am looking forward to working with you in the future

Sincerely

Betty Pye [Ink Signature is on the Hard Copy]

Betty Pye
Office Manager

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**CITY OF AVONDALE
COURTS DEPARTMENT
CT 19-116**

Part II A General Information (2)

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and Professional Services Agreement terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

DBA --A Foreign Language Service
Foreign Language Service Corp.
VENDOR SUBMITTING PROPOSAL

86-0974705
FEDERAL TAX ID NUMBER

Betty Pye --Office Manager
PRINTED NAME AND TITLE

Betty Pye [Ink Signature is on Hard Copy]
AUTHORIZED SIGNATURE

40 West Baseline Road Suite #204
ADDRESS

480-813-4242 480-323-2324
TELEPHONE FAX#

Meas AZ 85210
CITY STATE ZIP

September 14, 2019
DATE

www.400Languages.com
WEB SITE

betty@400Languages.com
E-MAIL ADDRESS

ARIZONA CORPORATION COMMISSION FILE No. 08989520 [S-Corp]

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
- ☒ Minority Business Enterprise (MBE)
- ☒ Disadvantaged Business Enterprise (DBE)
- ☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

No but the application is in progress and will supply you a copy when completed

AFLS "We Bring Understanding to your world"

If yes, please provide details and documentation of the certification.

**CITY OF AVONDALE
COURTS DEPARTMENT
CT 19-116**

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AND
A FOREIGN LANGUAGE SERVICE**

Consultants Proposal: on the pages below

Part II GENERAL INFORMATION

A. General Information

(3) Vendor Identification Information

Foreign Language Service [DBA] A Foreign Language Service

Located at: 40 West Baseline Road Suite #204 Mesa AZ 85210

AZ Corp/Comm file 08989520 [S-Corp]

#

Federal Tax ID 86-0974705

#



AFLS “We Bring Understanding to your world”

Secure | <https://ecorp.azcc.gov/BusinessSearch/BusinessInfo?entityNumber=08989520>



[eCorp](#) [Search](#) [File](#) [FAQ](#)

Entity Information

Search Date and Time:
9/5/2018 1:07:43 PM

Entity Details	
Entity Name:	FOREIGN LANGUAGE SERVICE CORP.
Entity ID:	08989520
Entity Type:	Domestic For-Profit (Business) Corporation
Entity Status:	Active
Formation Date:	12/28/1999
Reason for Status:	In Good Standing
Approval Date:	12/28/1999
Status Date:	
Original Incorporation Date:	12/28/1999
Life Period:	Perpetual
Business Type:	TRANSLATION INTERPRETING & TUTORING FOREIGN LANGUAGES
Last Annual Report Filed:	2017
Domicile State:	AZ
Annual Report Due Date:	12/28/2018
Years Due:	
Original Publish Date:	2/9/2000

Statutory Agent Information	
Name:	WILLIAM J PETERS
Appointed Status:	Active
Attention:	
Address:	40 W BASELINE RD #204, MESA, AZ 85210, USA
Agent Last Updated:	3/1/2008
E-mail:	
Attention:	
Mailing Address:	
County:	

Principal Information					
Title	Name	Attention	Address	Date of Taking Office	Last Updated
Chairman of the Board of Directors	KAJIA W PETERS		344 W LEAH AVE, GILBERT, AZ, 85233, USA	12/31/1999	11/11/2017

Part II

A.

(4)

General description of our organization and our years in Business

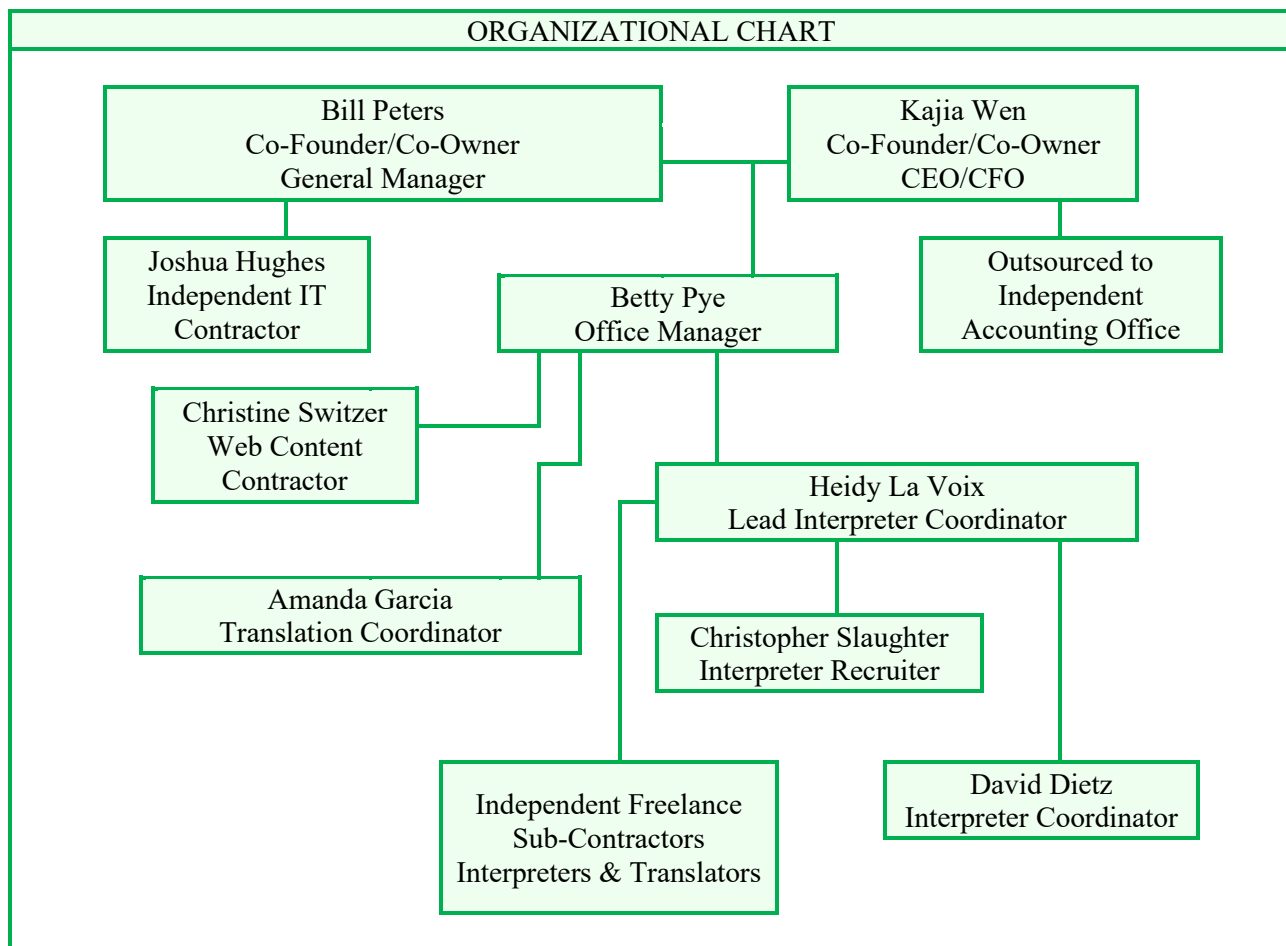
A Foreign Language Service has provided interpreters since the beginning of our business in 1994. With close to 25 years' experience we have developed a well-organized office structure targeted to simplify and expedite request for service by stream-lining our response to the requestors need. We are set up to receive request via phone, encrypted email, email, fax, mailed, submitted through our website www.400Languages.com or by accessing our customers drop box. Our customers are notified of our receipt of their request and are updated when we have the contractor available. Our employees are well trained for their positions and they are crossed trained for other office duties, giving us the ability to complete any task our clients may require at any given time. We generally staff one recruiter, two schedulers, one team lead, office manager and accounting personnel, a translation specialist and an outside IT contractor. We process all request in a timely manner by using our updated Scheduling System. Our clients can use the scheduling system directly or request through a their “Company Approved System” as we are set up to handle any request format. They are invited to use our Scheduling System to keep track of all their request both past and future, giving them direct control over their process and setting up an easy and safe way to request interpreters. If there is an issue or a reason they want to continue through their “elected channels”, we can work with that as well. We are dedicated to growing our abilities and continue training our staff to guarantee our customers the best possible service available in the industry. We maintain one on one communication with our clients to understand their needs for service and the best practices to provided them with seamless coverage for all their needs. We consult with a liaison to research and track new technologies, challenges, cultural changes and emerging needs for the Spanish, Lessor Used Language/Limited English Proficiency [LUL/LEP] and in the deaf and of hard hearing communities. We are proactive to ensure HIPAA practices and policies are in place and promoted, within the office area, interpreter communications and while handling client information.

A Foreign Language Service has been providing as a prime contractor for Arizona's city courts, city police departments and youth development centers, also we provide for Arizona county courts and attorney consultations, parole office sessions, and state medical and judicial facilities along with federal clients and large corporate business to small owner/operated establishments, providing ASL interpreters for the following business types:

- City and County Courts
- Court systems for scheduled requested court days

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- Police investigations needing a legal interpreter asap
- Immigration –interviews and visits
- Social Security Administration hearings
- Hospitals –Emergency room ASAP calls
- Hospitals –Round the clock care
- Doctor’s offices for scheduled visits or last-minute calls
- Schools & Educational Facilities –scheduled long and short-term needs
- Events & Training sessions
- Mental Health facilities ongoing request re-occurring daily, weekly or by the month
- Physical Therapy ongoing and continues request



The above graph indicates the chain of command and not representative of the lines of communication or the isolated tasks that maybe taken up by anybody through careful cross training, education and opportunity to expand the employee’s skills.

Part II

A.

- (5) Identify any contracts or subcontractors held by us that have terminated within the last five years. Briefly describes the circumstances and the outcome.

Issue

Contract Deficiency Report: We received an email with an attachment concerning our interpreter. He had been interpreting and our client let us know that they received inadequate performance by our interpreter. They shared very clear

supporting evidence for proof. They also requested that he be removed from our list of interpreters they request from.

- Outcome
- Removed him immediately and shared with him the information
 - Contacted client to advise them that he had been removed
 - Conducted our investigation with our interpreter and responded to the client with our findings
 - Our interpreter was dedicated to quality and had a will to learn and improve
 - Our interpreter asked for any advice we had to help him grow his future and be able to produce the quality need to provide for any or all our clients
 - We gave him direction and links for vocabular terms and meaning
 - Also, court protocol and procedure information
 - We continued to send him to request that matched his skill set while he was ramping up his training time
 - He dedicated his efforts to court terms, vocabulary and uses
 - After six months to a year and several classes, seminars and study sessions he took the test provided by Maricopa Superior Court for tiered interpreters and passed as a level one.
 - We then started him with city courts with simple venues as he accelerated his abilities and continue his growth
 - He has not returned to the requester that filed the inadequate performance notice and he may never return –but we stand behind him and any interpreter who wants to grow and learn
 - If the requester does not want him on their list of approved interpreters, he will not return to their facility
 - Our two commitments are first for our Client’s & our Interpreter’s

Issue Client called to let us know that our interpreter was not familiar enough with the dialect to provide the understanding for meeting a successful meeting and abandoned their efforts to reschedule with us with an interpreter thorough background and understanding of that dialect.

- Outcome
- Feedback is our best friend because it gives us the opportunity to build in checks and balances to protect our clients for future situations that may occur. It gives us a step up on how to prepare for similar future request and may ensure that our goal of seamless interaction is achievable.
 - Took careful notes of the issues involved, the impact on the progress for our client and what if anything was accomplished with our interpreter there.
 - Checked with our interpreter –who reiterated what our client had said and wished that he had known there was a heavy background in this certain dialect. He readily admitted he did not have the language background to give the client what was needed.
 - Found our interpreter with the requested background and checked his availability
 - Contacted our client with our interpreter’s expertise and background information
 - Set up the new date for service and confirmed with client and the interpreter

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- Paid the first interpreter what we had owed him as he showed up to do the work assigned him
- Discounted the next appointment adequately to cover the loss of the first request
- Customer was happy with resolution, refund and the new interpreter that we provided
- We explored ways to prevent that in the future –to identify dialects and provide skilled interpreters those request
- Set up identifiers for our office staff to ask one or two more questions, to keep on the same page with our clients and their needs

Issue Client requested an interpreter for a certain language and when they arrived the person they were sent to interpret for –spoke another language and they could not use the interpreter. They were frantic and unsure of what to do.

Outcome

- Checked with the client for the language needed and ask if they would like us to send someone as soon as possible or would they like to reschedule.
- They would like to go ahead at this time if we could find someone very soon and they would have the patient wait if someone could come soon.
- We were able find and provide an interpreter in 30 minutes and they were thrilled

Finally, our commitment to our client is a seamless approach for their interpreting needs and when we find ourselves in situation that our commitment is not fulfilled according to our goals and our clients best, we do all we can to rectify the situation. Our procedures are written, and we closely follow them to protect our clients and our interpreters. In cases of unforeseen issues, situations, errors, problems and inability to provide adequately, when we have to step in with what we can do to rectify an assignment for our client or interpreter when things go wrong. What steps to take varies with the client and the situation and while all steps have common ground, they all have different needs.

Part II

A.

- (6) Identify any claims arising from a contract which resulted in litigation or arbitration Within the last five years. Briefly describe the circumstances and outcome.

Issue There has never been any litigation during our time in business at all

Part II

A.

- (7) The vender information form with the original ink signature is located on page three

B. Experience and Qualifications of the Vendor

**EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AND
A FOREIGN LANGUAGE SERVICE**

Consultants Proposal: on the pages below

Part II EXPERIENCE AND QUALIFICATIONS OF THE VENDER

B. Experience and Qualifications of the Vender

- (1) Provide a detailed description of the vender’s experience in providing similar services to To municipalities or other entities of similar size to the City, specially relating to experience with respect to interpreting and translation services.

A Foreign Language Service has provided the following Arizona businesses with related needs such as interpreting and translation service, “interpreting” requiring onsite appointments, scheduled and on demand services OPI/VRI and “translation” for English to Targeted Language & Targeted to English for written and transcription & translation for video or tape recordings, to the following business types.

- We provide County & City Courts in Arizona onsite interpreter due to the specific needs of the defendant or witness. There are several county & city courts that we have provided interpreters for over the past several years including Avondale City Court, Phoenix City Court, Tempe City Court, Tucson City Court & the Gilbert City Court, among others. We have an do work with most of the County Courts, such as Maricopa County, Mohave County, Pinal County and Pima County and including others throughout the State.
- Local Police Departments in the state of Arizona use our interpreters for situations such as interviewing witnesses, interrogating suspects and special investigations, parole meetings and mental capacity hearings
- Federal Adjudication Hearings throughout the state of Arizona and are normally scheduled in advance for a specific time and place.
- Several Arizona based childcare facilities use our interpreters for such things as counseling, parenting classes and child visitation time with their parents.
- We provide for Arizona Department of Child Safety and it’s affiliations L interpretation for ongoing request dealing with special situations requiring continues care ranging from several days to weeks or months.
- We work with several Arizona counties and their school districts providing interpreters onsite for Teacher/Parent meetings, disciplinary actions and assessments.
- Health & Medical Centers servicing the state of Arizona with Urgent Care, Therapy Sessions, Diagnostic Facilities, Mental Health Units, Surgical Centers and Hospitals, requiring onsite Spanish, LUL/LEP and ASL interpretation. We provide for our clients at various locations throughout Arizona. Their needs range from an immediate need to a scheduled appointment, from one time only to segmented hours throughout the day and round the clock coverage for days and weeks on end.
- Large insurance companies doing business in the state of Arizona, requesting our interpreters for different levels of care and treatment at diverse locations –such as doctors’ visits –ongoing therapies –imaging & lab facilities and long-term treatment centers.
- Large Corporations and medium to small business doing business in Arizona and throughout the States using interpreters for training, insurance presentations, disciplinarian actions, special interviews and investigations and client communications.
- State University’s needs for interpreters for events, meetings and VIP visits requires a

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rotation of several interpreters to cover the needs of the event or meeting and visit.

Events/Meetings are general very structured and follow the original plan –visits on the other hand can be more spontaneous with several unexpected changes.

- Medical Offices in the state of Arizona –with just one location or serval different offices throughout the state use either onsite or VRI interpretation and although they generally use interpretation that has been scheduled, they also at times need immediate service.

This is just a small part or the Arizona business we have continued to work with over the years.

Some are long time clients, and some have recently joined us –but this is the type of business we work with on a day to day basis.

Part II

B.

(2) Vender Successful Completion References

Name of Company or Organization: _____ Banner Corporate Language & Cultural Services
Contact Name: _____ Paula Harsin
Contact Address: _____ Greeley CO 80634
Telephone and Email: _____ 970-820-1929 – Paula.Harsin@bannerhealth.com
Type of Service Provided: _____ Onsite Interpreting -- [Spanish, LUL & ASL]
Dates of Contract Initiation/Expiration: _____ April 2017 through Present and continuing

Name of Company or Organization: _____ SS Administration & Adjudication Determination
Contact Name: _____ Linda Woodbeck **[She is Retiring at the End of 9/19]**
Contact Address: _____ 3737 North Phoenix 85014
Telephone and Email: _____ 888-748-1991 X 21603 – Linda.Woodbeck@ssa.gov
Type of Service Provided: _____ Onsite Legal Interpreters [Spanish, LUL & ASL]
Dates of Contract Initiation/Expiration: _____ March 2013 through Present and continuing

Name of Company or Organization: _____ Superior Court of Arizona in Maricopa County
Contact Name: _____ Lorin E Smith
Contact Address: _____ 175 West Madison St. 12th Floor Phoenix AZ 85003
Telephone and Email: _____ 602-372-0842 – Lorin.Smith@jbazmc.Maricop.gov
Type of Service Provided: _____ Onsite Legal Interpreters [Spanish, LUL & ASL]
Dates of Contract Initiation/Expiration: _____ Renewed 2019 through the next 4-6 years

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AND
A FOREIGN LANGUAGE SERVICE

Consultants Proposal: on the pages below

Part II KEY POSITIONS

- C. Key Positions
(1 & 2) Identify each key personnel, title and relevant experience including rolls & responsibilities

NAME	Title	Experience with AFLS
BILL PETERS	General Manager	From the Foundation (Co-Owner)
KAJIA PETERS	CEO	From the Foundation (C0-Owner)
BETTY PYE	Office Manager	15 years
HEIDY LAVOIX	Team Lead	14 years
DAVID DIETZ	Interpreter Coordinator	3 months
AMANDA GARCIA	Translation Coordinator	2 months
CHRISTOPHER SLAUGHTER	Recruiter	7 years
CHRISTINE SWITZER	Web Marketing Consultant	2 years
MARK QUALLS	Web Site Consultant	1 year
JOSHUA HUGHES	IT Consultant	4 Years

Part II

- C. We use subcontractors for our interpreting and translation needs continuously and their information is attached as Part II C. (3)
- (3) Our plan of providing supervision is as follows:
During the initial interview –we collect all pertinent information for our electron file folder, which gives us job history, licenses, certifications and continuous training they have taken.
- We take feedback from our interpreters on a regular basis
 - We have an onsite spot checker in the field
 - We maintain a relationship with our clients and receive regular feedback from them
 - We continue to track their ongoing training, workshops and conferences attended
 - We are set up to receive email notification –if there is a license that needs updating
 - We engage in a open and active relationship with our interpreters alerting them of opportunities we may have coming up and they like us to keep in touch
- Our interpreters are required to produce copies of any license or certification they may have, including any schooling and/or job history. They are also assessed for abilities and competencies while they are on the job.

Part II

- C.
(4) Resumes and information is attached as a single appendix at the end of this Proposal

**EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AND
A FOREIGN LANGUAGE SERVICE**

Consultants Proposal: on the pages below

Part II QUALIFICATIONS

D.

- (1) We are dedicated to providing to the court any preference we are capable to provide Our commitment to our clients, on receiving a request for interpreting or translation needs and we will notify them that we received the request and again notify them when we have coverage for an onsite interpreter request or when we have secured a translator for a document translation and including any request for OPI or VRI and will keep the requester updated with our progress if the request is not completed very quickly. We provide services in over 450 languages, but some very rare languages maybe unavailable at a certain time, however we work very hard to provide for the needs of the requestor in a timely and equitable for our client and interpreter.

Part II

D.

- (2) Flexibility with our scheduling and availability
We implement the searching by looking good fit for the request at the time we receive it and when satisfied there is a qualified interpreter for the client and they are available –we confirm the interpreter and go over them information concerning the request. Making sure there is no misunderstandings and that our client, our interpreters and ourselves are all on the same page for date, time, place, level of expertise and any or all pertinent information. We do offer telephonic on-demand and scheduled and offer both OPI and VRI.

Part II

D.

- (3) We understand the requirements and the need for interpreter/translator (s) classifications and evaluations and work to provide the court's preference regarding the different qualifications from Tier A through Tier's 1,2,3 & 4.

EXHIBIT E
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AND
A FOREIGN LANGUAGE SERVICE

Consultants Proposal: on the pages below

Part II PROJECT APPROACH

E.

(1) Describe Vendors Approach

A Foreign Language Service would like to enter into a formal agreement with Avondale City Court to provide for your language needs by providing you with tiered and qualified court interpreting and translation services by providing for your needs.

Known as the "400 Language People" ©, A Foreign Language Service stands unique in the large number of locally qualified court interpreters for Spanish LUL/LEP and ASL. Over the last 24 years we have the primary provider for onsite interpreter services and translation services for courts throughout Arizona.

It is our goal to have A Foreign Language Service partner with Avondale Court in addressing your language needs. We are members of the American Translators Association and the Arizona Court Interpreters Association and we are HIPAA compliant.

- Description of AFLS current programs
 - Oral all local, onsite interpreters for Spanish, LUL/LEP and ASL
 - Written translations through our translation team
 - Telephonic service available upon request and on demand in most languages
 - Full time office support staff in Mesa, AZ
 - Hours of operation 7:30 a.m. to 6:00 p.m., Monday through Friday
 - Always available after hours, weekends, and holidays for immediate service
- What sets AFLS apart?
 - Interpreters arrive early, dress appropriately, wait to be dismissed when finished and, only interpret fully and completely without comment in order to make your staff excel in performing their duties.
 - 24 years' experience with all local staff and interpreters
 - Proven reputation for honesty, accountability and ethics
 - Customized our system to receive your request according to your standards
 - Short notice 24-hour same day requests not a problem
- Process of interpreter/translator verification and qualification
 - Subcontractor's initial interview and skill level assessment
 - Verification of stated credentials, coursework, and experience
 - Subcontractors are assessed in language pair by an independent testing agency
 - Subcontractors review and sign HIPAA agreements
 - Subcontractors take classes in ethics and protocol
 - AFLS has in-house continuing education for Subcontractors
 - Practice interpreting sessions are held and evaluated
- Checks and Balances

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- AFLS follows a multi-step process to ensure all assignments are timely staffed
 - onsite interpreters are confirmed telephonically
 - They receive a verification email
 - They receive two additional reminder calls 48 and 24 hours in advance
 - If an interpreter cannot be confirmed a substitute is arranged
 - If same day problems occur with travel or finding site location or staff they are instructed to call AFLS immediately
- Incident Reports and Problem Resolution
 - An Incident Report is generated whenever a language issue occurs
 - The issue is thoroughly investigated from all parties to determine what occurred
 - The findings are shared with the customer with corrective action/measures noted
 - A reasonable solution is proposed to resolve customer issues

Part II

E.

- (2) Alternative Approach to best suite the needs of the Avondale City Court
- Due to remote areas of some courts and to rarity of the Lessor Used Language being requested we have had to set up telephonic calls to cover the needs of the requesting court and in some those circumstances we have had to set up a pre-call to verify the compatibility of the language dialects and verify the understanding between the interpreter and the person needing the interpreter. We are always ready to provide your needs.
- We try to have processes in place to avert any issues at the time the interpreter is needed and in some cases, have called to verify the language due the last name of the person and found that –they had been identified with the wrong language, saving the court expense and time by not having to reschedule a time in court.

**CITY OF AVONDALE
COURTS DEPARTMENT
CT 19-116**

EXHIBIT F
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AND
A FOREIGN LANGUAGE SERVICE

Consultants Proposal: on the pages below

Part II

PRICING

F.

- (1) Fee Proposal is Submitted in a sealed envelope enclosed in this proposal submission

Superior Court Interpreter Badge List 2020

SPANISH

Name	Tier	Language
Maday Santos	Tier 1	Spanish
Mariah Sherwood	Tier 3	Spanish
Alteza Pena	Tier 1	Spanish
Thanya De Paz	Tier 2	Spanish
Shirley Brandlin	Pending	Spanish
Karla Vasquez	Pending	Spanish
Kate Franco	Tier A	Spanish
Orietta Delgado	Tier A	Spanish
Beatrice Duarte	Tier A	Spanish
Griselda Gillett	Tier A	Spanish
Alejandra Iniguez	Tier 1	Spanish
Elisa Rangel	Tier 1	Spanish

Lesser Used Languages

Name	Tier	Language
Khalida Younan	Tier A	Arabic
Matthew Shabilla	Tier 1	Arabic
Simon Pillai	Tier A	Hindi
Camilla Giordano	Tier A	Italian
Shahla Charoosaie	Tier A	Dari
Florence Nkuru	Tier A	Kinyarwanda Only
Kajia Peters	Tier 1	Mandarin - Cantonese
Jiraanong Manceau	Tier A	Thai
Bahar Engur	Teir 1 Pending	Turkish
Elena Zestrijan	Tier A	Bosnian
Kathy Gross	Tier A	Hungarian
Vladimir Hulpach	Tier A	Czech, Slovak, Russian
James Zhenning Lei	Tier A	Mandarin
Kamram Mofrad	Tier A	Farsi
Joel Mpabwanimana	Tier A	Swahili
Aida Music	Tier 1	Bosnian
Nadia Milchew	Tier A	Bulgarian
Jean Rodney	Tier A	Creole, French
Richard Borjeily	Tier A	French, Arabic, Labonese
Zahra Omar (Pending)	Pending	Somali
Natayla Morley	Tier 3 Pending	Russian
Jean Claude Habineza	Tier A	Fren, Swah,

ASL-CDI

Kelly Dillard	Legal	ASL
Michael Bove	Legal	ASL
Brenda Tress	Legal	CDI

Wendy Kellems

Legal Pending

Spanish & ASL

Maday Santos

OBJECTIVE: To challenge myself daily, be open to learn, and help whenever I'm needed. I'm very flexible, accommodating and don't mind traveling for work.

EDUCATION: 1995- High School Diploma
American School of Correspondence (home schooling)
Chicago, Illinois

JOB HISTORY: Independent Contractor
NCI Certified Court Interpreter/Translator Nov. 2005-Present
*ACICP Credentialed ID: AZ-12780
*Interpret simultaneously and/or consecutively for Justice, City, County, Family and Superior Courts; government and state agencies such as Department of Child Safety, Industrial Commission, Department of Economic Security, Social Security medical exams; depositions; doctor/medical consultations/evaluations and schools.
*Translate documents, reports and recordings.

Realtor/Investor Jan. 2002-2005
*Invest in residential properties to repair and re-sell and/or rent.
*Represented clients in real estate transactions.

Sunburst Animal Hospital
Certified Veterinary Technician June 1995-2002
*Assist veterinarians in surgery (monitoring patients' heart rate, anesthesia)
*Laboratory (blood work, urinalysis, bacterial cultures)
*Radiography (process & develop x-rays)
*Pharmacy (fill prescriptions)
*Examinations (medicate, general patient care)
*Reception (accounts payable/receivable, appointment scheduling)

REFERENCES Mark Stevens, DVM 602.938.1860 Previous employer
Jonathan [REDACTED] [REDACTED] Colleague
Veronica [REDACTED] [REDACTED] Friend

EDUCATION

The University of Arizona, Tucson, AZ
Bachelor of Art in Spanish Translation & Interpretation, May
2015 Minor in Business Administration

Attended Elementary School through High School in Sonora, México.

Relevant Courses

Legal Translation, Medical/Business Translation, Simultaneous Interpretation, Consecutive Interpretation, Sight Translation & Interpreter Code of Ethics.

Translation and Interpretation Certificates:

Tier III of the Arizona Court Interpreter Credentialing Program, Tucson AZ, July 2017
National Center for Interpretation Court Interpreter Certificate of Proficiency, Tucson AZ, July 2015
National Center for Interpretation “Legal Translation” & “Regionalisms” Workshops, Tucson AZ, July 2015

EXPERIENCE

Court Interpreter and Translator

Glendale Municipal Court, Glendale AZ, October 2017 – Present

- Provide Spanish/English and English/Spanish interpretation for Limited English Proficient clients in hearings such as civil traffic, orders of protection, treatment court, jury selection, pre-hearing conferences, jail court, etc.
- Translate from simple to complex documents from English to Spanish and Spanish to English, such as court orders, court notices, correspondence, and vital documents to court procedures.
- Docket motions in AJACS software.
- Schedule other language interpreters for cases.

Court Interpreter and Translator

Pima County Juvenile Court Center, Tucson AZ, June 2015- August 2017

- Provided Spanish/English and English/Spanish interpretation in events such as adjudications, contested dependencies, dependency reviews, probation officer interviews, pre-hearing conferences and mediation sessions.
- Translated from simple to complex documents from English to Spanish and Spanish to English, such as court orders, court notices, petitions, legal documents and vital documents to court procedures.
- Proofread and edited translations.
- Created bilingual glossaries of legal terminology and learning modules of specific court events.
- Called Spanish speaking parents on behalf of probation officers, to inform them about their child’s case, appointments and court hearings.
- Entered data into WordFast software program.
- Mentored University of Arizona Spanish Translation and Interpretation Program Interns as well as the new staff interpreters.

Freelance Interpreter & Translator A Foreign Language Service

Mixture of other companies
Court Interpreter Internship

Pima County Juvenile Court Center, Tucson AZ, January 2015 - May 2015

- Observed a large amount of dependency and delinquency cases.
- Prepared bilingual legal terminology glossaries.
- Translated documents from English to Spanish.
- Entered data into WordFast Translation Software.

Translations Editor and Coordinator Internship

University of Arizona Journalism Department, Tucson AZ, October 2014- May 2015

- Edited Spanish translations to be posted on the University's bilingual newspaper website "Arizona Sonora News Service".
- Assigned stories to translators.
- Translated news articles from English to Spanish.
- Handled delicate situations such as special needs, customer requests and complaint

COMMUNITY SERVICE

Court Night, Pima County Superior Court, Tucson AZ, October 2016

- Served as an interpreter for the Divorce/Child Support/Paternity/Custody information sessions in this event open to the public, making the legal process accessible and understandable to the community.

Court Night, Pima County Superior Court, Tucson AZ, April 2016

- Served as an on-demand interpreter for the Debtor/Creditor and Landlord/Tenant sessions in this event open to the public, making the legal process accessible and understandable to the community.

Arizona Model United Nations, University of Arizona, Tucson AZ, Spring Break 2014

- Interpreted for the International Environmental Summit Committee.
- Interpreted for the closing ceremony using specialized interpretation equipment.

Skills:

Computer: Microsoft Office (Word, PowerPoint, Excel), WordFast.

Language: Native English & Spanish Speake

PROFESSIONAL SUMMARY

Motivated customer service specialist with over [7] years experience in a fast-paced, team-based environment.

SKILLS

[70] WPM typing speed
Excellent communication skills
Customer service-oriented
Accurate and detailed
Critical thinker
Individual tax returns

Exceptional organizational skills
Positive and optimistic
Strong interpersonal skills
Reliable
Quick learner
Fluent in [English and Spanish]

WORK HISTORY

Crew Member, 07/2007 to 08/2013

Wendy's – Buckeye, az

Took orders on drive thru, prepared drinks and collected money all at the same time. I did this as fast as possible because we have a timer that needs to be kept below 100 seconds. I also took orders at the front register. I had to communicate constantly with customers and make them feel welcomed and appreciated. In addition, I occasionally prepared sandwiches and french fries. I was also one of the safety marshals. My duties included verifying employees followed food safety procedures and personal safety procedures. I also had to fill out a daily food safety log. The log included taking the temperature of various food items and verifying they were at the correct temperature. It also included verifying expiration dates and recording them in the log book. All together, I verified employees maintained a safe working environment and customers left satisfied.

A Caring Heart of Arizona 09/2013 to 01/2014

Provided respite services. I took care of an autistic/blind child.

Bank of America 01/2014 to 05/2015

Worked as a teller. I greeted customers, handled cash, and answered account questions. I also maintained a 7% sales rate. I informed customers of the new products. In addition, I processed teller transactions ensuring accuracy and speed.

ABS Language Services 05/2015

I provide Spanish interpreting services over the phone in an as needed basis

EDUCATION

High School Diploma: 2008

Buckeye Union High School - Buckeye, AZ

Estrella Mountain Community College - Avondale, AZ General Education, Fall of 2008 to Spring of 2010

H&R Block Tax Preparation Course - Buckeye, AZ 2011

Southern California School of Interpretation 2015

Spanish Criminal Court Interpreter

**Thanya De
Paz**

**Experienced
Court
interpreter
that is
looking for
new and
challenging
employment
opportunities. Over 12
years of
experience
with a
strong
command
over
English, and
Spanish.
Experience
includes
simultaneous
interpretation,
consecutive
interpretation and sight
translation.**

**Able
to adhere to
interpretation standards
and
conforming
to code of
ethics.**

**Work
Experience**

**August 2013
– Present
Freelance
Interpreter**

**•
Provide oral
interpretation services
for City**

**Courts, Justice Courts,
Superior Courts as well
as during Legal
deposition, DCS
Interviews, Polygraph
Test, HeadStart
Council Meetings, City
of Phoenix Meetings
among other settings.**

**• Listen carefully
to conversations and
provide verbatim
interpretation
• Ensure that the
context of the language
isn't altered during
interpretation**

**Synchrony Financial,
Phoenix, Arizona,
September 2011
– December 2017
Bilingual Client Service
Agent**

**• Assisted in the
processing of credit
applications for
Spanish speaking
customers
• Interpreted
questions, answers and
concerns of customers
• Served on
committee to improve
translations of legal
documents**

**Richard Schneider
Enterprises, Los
Angeles, California
June 1990 –**

**January 1997
Freelance Interpreter
• Provide oral
interpretation services
for workers
compensation cases and
medical evaluations
• Listen carefully
to conversations and
provide verbatim
interpretation**

**Education
and
Certifications
Immigration
Interpreter
Training
2018,
Southern
California
School of
Interpretati
on
Tier One
Credentiale
d Spanish
Court
Interpreter
Arizona
Court
Interpreter
Credentialin
g Program
Passed/Certi
fied Spanish
Court
Interpreter
by Alta
Languages
Services
Certificate
of
Completion,
State Court
Written Test
Preparation
University of
Arizona,
August 2016
Continuing
Education
Credits**

**El Camino
Community
College,
Torrance,
California**

**Other
Experience/
Strengths**

•

Cultu

**ral awareness and
sensitivity**

• **Professional
demeanor**

• **Ability to work
in a fast paced
environment and
multitask**

• **Currently preparing to take the
Tier 2-4 Test in June 2018**

Shirley Bran

Résumé

PERSONAL INFORMATION:

Born in [REDACTED] Raised and educated both in America; became a U.S. citizen in 1990; married, two children; address [REDACTED]
addresses: [REDACTED]

PROFESSIONAL/ACADEMIC PREPARATION:

Arizona State University, Major in Family and Human Interaction; time student, 2017 ongoing

Arizona Supreme Court Tier 1 Credential through the IRI 2017

Medical Interpreting -SBA semester course completed at Hospital. Certificate earned with an A grade. May 2015

Professional Development Courses – Interpreting Technology; normalization; sight translation; firearms technology; Technical Specialized Terminology and Phraseology of Courtroom Metaphors and Their Translation; plea agreement translation through the Southern California School of Interpretation

El Camino College – Graduated. AA Degree in the Humanities List, Minority Talented Roster

Teaching for Success in an early Childhood Classroom -

University of Alabama – Completed summer semester at University for Language Acquisition and Learning, 1983

University of Milwaukee, Wisconsin – Studied advanced

Centro Colombo Americano – 1974-1976 Earned degree in business/communication U.S. equivalency, 1976

Alliance Française – French courses 1973-74 Cali- Colombia

EMPLOYMENT HISTORY:

City Courts – Private Contractor. Spanish Interpreter, court violence hearings, and non-jury trials. Depositions, Social meetings, Conference meetings, Video teleconference in

Karla Vasquez

Professional Summary

Spanish Bilingual Assistant Certificate, with over six years' experience with excellent fluency both verbal and written in Spanish and English. Fully aware of diversity and multicultural issues. Flexible in the ability to adapt to challenges when they arise and at the same time remaining aware of professional roles and boundaries.

Licenses

- **SBA Certificate**
- **Notary Public**
- **Real Estate Broker**

Skill Highlights

- Excellent social skills, ability to work various backgrounds, using superb customer service and communication skills.
- Adherence to the code of ethics for interpreters.
- Pleasant, professional voice and polite forms of expression.
- Understand terminologies in the following industries: Medical, Insurance, Finance, Court and Law.

Professional Experience

Interpreter

June 2008 to Current

A Foreign Language Service - Mesa, AZ

Interpreted in Medical setting- Consecutive interpretation.

Interpreted in court- Provided simultaneous interpretation.

Provided strict renditions of the messages including every detail of the conversation.

Emergency Room Registration

October 2007 to Current

Scottsdale Healthcare - Scottsdale, AZ

Assist the entire department with Spanish speaking patients.

Patient care relation, data entry and communication.

Real Estate Consultant

June 2005 to Current

KV Realty - Peoria, AZ

Assist customers with all real estate needs.

Maintain direct contact with Spanish speaking customer, explain in detail the contracts.

Interpret documents and help them throughout the whole process.

Education and Training

Medical Interpreting, 2008

Maricopa Integrated Health System - Phoenix, AZ

Real Estate, 2005

Westford College - Glendale, AZ

General Studies, 1997

Phoenix Community College - Phoenix, AZ

**Keith
Elizabeth
Franco**

Education Masters in Human Performance

December 2008 University of Florida, Gainesville, Florida
GPA 3.82/4.0

Bachelor in Exercise Physiology

August 2005
Minor in Portuguese
University of Florida,
Gainesville, Florida GPA
3.40 / 4.00

Experience

Mesa, Arizona

Independent Interpreter and Translator

November

2011-Current Date

- Simultaneous and consecutive translating for local companies such as A Foreign Language Service, Assure Language, Arizona Language Center, ADP and Bi-Communications
- In charge of interpreting from Spanish to English and vice versa in medical settings, conferences, social security court, municipal court, family court, hearing preparations, law offices, business meetings and phone interpretations.

Mesa, Arizona

Independent Transcriptionist

July

2013-Current Date

- Transcription of insurance claims in English and Spanish for Kathy Hansen Interpreting and Translation Services.

Phoenix, Arizona

Marketing

October

2009-Current Date

- Bilingual Brand Ambassador for EventPro Strategies, Network Promotions, Fusion Marketing, Sebamed, Encore Nationwide, and Epic Marketing
- In charge of doing marketing promotions at different events and for different clients.

Mesa, Arizona

August

2011-May 2013

Marshall Insulation, LLC

- Office Manager
- In charge of billing, payroll, data entry, scheduling
- Serve as the interpreter between the employees and the owners

Phoenix, Arizona

Barrows Neurosurgical Associates Neurospine and Rehab Center August
2010-October 2011

- Wellness Coordinator
- Implement exercise programs for the employees
- In charge of weekly newsletter

Barrows Neurosurgical Associates Neurospine and Rehab Center October
2009-October 2011

- Physical Therapy Technician
- Assist Physical Therapists with patient care
- Serve as the interpreter for the non-English speaking patients

Scottsdale, Arizona

Endurance Rehabilitation, Physical and Sports Therapy May
2009-May 2010

- Physical Therapy Technician
- Assist Physical Therapists with patient care
- Serve as the interpreter for the non-English speaking patients

Skills

Language: Spanish, English, and Portuguese
Computer: Microsoft Word, Excel, PowerPoint.

Spanish-Interpreter

Over 23 years of success in managing simultaneous and consecutive interpretation service for SSI Administration, Superior Court, Salt River Pima Maricopa Indian Community Court, and ADOT hearings. Worked at healthcare facilities, major hospitals and private clinics. Conversant in both English and Spanish languages. Working knowledge of assimilating speakers' word in a quick and accurate fashion. Ability to compute sentences spoken in one language and explain them in the other.

WORK EXPERIENCE

1993 – Present

Global Translations Tempe, AZ

Manager, Administrator, Translator, Interpreter and Spanish/English Instructor

- Legal and Medical
- Multi-faceted administrator.
- Translations of company's policy, manuals, documents, handbooks, school information, construction standards, hospitals forms, legal documents, birth and marriage certificates student school records, health and insurance policies.
- Oversee and execute all operations: marketing, sales, advertising and public relations.
- Execute negotiations and schedule meetings, prepare proposals, manage invoices.
- Approve, delegate and oversee project deadlines and delivery schedules.
- Conduct planning, purchase material and control finances.
- Subcontract interpreters and/or translators for diversified business clientele and key accounts.
- Tutor Spanish or English to company staff, executives and children.
- Compile and record confidential information
- Nationwide represent diversify businesses in trade shows

2011- Present

A Foreign Language Service, Phoenix, AZ

Legal Interpreter

- Provide support system for interpretation services.
- Listen carefully where expected to provide accurate service in terms of one language into another.
- Work with legal providers so that appropriate legal plan can be advised.
- Interpret in different court settings and departments: SS Administration Office Hearing Appeals, and Disability, IV-D; Orientation, Establishment-

Support, Modification, Enforcement, Accountability, Arrears, Order of Protection, Review, and Paternity Default, The Salt River Pima Community Court; Custody Review, Guardianship, Child Support, Entry Notice of Default Judgments, Divorce and Formal hearings and ADOT Motor Pre-hearing, Accidents, Certificate of Title Transfer and Traffic violation hearings

- Use electronic listening equipment when prompt.

Medical Interpreter

- Provide Oral and written interpretation services to reduce time lag.
- Liaison between health care professionals at clinic/ or hospitalized patient.
- Serve as a cultural mediator where or when needed.
- Interpret questions, answers and concern to site patient to ensure provision of appropriate healthcare plan.
- Provide to the patient with information in medical procedures and ensure that their families are familiar with them too.
- Listen carefully to conversations and provide verbatim interpretation.
- Ensure that the context of the language is not altered during interpretation.
- Provide support system for interpretation services.
- Use electronic listening equipment when prompt.

Translator

- Verify information from original text in order to ensure appropriate translation.
- Ensure that all written translation conform to the original text term of technicality and terminology.
- Discuss translation requirement with clients to ensure error free document.
- Ensure that both content and style of statements is communicated effectively.
- Proofread end document and make any necessary changes.
- Ensure that the context of the language is not altered during translation.
- Ensure that all written translation material is filled appropriately.

BEATRICE DUARTE

Interpreter

OBJECTIVE:

To obtain a challenging and rewarding position as a senior loan officer that utilizes my knowledge and experience.

SKILLS AND ABILITIES:

- Over 20 years experience in mortgage industry.
- Fully Bilingual/Spanish, certified in translation of legal documents.
- Extended knowledge with FHA programs.
- Full range capability in Microsoft Office and Calyx Point software.
- Experienced in collaborating with professionals to plan programs.
- Strong rapport with customers, resulting in numerous referrals.

EXPERIENCE:

CNN Mortgage, Mesa, Arizona • August 2007 to present

SENIOR LOAN OFFICER: Consult with clients seeking to refinance or purchase property and help customers determine the best loan product for their budget. Develop business through a strong referral base by providing tenacious client follow-up and exceptional service. Ensure timely closing of loans by maintaining constant communication throughout the entire loan process amongst borrower, appraiser, Title Company, and Realtor.

Morgan Capital, Tempe, Arizona • January 2007 to August 2007

SENIOR LOAN OFFICER: Worked with clients and described residential loan benefits and features. Pre-qualified and pre-approved loans. Analyzed income statements and performed underwriting of income versus debt and combined asset worth. Improved investor list by established new relationships with account executives and banking institutions. Solidify contacts with local realtors, contractors, financial advisors and other referral sources. Assembled all required documentation for processing and underwriting on each transaction.

Express Line Mortgage, Tempe, Arizona • March 2002 to December 2006

BRANCH MANAGER: Originated mortgage loans, assisted realtors in promoting property sales and organized seminars for first time home buyers. Ensured collection of pertinent information and presented different loan features to clients to ensure the best product match. Conducted cold calls to prospect business; coordinated mailings and welcome home receptions after close of escrow in order to develop referral lists. Acted as an RP. for office broker and managed operations for a six-person team.

North American Mortgage, Mesa, Arizona • June 1999 to March 2002

SENIOR LOAN OFFICER: Prospected and developed new loan accounts including several auto dealers, servicing the mortgage needs of all personnel and prepared monthly reports. Tracked progress of loans from initiation to closing through constant communication amongst appraiser, Title Company, and Realtor with a monthly production exceeding 30% above company quota.

Griselda Birch

OBJECTIVE:

To utilize and enhance my skills that would allow me to grow professionally in the behavioral field.

SKILLS:

Interviewing, best practices, Motivational interviewing, good written and verbal communication skills, bilingual Spanish/English, HIPPA documentation, individual and group counseling skills, familiar with community resources, crisis intervention, computer skills, team player.

WORK HISTORY:

Intake Counselor, / Substance Abuse counselor.....1/25/08 to 6/30/10

Receive initial client's phone calls, provide telephone assessments and referral services as appropriate, screening and schedule intake appointments for potential program clients. In charge of doing client's core assessment which consist in assessing DTO and DTS, GAF, relapse potential, etc... develop client's initial treatment plan, refer client to detox when appropriate, coordinate clients medical appointments and medications prior client enter treatment, conduct groups therapy for chemically dependent clients, case management services and crisis intervention to mentally ill individuals and families, work closely with probation department, Magellan, hospitals, jails, and other referrals agencies.

Counselor, Corazon.....6/28/04 to 1/25/08

Conduct group, individual and family therapy for chemically dependent clients and their families, refer clients and their families to various local and state agencies, participate in the follow-up and aftercare phase of client's recovery program, assist clients on developing their treatment plan, evaluate clients' progress and their readiness for discharge, assist clients in crisis, deliver presentations to the community on various aspects of chemical dependency, make maximum use of existing facilities and services, provide telephone assessments and referral services as appropriate, participate in clinical staffing, develop and research material for program curriculum, maintain clients' documentation, verse in best practices and motivational stages of changes.

Case Manager, Centro de la Familia. CPLC..... 10/8/03 to 6/26/04

Interview clients and collect case histories, perform status examination, develop therapeutic relationships with mentally ill individuals, counsel clients and their families, establish and maintain effective working relationships with professional staff and community organizations, work with individuals of various cultures and socioeconomic backgrounds, develop Individual Service Plans, provided referrals, develop appropriate linkage and continuous coordination with mental health treatment, rehabilitation agencies, and generic services such as residential care, day programs, vocational rehabilitation, educational services, medical services, etc. provide direct Case management services and crisis intervention to mentally ill individuals and families in a hospital, institution, and community setting.

Benefit Specialist, Centro de Familia. CPLC10/7/02 to 10/8/03

Screen financially all clients prior to receiving treatment, prepare all financial disclosures for private pay arrangements, gather all demographic information, explain clients rights, HIPPA,

Receptionist, Centro de la Familia. CPLC.....01/10/02 to 10/07/02

Receive incoming clients and visitors, maintain clinician and physician schedules, schedule appointments and enrollments for all clients, maintain incoming and outgoing mail logs, pick up and deliver mail to post office, draft and prepared special reports and analysis for review, assist in special projects as required by the office coordinator and /or site director.

EDUCATION:

54 Credits into Chemical dependency Associates at Rio Salado College

PROFESSIONAL TRAINING:

ASAM training, Motivational Interviewing, Cultural Diversity, Pharmacology. Tobacco Cessation Specialist.

Translation & Interpretation Services

1998- Present Freelance Interpreting (consecutive, simultaneous, sight translation) at: Superior Courts, Justice Courts, and Municipal Courts in Maricopa County, Pinal County, and Yavapai County, Law firms, Schools, Clinics, and Behavioral health agencies.

Freelance Translation of legal documents, medical documents, technical documents, theatre scripts.

Nov/2000 – July/2004

Court Interpreter. Mesa Municipal Court.

2017 Tier 2 Credential. Arizona Court Interpreter Registry.

1999 Translation Certificate. Arizona State University.

1997-1999 Translation Certificate Program. Arizona State University.

Summer 1997
Court Interpreting Summer course. The Agnese Haury Institute for Court Interpretation. University of Arizona.

1989-1992 Bachelors in Fine Arts. Theatre Arts. University of Arizona.

1986-1888
Mexico City.

Alternative medicine, Gardening, Theatre Arts, Business, Human development.

SUMMARY/INTRODUCTION/OBJECTIVE

Experienced court interpreter, I'm looking for an opportunity where I can use my skills as interpreter/translator and to acquire more knowledge in this profession. I have over 11 years of experience interpreting consecutive, simultaneous and sight translation in legal fields namely in courts hearings, depositions, and interviews. I have over 17 years of experience working as interpreter/ translator in education, medical field providing services to Hispanic/Latino families.

RELEVANT WORK EXPERIENCE

Employer 1: Rapid City, South Dakota

Dates of Employment: 2001-2015

Job Title: Paraprofessional for the Rapid City Areas Schools. Program: ESL /LEP (Limited English Proficiency) working with students from kindergarten through high school level.

- My responsibilities included but not limited to teach English as a Second Language, interpreting for Parent Conferences, IEP meetings and other types of educational meetings through the RCAS District.
 - Assisting in setting appointments and transporting ESL/LEP families through various community resources. Such as the Department of Social Services, medical clinics, dental, courts, immigration lawyers, and assisting with immigration applications.

Employer 2: Rapid City, South Dakota

Dates of Employment: 2001-2013

Job Title: Parent Educator for the Parent as Teacher Program in Rapid City Areas Schools

- My responsibilities were focused on promoting early development, learning and health for pregnant women, children from 0 months – 5 years old by supporting and engaging their parents in their developments.
 - As a Parent Educator I provided monthly visits to pregnant women, children from newborns through 5-year-old; implementing activities to improve their language, intellectual, social, and fine motor developments in both languages English/Spanish.

Employer 3: Rapid City, South Dakota

Dates of Employment: 2004- 2015

Job Title: English/Spanish Free Lance Interpreter/Translator for United State District Court of South Dakota

- My responsibilities include but not limited to interpreting and translating with a yearly contract with the United State District Court of South Dakota.
 - Federal Cases, I provided interpretation services in both simultaneous, consecutive, and sight translation modes between officers of the court, respondents, witnesses, lawyers, and legal teams.

Employer 4: Rapid City, South Dakota

Dates of Employment: 2006-2015

Job Title: English/Spanish Free Lance Interpreter/Translator.

- My responsibilities include but not limited to provide interpretation for the Seventh Judicial Circuit in the three modes of interpretations.
 - Interpreting for court hearing, depositions, and interviews.

Employer 5: Rapid City, S.D. and continuance in Arizona **Dates of Employment: 2014-Present**

Job Title: English/Spanish Free Lance Interpreter/Translator for Fluent Language solution company

- My responsibilities include but not limited to provide interpretation for medical appointments.

Employer 6: Arizona

Dates of Employment: Sept. 2017-Present

Job Title: English/Spanish Free Lance Interpreter for Akorbi Company

- My responsibilities include but not limited to provided interpretation for medical appointments.

EDUCATION AND CERTIFICATION

Black Hills State University B.A. Elementary Education 2007-2015

Arizona State University BA Spanish Linguistics Expected graduation in Spring 2018

Arizona Supreme Court Arizona Credentialed Court Interpreter Tier 1

KHALIDA YOUNAN

Objective

Seeking a challenging career with a dynamic company in which I can apply my organizational and customer service skills in a mutually beneficial manner.

Skills

Basic computer skills, Internet and email.

Excellent organizational skills. Excellent communication skills. Excellent customer service skills.

Ability to take initiatives. Efficiency in handling multi-tasks. Ability to work independently and with a group.

Fast Learner and self-motivated.

Education:

1980 Completed high school in Baghdad, Iraq.

1985 business courses at Truman College. Chicago, Illinois.

Professional Experience

Talk of the town Café

Owner→ 2005-2007

Duties included: Cooking, cashiering, inventory, helping customers with their needs, taking care of workers, payroll, making sure that the Café is clean, have passed all the inspections with a golden star.

Days Inn Hotel

Hotel Manager → 2000-2005

Duties included: making sure that the reservation are accurate, welcoming Guests, scheduling, payroll

Rooms Inspection

*Experienced in overall inspection of maintenance and housekeeping

*Knowledgeable of fire and safety regulations

Interacting with customers

*function with nondiscriminatory work ethic

*strong ability to deliver and present information to clients until they voice understanding

Customer satisfaction

*Address customers concerns with direct and fair resolution

*Immediate attention to customer complaints

Matthew Shabilla

Summary of
Qualifications

Over 5 years experience as an Arabic professional interpreter
Over 5 years experience as an Arabic professional translator
Fluent in Arabic, Assyrian, Chaldean and English
Excellent communication and people skills
Working knowledge of the code of ethics for interpreters

Experience

2012 – Now

Arabic Interpreter – International Rescue Committee (IRC), Phoenix, Arizona

Duties: Provided Arabic interpreter services in a variety of medical, legal and community sessions.

2012 – Now

Arabic Interpreter – Language Connection, El mirage, Arizona

Duties: Provided Arabic interpreter services in a variety of medical, legal and community sessions.

2013 – Now

Arabic Translator – Private Sector Corporation, Tempe, Arizona

Duties: Translated technical and information technology documents from English to Arabic.

1980-1981

Arabic Translator and Interpreter, U.C.E.I. – Refugee Services, Rome, Italy

Duties: Translated documents from Arabic to English and provided Arabic interpreter services as needed.

1971-1976

Translator/Interpreter, Scientific Research Foundation, Baghdad, Iraq

Duties: Involved in interpreting and official translation of documents from English to Arabic and Arabic to English.

Education

Completed 40 hour Community Interpreter Course, IRC, Phoenix, AZ

Passed ALTA Language Services Test “English Legal Reading Test – ILR 2+/3+”

Passed ALTA Language Services Test “Arabic Legal Reading Test ALTA 8/10”

B.S. Electrical Engineering, University of Detroit, Detroit, Michigan

B.S. Physics, Mustansiriyah University, Baghdad, Iraq

Simon Pillai

Customer Service

Qualifications

- Excellent customer service skills. Able to answer questions and assist people in a friendly, professional manner. Anticipate customer's needs for a positive experience.
- Strong team player with excellent work ethic.
- Able to accurately track, transcribe, store, and maintain information in written or electronic form. Adept at Microsoft Word, Excel, and Power Point.
- Excellent organizational and time management skills, ability to prioritize and meet deadlines under pressure.
- **Language: Proficient in English, Hindi, Malayalam, Marathi Gujarati and Urdu.**
- Leadership training with emphasis on time management, team building and organization.

Certification

- National Professional Certification in Customer Service from NRF Foundation, Washington D.C.
- Completed Office Proficiency Assessment and Certification , an administration skills test conducted by Maricopa County Human Resources, Arizona.
- Diploma in Hotel Tourism Management-marketing management and customer satisfaction.
Trade wings institute of Management, India.

Recognition

Award of Excellence certificate by West Business Services ,Arizona for efficiently handling of client needs.

Work Experience

Objective: To obtain employment within your organization in a position as an Interpreter so that I may demonstrate my exception skills, devotion, and compassion to clients.

SKILLS:

- Exceptional activity coordinator
- Great interpersonal communication skills
- Basic computer skills & knowledge
- Hard working and dependable
- Highly motivated team player

EMPLOYMENT:

AHCCM/ Care giver	Phoenix, AZ	2013 to present
Aztec/Caregiver	Peoria, AZ	8/2009 to 2013
Arizona Mentors/Caregiver	Phoenix, AZ	6/2006 to 6/2009
IRC/Interpreter	Phoenix, AZ	1/2005 to 4/2009
Savers/Production	Phoenix, AZ	5/2004 to 11/2004

EDUCATION:

Phoenix College	Phoenix, AZ	Currently
High School Diploma		

CERTIFICATIONS:

Caregiver

First aid/CPR

Fingerprint clearance card

Kajia Wen Peters

Resume

Work Experience:

3/94-present A Foreign Language Service
Provides a wide range of oral Mandarin and Cantonese interpretation and written translation for medical facilities, government agencies and court systems, and businesses throughout the southwest.

Interpreting Experience

1991-present Over 30,000 hours legal interpreting in Mandarin and Cantonese for Maricopa County Superior Courts- both criminal and domestic relations cases, Tempe Municipal Court, Phoenix Municipal Court, Arizona State Government Offices, Mesa Municipal Court, Scottsdale City Court, Social Security Administration Judicial Offices, Navajo County Superior Court, Mohave County Superior Courts, Department of Economic Security, Florence State Prison Facilities, Immigration and Naturalization Service, Chandler Municipal Court Gilbert Town Court, over a dozen smaller municipality courts, Over 200 private law offices and attorneys.

1993-present Over 20,000 hours medical interpreting at Banner Hospitals, John C Lincoln Hospital, Maricopa County Hospital, AZ Kidney, Magellan Health Services, Southwest Behavioral Health, Health Choice, Northern Arizona Behavioral Health Association, Desert Vista Mental Health Facilities, Nova Inc., over 200 smaller clinics and doctors' offices.

1993-present Interpreted for several dozen internationally known fortune 500 corporations and thousands of smaller businesses for conferences, teleconferencing, training seminars, employee development, and motivational speakers, etc.

1993-present Translated many thousands of pages of documents both from Chinese to English and English to Chinese, including; divorce documents, medical reports, transcripts and forms, court transcripts, first degree murder cases, domestic relations, State government transcripts and forms, employee handbooks, insurance manuals, technical and scientific papers.

Education

2003 Intlingua School of Interpretation –by UN Interpreter Harry Obst
Certificate of completion of 80 hours intensive interpreter training

1997-98 Mesa Community College –Associate Certificate in Business Management
Mesa, AZ
Specialized in business development and planning

1992-1993 Elected Student Senator of Cuyahoga Community College Cleveland, OH.

1976-79 Guiyang College of Education – Teacher of English Certification
Guiyang, PR China

Current Translator Association Memberships

2016-present Arizona State Registry of Interpreters

2003-present American Translators Association

2002-present Arizona Court Interpreters Association

2002-present Arizona Translators and Interpreters Association

Field Relevant and Educational Training

- 2005-2015 Arizona Court Interpreters Association continuing studies in legal interpreting
- 2005-present Arizona Translators and Interpreters Association interpreter seminars
- 2005-2006 Medical Interpreting Protocol
- 2005-2006 Maricopa County Court Interpreting and Translation Development
Ethics and Protocol in Interpreting
- 2003-2004 Arizona State University Extended Education in Interpreting Techniques
Tempe, AZ
Advanced training in language translation techniques

Interpreting Languages

Fluent in Mandarin and Cantonese Chinese
Formally tested by ALTA

- 1993-2000 Sprint Telecommunications Mandarin and Cantonese Interpreter
3250 W. University Dr. Phoenix, AZ
Mandarin and Cantonese Phone Operator in charge of service calls for Chinese language speakers with frequent training and testing of skills
- 1993-1995 Frontiers International Relations
325 W Stapley Rd., Mesa, AZ 85203
- 1987-1990 Guangzhou Teachers College of Education
Guangzhou, PR China
International Affairs Officer – Foreign interpreter also responsible for all arrangements of foreign teachers and staff at the college, including; recruitment, evaluation, housing and board, travel arrangements, conferences, orientation, and continuing development

JIRAANONG MANCEAU (JIRA)

SUMMARY

US and Thai citizen with more than 15 years of experience in market research industry and translation (English-Thai & Thai-English). Thai mother tongue(*Bangkok*) with a BA in English and an MBA from Bangkok, Thailand. Living in USA since 2005.

CAT tool: Trados Studio 2014

Specialized in marketing, marketing research (questionnaire, concepts, etc.), UI and business (for example, but not limited to; corporate policies & compliance, corporate finance, corporate communications), and pharmaceutical.

EXPERIENCE

May 07-Present: Freelance Market Research Analyst and Thai Translator

May-December 06: J.D. POWER AND ASSOCIATES, Westlake Village, CA, USA
Position : Research Supervisor, Automotive Retail Practice

July 04-April 06: Freelance Market Research Consultant and Translator

May 02-June 04: RESEARCH INTERNATIONAL (THAILAND) LTD.
Position : Key Account Manager, Qualitative Research

April 98-March 02: MARKET SUPPORT CO., LTD. (THAILAND)
Position : Associate Director, Quantitative & Qualitative Research

1991-1997: SALOMON BROTHER ASIA PACIFIC LIMITED – THAILAND
Position : Administrative Officer, Investment Banking

EDUCATION

1996-1998 Master of Business Administration (MBA)

SASIN GRADUATE INSTITUTE OF BUSINESS ADMINISTRATION, Bangkok, Thailand (with the support and collaboration of Kellogg Scholl of Management at Northwestern University and Wharton School at the University of Pennsylvania)
Sasin is an [AACSB](#) and [EQUIS](#) accredited business school. It has long been recognized as the leading business school in Thailand.

1987-1991 Bachelor of Arts (Major in English (including 3 courses of translation) and minor in French)
CHULALONGKORN UNIVERSITY, Bangkok, Thailand

Rate (per source word) English to Thai/ Thai to English

Translation : USD 0.09 (General), USD 0.10-0.13 (Technical)

Editing/proofreading : USD 0.05 (General), USD 0.06-0.07 (Technical)

BAHAR ENGUR

WORK EXPERIENCE

Turkish Interpreter (Independent Contractor)

1998 – Present

Foreign Language Service

Interpret Turkish/English in various courts around the valley on an on-call basis.

GL Accounting Assistant (Contract Employee)

April 2006 – October 2006

Fresenius Medical Care – Assigned through Ajilon Finance

Assisted the GL department of the Western Business Unit in areas of Ancillary Drugs and Medical Supplies compiling and reporting on usage and expenditures of approximately 300 clinics.

Assisted the GL department's Fixed Assets division maintain and track fixed assets and operating leases.

Assisted in compiling data for the voluntary disclosure of State Use Tax for the State of Texas.

Finance Manager

June 2003 – April 2006

International Travel House

Manage all accounting systems, including payroll, payables and receivables.

Assist the Customer Service department in filling customer orders and responding to inquiries.

Payroll / Accounting Manager

September 2002 – April 2003

Capitol Communications, Inc.

Managed all accounting systems, including payroll, payables and receivables.

Maintained production data for two call centers.

Assisted the Human Resources department in maintaining employee data and responding to inquiries from various agencies for information and/or withholding family maintenance monies.

Office Manager

May 2001 – August 2002

Aquatech Irrigation, Inc.

Managed all accounting systems, including payroll, payables and receivables.

Administered construction contracts with general contractors, including providing certificates of insurance, administering liens on projects, providing submittals and warranties.

Customer Service Representative

October 1999 – October 2000

Quality Art, L.L.C.

Sales order processing, shipping, invoicing and customer relations in a framed-art manufacturing environment.

Administrative Secretary

September 1998 – March 1999

ASU Memorial Union

Coordinated special projects as assigned by the five executive officers of the Student Union.

Coordinated and approved the activities of non-contract catering vendors on the university campus.

Coordinated and approved bulletin board and display case exhibits in the Student Union.

Processed hiring, termination and payroll of 100+ students employed in the department.

Office Assistant Senior

September 1996 – September 1998

ASU Parking & Transit Services, Parking Appeals

Researched, analyzed and responded to appeals of customers contesting parking citations utilizing and maintaining data logs for the purpose of tracking parking appeals with the use of spreadsheets.

Educated customers on parking and appeals policies and procedures

Researched past and purged citations and account information

Provided back-up assistance in arranging Parking Appeals Board hearings (second level appeals) and meetings, prepared and distributed agendas and meeting minutes

Assisted and supervised lot cashiers and attendants at ASU special events, such as NFL and college football games, President Clinton's campaign visit and Barry Goldwater's funeral.

Served as Team Leader of the Parking Appeals Continuous Improvement Team

Served as member of the Parking & Transit Services Customer Service Focus Group

Participated in numerous training programs such as Customer Service, Conflict Resolution, Working in Teams, Supervisory Skills and Group Facilitation.

Administrative Assistant

February 1993 – November 1995

Commission on the Arizona Environment

Coordinated conferences and events.

Developed and edited documents and publications of the agency.

Coordinated and supervised volunteer and temporary workers (agency consisted of 9 members appointed by the governor and 130 members on an advisory board approved by the 9 commissioners)

Developed and compiled budget requests from the Arizona legislature and tracked and reconciled the agency budget.

Coordinated accounts payable and receivable.

Compiled and published the *Environmental Resource Conservation Directory*

Compiled and published proceedings of conferences hosted and sponsored by the agency.

Prepared Request for Proposals soliciting sub-contractor to fulfill projects administered by the agency.

Assisted in the development of the 5-year Strategic Plan of the agency.

Administrative Assistant

August 1989 – November 1992

Norcross Securities, Inc.

Assistant to three officers of the company assigning various tasks including word processing, filing and general clerical duties.

Prepared commission reports of the Account Executives, assisted with data entry of the Trading and Operations departments.

Accounts payable.

EDUCATION**University of Phoenix****Phoenix, Arizona***Axia College – Business and Accounting***Arizona State University****Tempe, Arizona***College of Engineering and Applied Sciences***North High School****Phoenix, Arizona**

SKILLSWord processing software: *Microsoft Word, WordPerfect*Spreadsheet software: *Microsoft Excel, Lotus 1-2-3, LotusWorks, SuperCalc4*Database software: *Microsoft SQL, Microsoft Access, Paradox, Dbase IV, Professional File*Accounting software: *Quickbooks 2002, Quickbooks 2000, MAS90, SAP*Operating software: *Microsoft Windows 2000/98/95/3.x*

INTERESTS AND ACTIVITIES**Bosphorus Art Project**

Chairperson, Founding Member

Have been part of a team who formed a non-profit organization to foster cultural exchange and interaction through arts and culture festivals, concerts, performances, exhibitions, panels, publications, and multi-media productions.

Turkish-American Association of Arizona (TAA-AZ)General Secretary of the Executive Board, Editor of *Sabbet*Served for three years on the Executive Board as General Secretary where my duties included maintaining the organization's archives; keeping minutes of Executive Board and General Assembly meetings; coordinating events; editing, design and layout of TAA-AZ's newsletter *Sabbet*; participating in volunteer and community outreach programs. Particular activities included fund-raising for earthquake relief; Channel 12 telethon for the Red Cross; MS Walk; emcee at performances of the Folk Dance Ensemble, *Hiç Yoktan*; and member of the Turkish Classical Music Choir.

CAREER SUMMARY:

Accounting and Financial/Budget Analysis backgrounds in publishing, and government operations. Extensive experience in all phases of accounting and analysis. Development and implementation of systems. Extensive knowledge and use of personal computers.

EXPERIENCE:

June 1, 1978 – March 17, 2000 - Phoenix Newspapers, Inc. – Phoenix, Arizona
Financial/Budget Analyst, General Accounting. Performed all phases of accounting, preparation of Financial Statement, variance commentary to budget and history, coordination of budget/forecasts, operating revenue and operating expense, provisions and all necessary schedules for the Board of Directors quarterly meeting, Company banking and investments, Reconciliation of bank accounts/statements.

September 18, 2000 to March 31, 2006 – Arizona Corporation Commission, Phoenix, Arizona.
Public Utilities Auditor III. Reviewing, qualifying and auditing of the Public Utility Rate applications. Prepare Staff Report and/or Testimony for the Open Meetings, make recommendations, testifying/defending audit findings in hearings and Open Meetings

INTERPRETING/TRANSLATING EXPERIENCE – US District Court Qualified

April, 1969 through September, 1972, while employed by the City of Footscray, Footscray, Victoria, Australia I had the opportunity to assist with a variety of languages, for a large number of immigrants, from traffic violations to civil matters, criminal matters and pure silly cases. I worked with the City Health Inspectors, Police Department, FBI, Immigration, Hospitals, Schools, etc.

Most recent interpreting experience, from December 1999 to present I have assisted with DUI's, traffic violations, domestic violations,

variances in elementary schools, divorce issues, compensation hearings, DES-PHD interviews/evaluations, arbitrations, Federal criminal cases, depositions, etc.

Phoenix Municipal Court, US District Court, Glendale Municipal Court, Superior Court, Industrial Commission, PHD - MD offices, etc.

Languages: Romanian and Serbo-Croatian (Bosnian)
Speak, write and read (Latin and Cyrillic alphabet).

Kathleen Gross

City: Phoenix

A Foreign Language Service Interpreter Since 2003

General Information

Primary Language: Hungarian

•Oral ☒ •Written ☒ •Tutor ☐ •Simultaneous ☒ •Sequential ☐

Other Languages: Russian

•Oral ☐ •Written ☒ •Tutor ☐ •Simultaneous ☐ •Sequential ☐

Qualifications

•Proficiency: _____

•Length of Interpreting/Training Experience: 17 Years Months

•Expertise: Medical ☒ Legal ☒ Education ☒ Business ☒

•Certifications ☐ Awards ☐ Training ☐ Merits ☐

Specify: _____

•Experience: Groups ☐ Media ☐ Headsets ☐ Others ☐

Specify: _____

Work Experience

Job Title	Company	Description
Interpreting	A Foreign Language Service	Interpret/Translate/Tutor
Certified Travel Consultant	Travel Studio	Sold and Organized travel
_____	_____	_____
_____	_____	_____

Education

Degree	Name of School	Date of Graduation
2 years college study	Ealing Technical School, London	1957-1959
Certified Shoemaking	Technical School in Budapest	1956
_____	_____	_____

Related Experience

Travel ☐ Member ☐ Military ☐ Civil Service ☐ Recognition ☐

Specify: _____

Background

Countries You Have Lived In	How Long
Hungary	18 years
London, England	4+ years
_____	_____

Other

New Text Document

Resume

Zhenning Lei (James)

Work Experience:

1)Translation and Interpretation

March 2013 to Now: A Foreign Language Service. Translator and Interpreter (Part Time). Phoenix

2002 to 2005: A Foreign Language Service. Translator and Interpreter (Part Time) .Phoenix

1984 to 1990: COFCO Ningxia Branch. Translator and Interpreter. Yinchuan, China.

2)Other Experrience

2005 to Now: US Prefered Realty Inc. Phoenix . Real Estate Agent.

1982 to 1984: Ningxia Institute of Technology, Yinchuan, China. English Teacher

Education :

1990 to 1992: Grand Canyon University. Master of Business Administration

1983 to 1984: Beijing Institute of International Business: Certification in Business English.

New Text Document

1978 to 1982: Ningxia University, Yinchuan, China. BA in English Education.

Remark: Most of my interpretation and translation works are in the area of International business and court cases.

Profile

To obtain a challenging position in utilizing my extensive experience in semiconductor and factory operations experience

Professional Experience

Kelly's Services

- **Manufacturing Technician, August 2016-Present**
- **Operational Manager , Dec.2015-August 2016**

Artech Information Systems

- **Manufacturing Technician, Dec. 2014-Dec.2015**

GT Advanced Technologies, Mesa, Arizona

- **Growth Technician, Jan. 2014-Oct. 2014**

INTEL CORPORATION, OCOTILLO, ARIZONA

- **FAB12/FAB32 Defect Metrology July 2011-Dec. 2013**

ATD Manufacturing, Epoxy Module, Sept 2004 – July 2011

- Responsible of setting up and operating equipment within the Epoxy module.
Performed setting up tools to POR
- Work with Module engineering to optimize unit processing while managing multiple variables that impact product reliability
- Partnered with engineering to address and resolve process errors

Fab22 Wet Etch Manufacturing, May 2002 - June 2004

- Operated Wet Etch benches in clean room environment
- Performed monthly PM in conjunction with MTE's
- Adhered to time requirements in respect to availability of WIP to exceed area metrics
-

A Foreign Language Services, 2005-Present

- Certified Translator for State of Arizona (Persian/Farsi)

Core Skills

- Improving process

- Implementing and role modeling safety
- Reducing cost due to improving process
- Possess MBA
- Active member of training department
- Active member of negotiation team

EDUCATION

- MBA, Global management, University of Phoenix, Tempe Arizona, April 2002
- B.S., General Engineering, Idaho State University, Pocatello, Idaho May 1987
- Advanced Level Certificate in Pure Mathematics, Halifax college, W.Yorkshire, England

Joel M. Mpabwanimana

March 2, 2009

Resume

A. Skills and abilities:

I'm ordained to the ministry since 1996 by the Seventh-day Adventist Church and since 1981 I worked as an educator, evangelist, secretary and treasurer in the same church through out many and different countries in Africa. I served in the local churches and in the conferences as well. I draw on more than 29 years experience working with different people within a cultural diversity. I love my ministry and being a chaplain in the hospital/hospice has increased my identity and sense of awareness. One of my primary responsibilities, regardless of faith group or religious affiliation I gained since I have been working in interfaith organization setting, is to provide pastoral presence to all patients, family members, and staff within their area of operation. My ministry in the hospital has been characterized by counseling, assessment and evaluation of emotional and spiritual injury, as well as consultation on ethical and moral issues.

In addition to my M.A in Religion and MDv degrees, I also have five units of (CPE). Clinical Pastoral Education. Since January 31, 2009 I'm Board Certified Chaplain, (BCC). I'm experienced working in all ICUs, Emergency Room, cardiology, pediatric, and all trauma level areas. I also have experience working with hospice and palliative patients. I believe, I am called into the midst of suffering and my ministry is to provide companionship, comfort and support to the suffering one and help him or her find meaning, purpose, grace, hope and help her/him feel connected to the community. I am motivated, well organized, dependable and responsible. I'm a planner, leader with always new visions and understand new technology. I'm honest, committed to my work and respect others, team work and able to set priorities. I am an initiative, empathy and patient in my function. My ministry always has been characterized by building strong relationships within a diverse team. I always am interested to learn new things.

In addition to these skills, I also speak many different dialects and languages. I speak Kinyarwanda, Kirundi, Lingala, Swahili, Tshiluba, French and English. I now am learning Spanish.

B. Employment History:

1. Contract Interpreter for A Foreign Language Service Since 2009 to present
2. **Full Time Night Staff Chaplain:** At St. Joseph's Hospital and Medical Center,
3. **Staff Chaplain:** Hospital/Hospice/Palliative at Covenant HealthCare,
4. **Occasional Chaplain:** St. Mary's Of Michigan, 800 South Washington Av,
5. **Bible Worker and Elder:** Saginaw SDA Church, 2755 N. Center Rd,
6. **Church Elder:** Pioneer Memorial of the Seventh day Adventist Church, 400 University
7. **Interim Night Hospital Chaplain:** Covenant HealthCare, 700 Cooper Avenue,
8. **Skill Developer:** Gateway Inc, Berrien Springs, MI 49103.
9. **Support Employment/Coach:** Stonebridge Employment Services, Niles, MI.
9. **Minister/Pastor:** Seventh Day Adventist Church, Rwanda and Nigeria, Senegal, Ivory Coast, and D.R. Congo/Africa. Sept 1982 – May 1998.

Job description: Parish ministry and senior church pastor, evangelist, church secretary, church treasurer, teaching and provided direct ministry and spiritual care with individuals/families/staff and administrative within a defined area in those countries. I served as pastor/evangelist, and secretary/treasurer of the Equateur Association/Gemena project, West Congo Union Mission.

C. Education:

1. Masters of Art in Religion (MA) and Masters of Divinity (MDv) both from Andrews University, Berrien Springs, MI 49104.
2. Bachelor of Science in Religion and Administration, University of Central Africa, Mudende, BP 525 Gisenyi/Rwanda.
3. High School Diploma in Teaching, Lukanga High School, B.P 180 Butembo, Nord Kivu, D.R. Congo/Africa.

D. Certificates:

1. Board Certified Chaplain (BCC) by (APC) Association of Professional Chaplains, January 31, 2009, Orlando, Florida.
2. HealthCare Professional Management, Saginaw Valley State University, Saginaw, MI. November 15, 2007.
3. Successfully completed five units of clinical pastoral education (CPE), Saginaw, MI.
4. Two Certificates in Medication Administration: Living in the Community, received from Dungarvin Inc, LaPorte, Sagmore, IN and from REM Indiana, South Bend, IN..
5. Certificate in Economic Management, received from SDA Church, Kinshasa, D.R. Congo/Africa..
6. Certificate of Endorsement by the Seventh-day Adventist World Wide Church expiration date July 2010

AIDA MUSIC

RECENT EXPERIENCE:

Phoenix College Admissions & Records Office Admissions & Records Rep. July 2007 – Present

Performs various admission, registration and record keeping processes; reviews and responds to requests generated on different forms. Assists students with decisions regarding course and selection utilizing traditional and non-traditional schedules. Determines residency classification, course selection, course advisement, assignment of due dates, record changes and retrieval and course access. Processes transcript evaluations and requests, enrollment verification and changes in student data.

Phoenix College Learning Center Learning Center Technician/Academic Advisor Oct. 2002 – July 2007

Coordinated and scheduled tutoring sessions for all Phoenix College students including special tutoring for diverse special needs and at-risk populations including physically disabled, economically and academically disadvantaged and limited English proficient students. Established and maintained accurate and extensive student and department records. Provided student tutoring and operational assistance for the Learning Center. Provided tutor training for all academic disciplines as well as study skills workshops. Assisted with preparing and monitoring extensive data on student use of services. Organized and presented special tutoring training sessions and recruited faculty to participate. Directed and coordinated the work of full-time, part-time and student employees. Academic advising, admission and graduation procedures, assisted students with transferring procedures to different universities.

Phoenix College International Student Center Office Coordinator I June 2002 – Oct. 2002

Assisted students with pre-registration information, including referrals to local, state and federal agencies. Assisted students with information about all aspects of registration including assessment and financial aid application. Assisted students in understanding college policies as outlined in college catalogs and schedules and provided information about specific programs and courses. Advisement of new, continuing and prospective students, assisting with scholarship applications, developing informational materials to students, faculty and community. Assisted students in job searches. Provided specific language translation when needed. Recruitment and retention of new students.

Phoenix College International Student Center Student Services Specialist Feb. 2002 – June 2002

Participated in and performed duties of the international student services functions. Checked and prepared the paperwork for F-1 students. Served as an advisor for international students and conducted club meetings. Planned and implemented intercultural events and activities. Provided technical guidance and problem resolution for students.

Phoenix College International Student Center Administrative Secretary I Feb. 1998 – Feb. 2002

Performed duties of the international student services functions as well as for re-entry students. Made appointments, answered phones, provided language translation for Bosnian and Russian students, and participated in events and activities as a representative of the International Student Center.

Phoenix College Information Center/Library/Testing Center/Alumni Office Nov. 1994 – May 1997

Performed general desk duties in the periodical department, verified student records, updated bibliographic records in the library database, verified overdue records, and processed fines and deposits.

Provided support services to students from Cuba, Vietnam, China, Russia, Bosnia, Romania and Bulgaria. Assisted instructors with extensive paperwork in connection with foreign students. Provided instructional support to small groups of refugee students. Tested students, monitored and evaluated the progress of these students.

MARICOPA COMMUNITY COLLEGE DISTRICT APPLICATIONS:

PeopleSoft System
Student Information System (SIS)
College Financial System (CFS)

COMPUTER SKILLS:

MS Word, Excel, Access, Power Point, Page Maker, FileMaker Pro and Zoom Text

OTHER TRAINING/EXPERIENCE:

Reading/Writing/Speaking Fluency in Serbo-Croatian/Bosnian, Russian and English
Basic Fluency: Spanish

Member of Phi Theta Kappa – Phoenix College
Member of Alumni Chapter – Phoenix College
Member of AWARE – Adult Re-Entry Center – Phoenix College

EDUCATION:

Master Degree in Education - Counseling/Human Relations Northern Arizona University	December 2006
Bachelor of Science in Management/Leadership Charter Oak State College – Phoenix College site	May 2004
Associate in General Studies Phoenix College	May 1998
Associate in Arts Phoenix College	May 1997

OBJECTIVE: To secure a position in an organization that challenges the individual and grows spurred by its employees' success and enthusiasm servicing the public.

SUMMARY OF SKILLS AND QUALIFICATIONS:

RE Industry Related:

- 2008 – Current - Full time **short sale facilitator and negotiator**; representing sellers/borrowers in **short sale transactions**; originating **BPOs**. High **Equator proficiency**.
- Practical knowledge of **HAMP, HAFA, Fannie Mae, Freddie Mac guide lines**, etc.
- High proficiency in **communication with lending institutions, banks, investors facilitating and negotiating short sales**.
- 1999 - Current – Full time real estate agent – **residential and commercial RE**
- **12+ years'** expertise with **writing, reviewing and negotiating real estate purchase contracts**
- **12+ years** of practical knowledge of **title/escrow operations**
- **Certifications & designations** focusing on the **distressed housing market: property preservation, value assessment, resale specifics, new financing & marketing requirements, and the new economy**.
- Advanced **knowledge in residential real estate financing** – conventional, FHA, Home Path, VA, others.
- Detailed knowledge of the **Metro Phoenix housing map & market**, including new and older developments, master planned communities in the entire valley
- Working knowledge of the basic **property value assessment principles & BPO** technics.
- **Practical understanding of the real estate economic theory** and economy cycles.
- Proficient and trained in **property research, value analysis, financial analysis, statistical analysis, comparable market research, BPOs**, etc.
- Professional knowledge of basic residential RE-related **construction techniques, statutes, case law**.

Personal:

- **Details oriented, well organized, fast learner** and highly motivated **self -starter**
- Ability to work **UN-supervision plus** positive **can-do and team-oriented attitude**
- **Multi-task** oriented but assignment **focused**; high **completion and closing** effectiveness
- Top **timing and planning**, also **problem solving** efficiency
- Professional level of **listening and comprehension**, of **oral and written communication**
- Advanced **negotiation skills** – as a result of training and years of practical experience
- Strong **mathematical and analytical skills**
- High **computer proficiency with PC**: Microsoft Office, various professional applications of real estate, title/escrow and appraisal-related software; highly effective with search engines, industry related sources and resources; mapping.
- Excellent **interpersonal and customer care** skills – buyers, sellers, vendors, institutions, public
- Aptitude for languages: English, German, conversational Russian, Spanish-beginners, Bulgarian

PROFESSIONAL ELIGIBILITY:

10/20/1999 – current - Full time Real Estate Agent with various certifications & designations within the RE- Industry.

08/25/2009 –current - the RE-license has been hold with ***Solutions Real Estate***.

Current **Real Estate E&O insurance** – Certificate of Liability Insurance -2011-2012- with *Pinnacle Insurance*, Scottsdale; **Policy # BWEo01100032-0**

EDUCATION:

- **Continuous Realtor Education – Various Certifications and Designations:** *Business School of Real Estate and Commercial Real Estate Institute certified, National Association of Realtors, Phoenix Association of Realtors, ARMLS, others :*
Certified Distressed Property Expert,
Certified Short Sale Negotiator,
Certified Commercial Sales Specialist,
Certified Land Sales Specialist, many others.
- **1999 - Active Realtor License # SA510923000** from *Business School of Real Estate & Business*, Scottsdale, Arizona
- **Various College Programs/Credits**
- **1990 - Master's Level Degree in Marketing** from the *University of National and World Economy, Sofia, Bulgaria*

MEMBERSHIP: *National Association of Realtors, Phoenix Association of Realtors, ARMLS*

OTHERS:

- **U.S. Citizen**
- **Clean driving record (Class D valid driving license, issued by the State of Arizona)**
- **References available upon request**

JEAN RICCARDO RODNEY

.....

Objective: Seeking a position as a Translator Project Manager where my professional demeanor, hard working attitude, and exemplary communications skills can be effectively utilized.

SUMMARY: Remarkably gifted and self-motivated Interpreter with huge experience providing optimal interpretation support to the International Rescue Committee and the Catholic Charity Services in assisting refugees to acculturate in the United States at all level and facet of life. Very experienced in church setting interpretation.

Summary of Qualifications

- 7 years of legal document translation for immigration and businesses
- More than 8 years of experience and exceptional simultaneous/consecutive interpretation skills
- Fluent in French and Haitian-Creole (Native and Educated), Beginner in Spanish
- Proven ability to Sight-translate complex texts such and official documents
- Excellent communication and presentation skills in both Creole, French and English
- Excellent team working abilities together with an innate diplomacy
- Strong familiarity with immigration procedures, terms and forms
- Profound ability to express thoughts clearly and concisely in both languages
- 3 years of experience as a church youth director and financial secretary
- 6 years of experience as a Sunday School Instructor and a multi-lingual Interpreter

Professional Experience

Cyracom International, Phoenix, AZ

2012 – Present ---- Interpreter

Over the Phone Interpretation, Everything

- Interpreted from English into Creole and vice versa using consecutive modes for medical, legal, 911, insurance and businesses.

Lionbridge Federal, Washington, DC

2011 – Present --- Contract

Legal, Immigration Interpretation

- Conducted Immigration Interpretation for the government (Judge) during court proceedings in the Haitian-Creole language in a consecutive mode face-to-face or telephonically.

The International Rescue Committee, Phoenix, AZ

2010 – Present ---- Contract

Community Interpreter

- Rendered Simultaneous and Consecutive interpretation from English to French and vice versa during business workshop and seminar for refugees.
- Interpreted for the celebrity violinist Daniel Roumain during a mini show given to the Haitian Cuban entrants at the IRC in Creole in a consecutive style.

Catholic Charity Services, Phoenix, AZ

2010 – Present --- Volunteer

Community Interpreter

- Interpreted many conferences on the topic of business and healthcare for Haitian refugees in the valley from English to Creole and vice versa in a simultaneous and consecutive mode.
- Provided interpretation services on a one and one basis to assist social workers to communicate with their Haitian clients in Creole.

Language Connection, Phoenix, AZ

2010 – Present --- Contract

Medical Interpretation

- Conducted medical Interpretation for patient and staff at a health clinic in Peoria, AZ in Creole and English vice versa consecutively.

First Haitian Assembly of God Church, Phoenix, AZ

2002 – Present – Volunteer work

Church Interpretation

- Provided regular interpretation of sermons, and speeches during religious services in a consecutive and simultaneous mode from three languages, English, French and Creole and vice versa.
- Provided chuchotage interpretation style to small groups of people in church during sermons in English and Creole and vice versa. Provide Document translation services to members.

Call Center QA Specialist

May 2008 – Present

University of Phoenix

- Reviews and evaluates customer service call center statistics utilizing standardized guidelines and procedures established by senior management to ensure adherence to division and/or department service and quality standards.

Military Enrollment Counselor

September 2006 – May 2008

University of Phoenix

- Excellent work ethic and team work enables the team to numerically increase its daily customer service time, outbound calls and enrollment, by having perfect attendance, by motivating others and being organized allowing sufficient time to help co-workers.
- Mentored other team members in area of lead database structure and organizational skills.

Automated Logistics Specialist Supervisor (92A02 L)

January 2005 - June 2007

U.S. Army, Bamberg, Germany

- Supervised receiving section of warehouse overseeing equipment and material valued over \$2 million. Received and redirected daily incoming shipments and develop new procedures to speed up receiving and issuing process, resulting in 100% daily mission accomplishment. Better time and financial management has reduced warehouse loss by 10%.

Turn-In / Receiving Department Supervisor (92AL)

November 2000 – December 2004

US Army, Bamberg, Germany

- Provided technical guidance to employees and facilitated regular training sessions addressing turn-in procedures and needed improvements.
- Trained and assisted four new employees while excelling in assigned position.

Education and Professional Training

- **Master of Arts in Education/Adult Education and Training**
University of Phoenix, AZ, 2013
- **Bachelor of Science degree in Management**
University of Phoenix, AZ, 2011
- **Associates of Science degree in General Studies**
Axia College of University of Phoenix, AZ, 2008
- **6 weeks of Community Interpreter Training**
The International Rescue committee (The IRC), AZ, 2010

Richard Borjeily

SUMMARY OF QUALIFICATIONS

- Capable of translating and interpreting from and to English, modern and multiple dialects of Arabic, and French
- Able to interpret and understand foreign policies and international political events
- 10 years experience in network implementation and administration
- Excellent analytical problem solving and decision making skills

PROFESSIONAL EXPERIENCE

Independent contractor/network Administrator
Phoenix, AZ

2007 to Present

- Design IPV4 addressing, VLSM, OSPF or EISGR, and address summarization.
- Campus network design and Multilayer segmentation, including LAN, VLANs, VTP, Spanning Tree Protocol, and MPLS
- Implement Network Address Translation (NAT) and Port Address Translation (PAT).
- Help Desk / End-user support for hardware, software and Windows operating systems
- Produce system/network documentation, and IT policies
- Enforce network security policy, address server security issues and appropriate security patches and upgrades

PlanCom (Cingular)
Radio Frequency (RF) Coordinator
Phoenix, AZ

2006 to 2007

- Coordinated and communicated issues with Radio Frequency, UMTS, GSM, GRPS projects with Engineering and construction department
- Connected to Nokia Servers (BSC) to research equipment for harvesting or adding radios and other equipment and made changes as necessary
- Checked on traffic via NMS tools to determine if any congested sites
- Researched and updated multiple databases to reflect the correct information
- Reported and discussed with management on the progress of various projects

Volt (Cox Telecom)
Technical Support
Phoenix, AZ

2005 to 2006

- Created logical path for provisioning and testing of all telephone lines
- Developed and maintained capacity maintenance of circuit design and provisioning standards and procedures
- Supported field and in-house technical staff
- Built MVP's (multi voice ports) and nodes in ICOMS to be released for telephony

The UPS Store
Store Owner
Tempe, AZ

2004 to 2005

- Managed the day-to-day operation of the store
- Manifested packages for UPS, USPS, and other major carriers
- Maintained mailboxes and in-house accounts for billing and accounting
- Maintained the store financials using QuickBooks

Eastpointe Mortgage

Loan Officer/Originator

2002 to 2004

Methuen, MA

- Generated loans to finance and refinance real estate
- Gave advise on various programs with various banks and lenders
- Followed up with customers to ensure proper documentation in compliance with banking and government guidelines

Lucent Technologies

Network Support Engineer- ATM, Major Accounts

2001 to 2002

Westford, MA

- Troubleshoot ATM/FR networks for major telecommunications companies
- Provided on-site and off-site support for Tier 1 to Tier 4 at the NOC facility
- Evaluated and gave recommendations on critical issues in the production network
- Coordinated with sustaining engineers' lab tests to reproduce the issues at hand.
- Connected via T1 to maintain the overall health of the ATM network by using Network Management Systems (NMS) and other tools as needed

Alcatel, IND

Networking Engineer, Carrier Major Accounts

2000 to 2001

Acton, MA

- Solved on-site and off-site L2/L3 Network problems using Network Diagnostic Tools and network performance monitoring.
- Worked with Ethernet, 10/100/1000BaseT, ATM, Frame Relay, SONET, MPLS, VoIP, and FDDI
- Experience with ATM Signaling (UNI/PNNI) and LANE, VLAN, Spanning tree, bridging, routing, and switching.
- Customized LAN, WAN, using most topologies and protocols
- Researched and tested Gated, 802.1Q, Multicast, RIP, EGRP and VRRP

Price Kong & Co. CPA

Network Administrator

1998 to 1999

Phoenix, AZ

- Created users on network and providing access to appropriate software
- Performed minor repair to equipment, maintaining hardware in good working order.
- Maintained backup system of all computer functions, established disaster recovery procedures to ensure retrieval on all data and system software
- Trained personnel on various software

EDUCATION

University of Phoenix

Online

- Pursuing a Bachelor of Science degree in Information Technology (BSIT)

Northeastern University

Boston, MA

- Courses in Accounting

American Banking Institute

Boston, MA

- Banking and Finance studies

CERTIFICATIONS

- Microsoft Certified Professional (MCP)
- MS Excel and Access advanced certification
- 3COM Certified Networking Solutions
- Alcatel Certified System Engineer
- Certified Lucent Switch Specialist
- Preparing for CCNA

NATALYA MORLEY

OBJECTIVE

A position of teaching Russian as a foreign language in order to apply and utilize to the fullest degree skills received through combination of education and work experience.

EDUCATION

Certified Teacher of Russian as a Foreign Language **December 1997**
Russian Language Study Center at the Moscow State University,
Moscow, Russia

Bachelor of Arts, Foreign Language **June 1990**
Moscow Linguistic University
Moscow, Russia

WORK EXPERIENCE

Private Tutoring **August 2002 – Present**

- Taught different levels of Russian from Beginner to Advanced
- My students include Arizona State University professors, graduate and undergraduate students, leaders of religious organizations, government personnel

Phoenix College **Fall 2006**

- Adjunct Faculty, Professor of Russian
- Taught Beginner Russian RUS 101. Selected a textbook for the course, developed the syllabus, prepared tests and the final exam, performed grading.
- Participated in the Multicultural Fair with a presentation and a mini-lesson in Russian (2007/ 2008)

Glendale Community College **April 2006**

- Substitute Professor of Russian
 - Taught 2 classes: Intensive Beginner Russian and Intermediate Russian
-

Thunderbird Graduate School of International Management

1994 / 1998

- Russian tutoring for a participant of the Executive Program
- Substitute Professor of Russian

SKILLS

- **Methodology**
Developed own customized approach to teaching Russian language, based on individual student needs, proficiency level, and time frame. Developed a system of phonetic drills to use at the beginning of each class in order to minimize interference effects from the native language. Devised methods to develop student's anticipation and prognosis skills in order to enhance spontaneous speech development.
- **Psychology**
Based exercises on extra-linguistic characteristics, such as student's background, age, and reason for interest in studying Russian. Served as mentor rather than instructor, incorporating elements of Russian history, culture, and literature into assignments and presentations. This approach enhanced student's motivation and resulted in better information absorption.
- **Research**
Engaged in ongoing comparative analysis of the phonetic systems of Russian and English languages based on the differences in articulation. Practical application of findings helped minimize the effects of a foreign accent.
- **Communication**
Developed understanding of cultural differences and how they affect cross-cultural communication.
- **Computer**
Word, Excel, Access, Power Point, Front Page

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

Court Interpreter Services CT 19-116

1. Quality Levels. The quality levels of interpreters and translators (collectively referred to as “Interpreters”) for this Agreement as follows:
 - A. Certified Interpreters. An individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter’s examination, or an examination, or an examination administered by a State Court or University accredited by the United States. Interpreters for the hearing impaired must be “qualified interpreters” as provided in ARIZ. REV. STAT. § 12-242. A copy of the Certification for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - B. Certified Interpreters with Specialty. An individual who is certified and skilled in a distinctive and specialized area of practice such as legal, medical, psychological, technical, etc. A copy of the certification and evidence of the specialty for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - C. Non-Certified Qualified Interpreters. An individual who is able to interpret or translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A non-certified individual shall possess a basic competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language.
2. Code of Ethics. All interpreters must comply with the Avondale City Court Professional Code of Ethics and Practices for Court Interpreters (“Ethics Code”), as well as all City rules and policies. A copy of the Ethics Code is attached hereto as Exhibit B. Attachment 1.
3. Code of Professional Conduct. All interpreters for hearing impaired must comply with the Code of Professional Conduct co-authored by the National Association of the Deaf and the Registry of Interpreters for the Deaf, Inc. This code may be viewed online at: <https://drive.google.com/file/d/0B-HBAap35D1R1MwYk9hTUpuc3M/view>
4. Arrival Time. The interpreter shall arrive 15 minutes prior to the scheduled appearance. A true and complete list of the court program schedule is set forth on Exhibit B. Attachment 2. Court Program Schedule as attached hereto. Note that the schedule is subject to change due to the availability of staff, holidays, and inclement weather. To confirm the program schedule, please contact the City Representative.
5. Preliminary Meeting. The City may require the interpreter to participate in a preliminary meeting before receiving an assignment. Such meeting may be used to address difficult circumstance, issues of concern, special instructions from the court or to determine whether an assignment is appropriate for a particular interpreter.

6. Interpreter Replacement. Contractor shall replace an interpreter at the City's request if any of the following occurs:
 - A. Interpreter fails to appear at the time and place specified for the assignment.
 - B. Interpreter does not have the quality level requested and/or demonstrates lack of qualification to perform the assignment.
 - C. Interpreter fails to adhere to the terms of the Agreement, the City's directions or security regulations.
7. Verification of Qualifications. Upon City's request, Contractor shall furnish verification of an interpreter's qualifications.
8. Substitutions. If the City requests a particular interpreter by name, no substitution can be made without notification to and approval by the City.
9. Service Level Compensation. Contractor will be compensated for the level of Services requested, even if the Contractor provides an interpreter whose abilities exceed that quality level.
10. Cancellation. The City may cancel a request for Services without charge provided the City notifies the Contractor by the close of business the preceding day. If the City is unable to do so, the City shall pay the Contractor for one hour of service in accordance with the rates in the Fee Proposal.
11. Delays. If the scheduled Services are delayed due to circumstances beyond the City's control and no fault of the Contractor (ex. Court hearing does not start on schedule or is re-scheduled at a later time on the same day) the Contractor will be compensated for the time of the delay according to the rates in the Fee Proposal. There shall be no additional compensation for mileage or other costs associated with any delay.
12. Translation Delivery Schedule. The turn-around time for standard written translation shall not exceed 14 days. In the case of a document that needs special skills, is urgent in nature or is otherwise critical to the City, the City and the Contractor may agree upon an acceptable delivery time.
13. Late Delivery. An interpreter who fails to complete an assignment on time shall be paid a reduced fee, which shall be calculated by deducting the amount of time overdue from the original completion date.
14. Deficiency Reports. Failure to provide quality service to the City may result in deficiency reports which shall be kept on file and may be a factor in determining whether to renew the term of the Agreement.
15. Reporting Requirements. Throughout the duration of this Agreement, the following must be reported to the Court Administrator within three business days:

- A. Criminal/Civil Offenses. Any criminal or civil offenses, including, but not limited to, traffic, parking and housing, received by any member of Contractor's staff or their immediate family, in the Avondale Court. Immediate family means a spouse, child, grandchild, parent, grandparent, bother, sister, child or grandchild of the spouse, any court appointed legal guardian or parent substitute.
- B. Petitions. Any order of Protection or Injunction Against Harassment filed by or against any member of Contractor's staff in the Avondale Court.
- C. Pending Cases. Any member of Contractor's staff who is a party or witness to a case pending in the Avondale Court.

ATTACHMENT 1
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Code of Ethics]

See following pages.

**AVONDALE CITY COURT
PROFESSIONAL CODE OF ETHICS AND PRACTICES
FOR COURT INTERPRETERS**

ETHICS AND PRACTICE

I. Professional Ethics.

- A. Accuracy. The court interpreter shall always interpret what is said thoroughly and exactly, omitting nothing, conserving the tone of the speaker and stating precisely what has been said, given the exigencies of grammar and syntax in both languages. This complete accuracy applies to all modes of interpreting: simultaneous, consecutive and summary.
- B. Confidentiality. The interpreter must protect the confidentiality of all knowledge gained during the course of this duty. As he/she is the verbal link between the client and attorney, attorney/client privilege pertain to the interpreter as well. The interpreter may have access to private documents, police records, medical files, etc., before and during legal proceedings. Consequently he/she must have an absolute responsibility to keep all oral and written information gained completely confidential. He/she shall also not derive personal profit or advantage from any confidential information acquired while acting in a professional capacity.
- C. Impartiality. The interpreter shall maintain an impartial attitude with defendants, witnesses, attorneys and families. He/she shall neither conceive of him/herself nor permit him/herself to be used as an investigator for any party to a case. He/she shall clearly indicate his/her role as an interpreter if he/she is asked by either party to participate in interviews or prospective witnesses outside of the court. The interpreter shall not take sides or consider him/herself aligned with the prosecution or the defense.
- D. Proficiency. He/she should feel no apprehension about withdrawing from a case in which he/she feels he/she will be unable to function effectively, due to lack of proficiency, preparation or difficulty in understanding a witness or defendant. The interpreter should continually improve his/her language skills and increase his/her knowledge of the various areas which might be encountered in court interpreting by attending workshops and seminars, keeping current in changes in the law, and exchanging information and methods with colleagues.
- E. General Rules with Respect to Conflicts of Interest.
 - 1. Court interpreters shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in conflict with the proper discharge of their official duties in the

court or which impairs their independence or judgment in the discharge of such duties.

2. Court interpreters shall not accept money or other consideration or favors from anyone other than the court for the performance of an act which they would be required or expected to perform in the regular course of assigned duties; nor shall court interpreters accept gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to the court.
3. An interpreter shall not use, for private gain or advantage, the court's time or facilities, equipment or supplies, nor shall he/she use or attempt to use this position to secure unwarranted privileges or exceptions for him/her or others.
4. In all instances, an interpreter shall disclose to all parties concerned, and in court interpreting to the judge, any actual conflict of interest or the appearance of any conflict of interest. The court shall be informed whenever the interpreter and any witnesses are previously acquainted. Any condition which impedes on the objectivity of the interpreter or affects his/her professional independence constitutes a conflict of interest. A conflict may exist whenever any of the following occur:
 - a. The interpreter is acquainted with any party to the action.
 - b. The interpreter has, in any way, an interest in the outcome of the case.
 - c. The interpreter is perceived as not being independent of the adversary parties (or related agencies in criminal cases).

F. Time Records. A per-diem interpreter shall maintain accurate and detailed time records of service rendered.

G. Opinions Provided to Public/Media. A court interpreter shall not render opinion or make subjective statements of any kind through, or in connection with, a newspaper, radio or other public medium regarding any legal matter in which the interpreter has interpreted or served as a translator of written material of a legal nature.

H. Giving Legal Advice.

1. The interpreter shall never give legal advice to any person, whether solicited or not. In all instances, the person shall be referred to counsel. The interpreter may give general information regarding the time, place and nature of the court proceedings. However, in matters requiring legal judgment, the individual shall be referred to an attorney.

2. The interpreter shall never function as an individual referral service for any attorney or attorneys. This kind of activity has the appearance of impropriety. When asked to refer a non-English speaking person to an attorney, the interpreter should refer such individuals to the local bar association.

PROFESSIONAL CODE

II. Professional Practice.

A. Modes of Interpreting.

1. Simultaneous Interpretation. This mode of interpreting requires giving an exact rendition of everything being said at the same time it is being spoken in the original language. This is the mode used when relating proceedings to defendants. The interpreter should speak in a soft voice, for the benefit of the defendant only, and should neither summarize, simplify nor explain the proceedings.
2. Consecutive Interpretation. This mode of interpreting is utilized with witnesses and in a situation in which the speaker must first finish his statement before the interpreter begins to speak. When interpreting in this mode at the witness stand, the interpreter should make every attempt to permit the speaker to finish his statement. To this end he may wish to take notes. The interpreter should only interrupt a speaker if it becomes absolutely necessary to do so in order to achieve complete accuracy in a very lengthy statement. If there is a word or phrase that the interpreter does not hear or understand, he should never guess or invent a translation. Rather, he/she should ask the Judge for permission to request that the witness repeat or rephrase the statement and then continue with the interpretation. At the witness stand, the interpreter should project the foreign language clearly enough to be heard along with the English, for the benefit of the defendant and/or others present in the courtroom who understand the interpreted language.
3. Summary Interpretation. The summary mode, which is the least preferred technique for legal proceedings, is an accurate simultaneous resume of fragmented statements that may occur in a three-way exchange between the court and attorneys. It differs from the simultaneous mode in that it is not a verbatim rendition of all that is being said because the interpreter is relating the statements of persons who may be interrupting one another.

- B. Relation to the Record. Since the court interpreter serves as the voice of other participants in a courtroom or similar setting, the court interpreter should always utilize the first person singular when interpreting for witnesses or in any situation in which a conversation between two or more parties occurs in the courtroom or

similar setting. However, when the interpreter must request repetition of a word or phrase, clarification or restatement of a question or answer during testimony, or when for reasons consistent with professional ethics the interpreter must address the court, he/she shall identify him/herself as the interpreter and use the third person to protect the record from confusion. For example, “Your Honor, may the interpreter ask the witness for clarification of a word phrase?” Or, “Counsel, the interpreter requests that you repeat the question.”

- C. Awareness. The court interpreter should be attentive to all that is taking place around him/her, given the rapidity with which events take place in a courtroom.
- D. Low Profile. The interpreter must maintain a low profile, remembering that he/she is not testifying but merely communicating the testimony of another. He/she should not draw attention to his/her interpretation, since the judge and jury must only focus upon the individual requiring interpreting. The interpreter should control overt expressions of opinion, such as surprise, sympathy or disgust while interpreting for defendants or witnesses. He/she should position him/herself in such a way so as not to obscure the view of the defendant and jury from the individual who is testifying. The overall aim of the interpreter should be to assure a neutral atmosphere in the courtroom such as there would be if no language barrier existed.
- E. Language Level. The interpreter should utilize the same level of language used by the speaker. This means that he/she will interpret colloquial, slang, obscene or crude language as well as sophisticated and erudite language, in accordance with the exact usage of the speaker. It is not the interpreter’s task to tone down, improve or edit phrases. Further, the interpreter should not assume that it is his/her duty to simplify statements for a witness or defendant who he/she believes cannot understand the speaker’s statements. The person requiring an interpreter should request an explanation or simplification if necessary. Idioms, proverbs and sayings rarely can be literally interpreted. The interpreter should seek an equivalent idiom to relate the meaning of the original idiom or saying.
- F. Characterizing Testimony. Based on statements made by the speaker, an interpreter should never characterize or give a gratuitous explanation. The court or attorneys will request clarification from the speaker if necessary. Except in the case of certain languages in which a gesture or grimace has a particular significance, the interpreter should not offer an explanation or repeat a speaker’s gesture or grimace which has been seen.
- G. Questions Answered with Questions. The interpreter must translate the exact response of the witness or speaker even if the answer to a question is another question due to the witness not hearing or understanding the initial question.
- H. Interpreting Mixed-Language Responses. If a witness testifying in a foreign language suddenly interjects a complete English response, the interpreter should not ask the witness to speak in his/her native language. He/she should stand back

so that all parties are aware of the English response and await the court's direction. If the English response is only one or two words, the interpreter should repeat them, since the stenographer follows the interpreter's voice when transcribing foreign-language testimony.

- I. Conversations During Witness Testimony. Under no circumstances shall the interpreter engage in conversation or question any witness testifying under oath. There should be a simple exchange of questions and answers between the questioner and the witness as if there were no language barrier. During pauses in testimony, such as side-bar conferences or recesses, the interpreter shall not converse with the witness, but should simultaneously interpret all open-court exchanges between the judge and attorneys for the benefit of the witness and/or the defendant. If the interpreter is confused or requests clarification, he/she must request permission from the court in order to engage in a clarification type of conversation.
- J. Objections During Testimony. If an objection is made to a question, the interpreter should translate the question but instruct the witness by hand gesture not to answer until the court has ruled on the objection. If the witness has already started to answer, or if the objection is to a portion of the answer which the interpreter has not finished interpreting, the interpreter must await the direction of the court before continuing since to do otherwise would cause undue confusion of rules of procedures.
- K. Interpreter Errors. When an error has been made by the interpreter and the error is perceived by him/her later in the proceedings, the interpreter, if still at the stand, shall correct the error at once, first identifying him/herself for the record. If the interpreter realizes his/her error after the testimony has been completed, he/she shall discreetly request a bench or lobby conference with the judge and attorneys and make the correction on the record.

III. Supplemental Rules.

- A. Case Preparation. Whenever possible, and particularly with respect to lengthy and complex criminal and civil trials, the appointed court interpreter shall prepare for the case by requesting an oral case summary as well as copies of central case documentation (police and other reports, complaint or indictment, transcripts of interviews, witness lists), usually from the prosecuting attorney. These requests should be made with the awareness and consent of defense counsel, and the information is to be used exclusively by the interpreter and is not to be divulged to any third person.
- B. Supplemental Rules for Interpreters of Witness and Defendant Testimony.
 - 1. The interpreter shall appear on time and report immediately upon arrival, to the Court Legal Clerk or Bailiff of the courtroom assigned to.

2. To avoid the appearance of prejudice, the interpreter shall avoid unnecessary discussions with counsel, the parties of the action, criminal defendants, witnesses or other interested parties inside or outside the courtroom.

C. Rules for Interpreting for Defendant at Counsel Table.

1. While interpreting at counsel table, the interpreter shall speak only loud enough to be heard by the defendant and counsel.
2. The interpreter shall utilize the simultaneous method of interpretation at counsel's table whenever a witness is testifying in a language other than that of the defendant.
3. If an interpreter has difficulty hearing a particular speaker or the proceeding in general, he/she should at once so inform the judge, who may require the speaker to repeat and/or adjust the positioning of the interpreter in the courtroom.
4. If a serious communication problem arises between the interpreter and the speaker, the interpreter shall bring such matter to the immediate attention of the judge.

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ATTACHMENT 2
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Court Program Schedule]

See following pages.

CITY OF AVONDALE COURT PROGRAM SCHEDULE

Days and times are subject to change, rescheduling or cancellation depending on staff due to the availability of staff, holidays, and inclement weather. Interpreters shall arrive 15 minutes prior to the scheduled appearance. Permanent changes to this schedule will be issued in writing and attached hereto and incorporated into the Agreement. Interpreters may confirm the program schedule, by contacting the City Representative.

CITY OF AVONDALE COURT
11325 W. Civic Center Drive
Avondale, AZ 85323

MORNING SCHEDULE	
Mondays	10:00 a.m. – 12:00 p.m.
Tuesdays	8:30a.m. – 12:00 p.m.
Wednesdays	8:30a.m. – 12:00 p.m.
Thursdays	8:30a.m.- 12:00 p.m.
AFTERNOON SCHEDULE	
Criminal Trials	(3-6 Week Advance Notice)
Protective Order Hearings	(Up to a 3 Day Notice)

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See following page(s).

Court Interpreter Services
CT 19-116

Verbal Interpreting Services – Spanish	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$100.00	\$350.00	\$500.00	\$200.00
Certified with Specialty Level	\$110.00	\$375.00	\$525.00	\$220.00
Non-Certified Qualified Level	\$95.00	\$350.00	\$500.00	\$180.00
Telephonic interpreting				
Certified Level	\$100.00	\$350.00	\$500.00	\$200.00
Certified with Specialty Level	\$110.00	\$375.00	\$525.00	\$220.00
Non-Certified Qualified Level	\$95.00	\$350.00	\$500.00	\$180.00
1. This is when they are at the court –if it is a telephonic from their home it is a 1 hour minimum				
Verbal translation of audio tape				
Certified Level	\$125.00	\$375.00	\$525.00	\$250.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$125.00	\$375.00	\$525.00	\$250.00
Verbal translation of video tape				
Certified Level	\$125.00	\$375.00	\$525.00	\$250.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$125.00	\$375.00	\$525.00	\$250.00

Verbal Interpreting Services – All Other Languages	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$110.00	\$350.00	\$500.00	\$220.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$100.00	\$350.00	\$500.00	\$100.00
Telephonic interpreting				
Certified Level	\$110.00	\$350.00	\$500.00	\$220.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$100.00	\$350.00	\$500.00	\$100.00
2. This is when they are at the court –if it is a telephonic from their home it is a 1 hour minimum				
Verbal translation of audio tape				
Certified Level	\$125.00	\$375.00	\$525.00	\$250.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$125.00	\$375.00	\$525.00	\$250.00
Verbal translation of video tape				
Certified Level	\$125.00	\$375.00	\$525.00	\$250.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$125.00	\$375.00	\$525.00	\$250.00

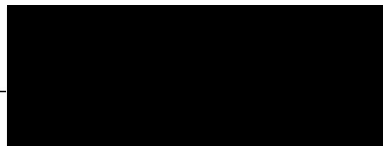
American Sign Language Services	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$110.00	\$350.00	\$500.00	\$220.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$100.00	\$350.00	\$500.00	\$100.00
Telephonic interpreting				
Certified Level	\$110.00	\$350.00	\$500.00	\$220.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$100.00	\$350.00	\$500.00	\$100.00
3. This is when they are at the court –if it is a telephonic from their home it is a 1 hour minimum				
Verbal translation of audio tape				
Certified Level	\$125.00	\$375.00	\$525.00	\$250.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$125.00	\$375.00	\$525.00	\$250.00
Verbal translation of video tape				
Certified Level	\$125.00	\$375.00	\$525.00	\$250.00
Certified with Specialty Level	\$125.00	\$375.00	\$525.00	\$250.00
Non-Certified Qualified Level	\$125.00	\$375.00	\$525.00	\$250.00

Written Translation Services – Spanish	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$	\$0.18	\$65.00
Certified with Specialty Level	\$	\$0.18	\$65.00
Non-Certified Qualified Level	\$	\$0.18	\$65.00
Written Documents to Verbal			
Certified Level	\$	\$0.17	\$60.00
Certified with Specialty Level	\$	\$0.17	\$60.00
Non-Certified Qualified Level	\$	\$0.17	\$60.00
Audio tape			
Certified Level	\$360.00	\$--	\$80.00
Certified with Specialty Level	\$360.00	\$--	\$80.00
Non-Certified Qualified Level	\$360.00	\$--	\$80.00
Video tape			
Certified Level	\$360.00	\$--	\$80.00
Certified with Specialty Level	\$360.00	\$--	\$80.00
Non-Certified Qualified Level	\$360.00	\$--	\$80.00

Written Translation Services – Other Languages	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$	\$0.20 to 0.30	\$70.00
Certified with Specialty Level	\$	\$0.20 to 0.30	\$70.00
Non-Certified Qualified Level	\$	\$0.20 to 0.30	\$70.00
Written Documents to Verbal			
Certified Level	\$	\$0.20 to 0.30	\$70.00
Certified with Specialty Level	\$	\$0.20 to 0.30	\$70.00
Non-Certified Qualified Level	\$	\$0.20 to 0.30	\$70.00
Audio tape			
Certified Level	\$600.00	\$ --	\$100.00
Certified with Specialty Level	\$600.00	\$ --	\$100.00
Non-Certified Qualified Level	\$600.00	\$ --	\$100.00
Video tape			
Certified Level	\$720.00	\$ --	\$110.00
Certified with Specialty Level	\$720.00	\$ --	\$110.00
Non-Certified Qualified Level	\$720.00	\$ --	\$110.00

Company Name: A Foreign Language Service

Authorized Signature: _____



Revision Date: 10/10/2019

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Work Orders to be added after contract execution.]

See following page(s).

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AZ Language Solutions, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 16, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and AZ Language Solutions, a(n) Arizona Limited Liability Company (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, "CT 19-116 COURT INTERPRETER SERVICES" (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for professional court interpreter and translation services (the "Services").

B. It is hereby determined to be in the City's best interest to issue a multiple award(s) to help alleviate any scheduling conflicts and allow the City the flexibility to utilize any combination of the companies to support unique interpreter or translation services needs. This multiple award resulted in a primary contract award and two alternate secondary contract award(s) as a backup to meet service and scheduling needs.

C. The Consultant responded to the RFP by submitting a proposal and clarification response (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant as a secondary contract award for the Services to furnish all labor, supervision, materials, equipment and supplies to perform interpreting and translation services for the Avondale City Court (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 16, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for

renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement. For project(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the specific Services to the City agreed upon between the parties in a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit D and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter such terms and conditions or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the Exhibit C. attached hereto and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being 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 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 based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or

a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for

claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the

City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent

obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant 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. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Loretta Browning, Senior Buyer
Attn: Michael Wawro, City Attorney

If to Consultant: AZ Language Solutions, LLC
4739 E. Culver St
Phoenix, AZ 85008
Attn: Timur Galimzyanov, Operations Manager
azlanguagesolutions@gmail.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information

contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

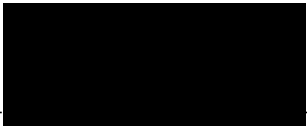
Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Consultant”

AZ Language Solutions,
a(n) Arizona Limited Liability Company

By: _____


Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Consultant's Proposal]

See following pages.



AZ Language Solutions LLC

Translating and Interpreting Services

PROPOSAL FOR:
COURT INTERPRETER SERVICES
SOLICITATION # CT 19-116

September 16, 2019

Prepared for:

Loretta Browning, RFI Administrator
City of Avondale – City Court Department
11465 West Civic Center Drive
Avondale, Arizona 85323

Submitted by:

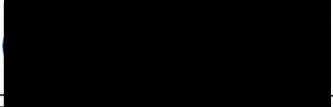
Timur Galimzyanov, Operations Manager



AZ Language Solutions LLC
4739 E Culver St,
Phoenix, AZ 85008
480-406-3360
azlanguagesolutions@gmail.com

PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and Professional Services Agreement terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

<u>AZ Language Solutions LLC</u> VENDOR SUBMITTING PROPOSAL	<u>4 7 - 2 1 4 3 9 4 5</u> FEDERAL TAX ID NUMBER
<u>Timur Galimzyanov, Operations Manager</u> PRINTED NAME AND TITLE	 AUTHORIZED SIGNATURE
<u>4739 E Culver St</u> ADDRESS	<u>480-406-3360</u> TELEPHONE FAX #
<u>Phoenix</u> <u>AZ</u> <u>85008</u> CITY STATE ZIP	<u>9/16/19</u> DATE
WEB SITE: <u>azlanguagesolutions.com</u>	azlanguagesolutions@gmail.com E-MAIL ADDRESS: _____
ARIZONA CORPORATION COMMISSION FILE NO. <u>L19527446</u>	

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.



AZ Language Solutions LLC

Translating and Interpreting Services

September 16, 2019

Loretta Browning, RFI Administrator
City of Avondale – City Court Department
11465 West Civic Center Drive
Avondale, Arizona 85323

Re: Court Interpreter Services Solicitation # CT 19-116

AZ Language Solutions LLC is pleased to provide the City of Avondale with a Proposal for interpretation and translation services. Our company has extensive experience in providing interpreters and translators in multiple languages to government agencies, hospitals, behavioral health services, law offices, schools, corporations and small businesses. Our interpreters and translators are highly skilled and have experience in many different settings including Legal, Educational, Medical, and Psychological.

The enclosed documents demonstrate our understanding of the scope of work and the ability to meet the City of Avondale interpretation and translation needs.

A. General Information.

AZ Language Solutions LLC (hereafter referred to as AZLS) is a Phoenix based Limited Liability Company. It is located at

4739 E. Culver St, Phoenix, AZ 85008

4739 E Culver St
Phoenix, AZ 85008 USA
Phone: (480)278-2597
info@azlanguagesolutions.com

An excerpt from AZ Corporation Commission showing AZLS's Good Standing is included as Attachment B for reference.

The AZLS consists of two following members who are authorized to act on the behalf of the company:

- Zahra Omar, Principal
4739 E Culver St, Phoenix, AZ 85008
p: (480)278-2597
email: azlanguagesolutions@gmail.com
- Timur Galimzyanov, Operations Manager
4739 E Culver St, Phoenix, AZ 85008
p: (480)406-3360
email: timur@azlanugagesolutions.com

The AZLS office is staffed by a principal, an operations manager and a scheduling coordinator. Zahra Omar is the owner and oversees daily operations of the business, screening and hiring new interpreters, problem resolution, assisting in scheduling of interpreters and business development.

Zahra Omar has more than 15 years of experience locally as an interpreter and a translator for several languages. In 2014 she established AZLS to provide interpretation and translation services in addition to providing training programs to freelance interpreters and for those who are interested in becoming a freelance interpreter.

Timur Galimzyanov is the Operations Manager at AZ Language Solutions. Timur has a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Engineering from Arizona State University. Timur is responsible for billing, marketing, business development and maintaining contract compliance.

Nasra Alasow is currently attending ASU majoring in Register Nurse. She is a bilingual staff whose title is a Scheduling Coordinator and Administrative Assistant at AZ Language Solution. She makes sure the office runs smoothly daily and she oversees scheduling of interpreters. She is excellent in solving minor problems interpreters encounter on a day to day basis as well as

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communicating with operations manager when and if necessary.

Additional details about AZLS:

- AZLS has no terminated contracts in the last five years:
- AZLS was not involved in any litigation or arbitration within the last five years and has no claims.

B. Experience and Qualifications of the Vendor

AZLS has provided interpreting and translating services across Arizona, particularly in the Phoenix Metro Area and Tucson. AZLS has over 110 experts in more than 60 languages, including 30 rare languages, particularly African and Southeast Asian languages. AZLS remains proactive in searching for interpreters/translators in all languages we do not currently list. We are proud to provide a broader range of rare languages than most other agencies can provide for this multi-lingual state. Our company has extensive experience in different settings including Legal, Educational, Technical, Medical, and Psychological. The following is a partial list of the state agencies we have assisted

- Arizona State: Department of Child Safety, Department of Economic Security and Department of Developmental Disability.
- Superior Courts of Maricopa, Pinal and Pima Counties
- Superior Courts of other states including California, Oregon, Washington
- City Courts: Tempe, Mesa, Chandler, Phoenix, Scottsdale, Glendale
- Elementary school districts: Balsz, Tempe, Kyrene, Avondale, Alhambra, Glendale, etc
- Law offices in Phoenix Metro area and Tucson

Reference Information	
Company Name:	Superior Court of Arizona in Maricopa County
Street Address	201 W. Jefferson St.
City/State/Zip	Phoenix, AZ 85003
Contact Information:	Contact Name: • Grant Wietzel (Court Interpreter Supervisor) wietzelg@superiorcourt.maricopa.gov Office 602.506. 7890 Cell 602.723.3787 • Jennifer Gates (Contract Administrator) gatesj@superiorcourt.maricopa.gov Office: (602) 506-8124
Description of Services	
Estimated Cost:	\$340,000
Begin Date:	1/2015
End Date:	Ongoing
Provide the Superior Court of Arizona in Maricopa County, Adult and Juvenile Probation in Maricopa County, and Maricopa County Justice of the Peace Courts in-person interpretation services in multiple languages, specializing in rare African and Asian languages, including Burmese, Arabic, Somali, MayMay , Kirundi, Kinyarwanda, Swahili, Karen, Dinka, Igbo, Hawsa , Kunama , Val , Ewe and others. Since the beginning of 2017, we began providing Transcription and Translation Services in multiple languages.	

Reference Information	
Company Name:	Kathy Hansen Interpretation and Translation Services
Street Address	520 E. Medlock Drive
City/State/Zip	Phoenix, AZ 85012
Contact Information:	Contact Name: Kathy Hansen Phone Number: (602) 234-0787 Contact Email Address: khinterpreting@gmail.com
Description of Services	
Estimated Cost:	\$108,000
Begin Date:	1/2015
End Date:	Ongoing
Serving as a sub-contractor for an interpretation and translation company called "Kathy Hansen Interpretation and Translation Services" providing in-person interpretation and translation services in multiple languages. Kathy Hansen Interpretation and Translation Services provides services to private companies and government agencies and holds a contract for translation and interpretation services with the State of Arizona	

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Reference Information				
Company Name:		Arizona Superior Court in Pima County		
Street Address		110 W. Congress, Ste, W919		
City/State/Zip		Tucson, AZ 85701		
Contact Information:		Contact Name: Zaonij Sierra, Director, Interpreter Services		
		Phone Number: (520) 724-3888		
		Contact Email Address: zsierra@sc.pima.gov		
Description of Services				
Estimated Cost:	\$29,000	Begin Date:	01/2010	End Date: Ongoing
Provide the Arizona Superior Court in Pima County in-person interpretation services in multiple languages. Since 2017, we began providing Transcription and Translation Services in multiple languages.				

Reference Information				
Company Name:		Tempe Municipal Court		
Street Address		140 E 5th St #150		
City/State/Zip		Tempe, AZ 85281		
Contact Information:		Contact Name:		
		Mr. Alfred González, Interpreter coordinator/manager alfred_gonzalez@tempe.gov (480) 350-2953		
Description of Services				
Estimated Cost:	\$25,000	Begin Date:	2014	End Date: Ongoing
Zahra Omar began providing services as a Somali Interpreter to Tempe Municipal Court (TMC) in 2008. Since the launch of AZ Language Solutions in 2014 we were able to provide TMC Interpreters in multiple languages. All interpreting services were coordinated with Alfred Gonzalez, who is Interpreter coordinator/manager at TMC. The services for the TMC included interpreting for defendants for civil and criminal traffic violations, criminal misdemeanors, order of protection and city ordinance violation.				

Additional references will be provided upon request.

C. Key Positions

Zahra Omar is the owner and oversees daily operations of the business, screening and hiring new interpreters, problem resolution, assisting in scheduling of interpreters and business development. Zahra Omar has more than 15 years of experience locally as an interpreter and a translator for several languages. In 2014 she established AZLS to provide interpretation and translation services in addition to providing training programs to freelance interpreters and for those who are interested in becoming a freelance interpreter.

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Timur Galimzyanov is the Operations Manager at AZ Language Solutions. Timur has a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Engineering from Arizona State University. Timur is responsible for billing, marketing, business development and maintaining contract compliance.

Nasra Alasow is currently attending ASU majoring in Register Nurse. She is a bilingual staff whose title is a Scheduling Coordinator and Administrative Assistant at AZ Language Solution. She makes sure the office runs smoothly daily and she oversees scheduling of interpreters. She is excellent in solving minor problems interpreters encounter on a day to day basis as well as communicating with operations manager when and if necessary.

D. Qualifications.

Although most of our interpreters do not have Arizona Judicial Branch Credentials or Tiering, most of them have passed the English and LUL proficiency Test through ALTA testing services and they are considered as qualified, language skilled interpreters in their language. Most of our current interpreters have been approved by the Superior Court and have been providing services for the CITS and JSTIS for at least five years or more.

As a company, AZLS provides quarterly seminars for interpreters that cover relevant issues including the legal field. In addition, during seminars AZLS covers Arizona Court Interpreter Code of Conduct.

Since the beginning of 2018, we have been requesting all of our interpreters to participate in the Arizona Court Interpreter Credentialing Program to ensure their skills are at the level necessary to interpret in the courts. Many of our freelance interpreters are already registered to take the exam. We also encourage our subcontract interpreters to become members of different professional organizations such as Arizona Court Interpreters Associations, Arizona Translators and Interpreters, and American Translators Association. These organizations offer meetings and conferences that address continuing education and different issues/topics regarding the interpreting profession.

- A list of interpreters is provided in Attachment C
- A list of offered languages is provided in Attachment D
- Resume and ALTA Scores of Interpreters are provided in Attachment E

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E. Project Approach.

We assign interpreters based on their certifications and experience as well as on their areas of expertise. We also maintain cultural sensitivity to extenuating circumstances, i.e., if children are involved, or if someone has a disability. We then assign an interpreter who can perform in that situation. Occasionally someone with a specialty is needed by gender, or a tri-lingual interpreter is needed. We try to fill requests so that needs and preferences of all parties are considered.

We continue to recruit interpreters and add languages based on referrals from existing interpreters. Since many of the non-Spanish speaking interpreters are already experienced and have medical and court trainings, we request a professional work-specific resume showing proof of certification as applicable. Occasionally we also employ an outside testing service such as ALTA to assess interpretation and translation capabilities. While our Spanish speaking interpreters have certifications, we require our lesser use or rare language interpreters to participate in continuous educational seminars and workshops through different organizations and associations to further their skills and knowledge.

At AZLS, we understand that obtaining a contract with any government agency requires tremendous responsibility and commitment. We are dedicated to meeting the expectations of City of Avondale as we have contract with other government agencies.

Personnel Assessment

Our freelance/ subcontract interpreters are carefully assessed by educational level, cultural background and experience in the field of interpreting, and by prior translation services. The first step is to gather resumes, certificates, and other licenses they have. The second step is an interview process. During the interview, we contact references and follow up with the references they provide. The final steps include checking how involved they are in their community since most of the interpreters we hire are considered lesser use languages. We also require all of our interpreters to take assessment through a company that we are contracted with called Alta Lang Testing Services. The company (ALTA) sends us their test results as part of the hiring process. We expect all of our interpreters to equally be proficient in both languages. They must be familiar with the local slang expressions in both languages that they interpret.

We expect all of our interpreters to continuously enhance their level of interpreting by attending educational program organizations and/or associations such as Arizona Translators and Interpreters.

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Program Description AND Method of Approach

AZ Language Solutions consists of 3 employees that make up our office staff/administration and over 60 subcontracted interpreters.

All requests are handled by a scheduler via a phone or an email during business hours from 7:00 am to 7:00 pm. AZLS also provides scheduling outside of business hours via email. All appointments are placed in a calendar and followed up with clients and interpreters two days prior to the appointment. This allows us to check for any updates and prevent unnecessary charges.

Every interpreter/translator has been screened and credentials verified prior to being accepted and hired as a subcontractor. It is AZLS's policy is that Interpreters arrive to the appointment a minimum of 10 minutes prior to the start of the assignment. We also have back up interpreters to cover unexpected urgent situations. Most of the time we are able to cover last minute assignments with no additional charge.

Provision of Services

In-Person Interpretation

All requests are handled by a scheduler via phone call followed by an email during business hours from 7:00 am to 7:00 pm. AZLS also provides scheduling outside of business hours via email. Once we receive a request with the detailed information of the services needed, we confirm the request with the interpreter and confirm back to the client. Depending on the language requested it can take anywhere from 5 minutes to 1 day to find an available interpreter to fulfill the request. As a company that specializes in African and Southeast Asian languages we can find an interpreter for a rare language such as May May, Karen, Kinyarwanda, Swahili, Somali and others within a few hours or less.

All confirmed assignments are maintained on a paper and a digital calendar for tracking purposes. All appointments are followed up with clients and interpreters prior to the appointment. This allows us to check for any updates and prevent unnecessary charges. It is AZLS's policy is that Interpreters arrive to the appointment a minimum of 10 minutes prior to the start of the assignment. We also have back up interpreters to cover unexpected urgent situations. Most of the time we are able to cover last minute assignments.

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AZLS utilizes an interpreter scheduling software that helps us increase our efficiency and productivity while increasing the quality of service we provide. By using the interpreter scheduling software it allows us:

- Centrally manage all our bookings in a secure and convenient cloud-based solution.
- Minimize the labor and manual errors with payments and invoicing.
- Efficiently maintain our database of language providers.
- Streamline the accounts payable and receivable workflow.
- Easily locate an appropriately trained and the most suitably qualified interpreter for a customer.
- Empower our interpreters to keep their information timely and accurate.
- Eliminate double bookings and minimize the errors during the time reporting processes.
- Provide our customers and users internal to our organization with access to a booking portal to manage bookings.

Over-the-Phone Interpretation:

At this time, we are not bidding for over the phone interpretation services.

Translation:

Translation documents are mostly requested by email. When we get a request for translation documents, we then convert the document into Word and use “word count” feature so we can give an estimated quote for the project. After the quote is approved, we assign it to a translator. We select our translators based on years of translation experience and number of translation projects completed. Screening includes: tests, pilot projects, interviews and more.

All work is edited/proofed by a second and sometimes a third translator before submittal. Since we specialize in rare languages, we often hire experts from all over the US to proof read and edit translation documents. All documents are delivered by email, both the translated along with the original document. All work is performed with the highest attention to accuracy, appropriate tone and research.

The following systems and software are utilized by our translators (Please note this list is not exhaustive and only includes some of the most common tools):

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- Translation software: SDL Trados Studio is a computer-assisted translation software
- OmegaT is a computer-assisted translation (CAT) tool.
- Desktop & Laptop (PC, MS Windows 10)
- Productivity: MS Office Word, Excel, PowerPoint, Publisher, Adobe Acrobat, ABBYY FineReader, etc.
- Communications: Internet Explorer, Google Chrome, Safari, Firefox; Dropbox; Google Drive.

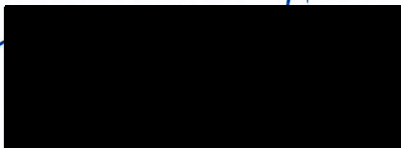
Problem Resolution. It is AZLS's first and foremost goal to avoid any logistics or human resource problem. We are proactive in carefully considering a candidate for each assignment and in requesting a feedback from the clients on a constant basis. In the event any problem arises, that problem is addressed to the interpreter allowing him/her the opportunity to explain their perspective. In an event when an interpreter is asked to make recommended changes, they are monitored for compliance. Future assignments would be considered more carefully to avoid the situation. Reoccurring problems for more than three times will result in discontinuing use of that specific interpreter.

F. Pricing

Exhibit C "Fee Proposal" is included on the next page.

G. Addendum Acknowledgment

AZLS did not receive any addenda relating to this proposal.





AZ Language Solutions LLC

Translating and Interpreting Services

Attachment B

Excerpt from AZ Corporation Commission

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Entity Information

Search Date and Time:
9/16/2019 5:05:40 PM

Entity Details

Entity Name:	AZ LANGUAGE SOLUTIONS LLC	Entity ID:	L19527446
Entity Type:	Domestic LLC	Entity Status:	Active
Formation Date:	9/17/2014	Reason for Status:	In Good Standing
Approval Date:	10/10/2014	Status Date:	
Original Incorporation Date:	9/17/2014	Life Period:	Perpetual
Business Type:		Last Annual Report Filed:	
Domicile State:	Arizona	Annual Report Due Date:	
		Years Due:	

Original Publish Date:

Statutory Agent Information

Name:	ZAHRA H OMAR	Appointed Status:	Active
Attention:		Address:	
Agent Last Updated:	10/10/2014	E-mail:	
Attention:		Mailing Address:	
County:			

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Member	ZAHRA H OMAR			9/17/2014	10/10/2014
Member	TIMUR GALIMZYANOV			9/17/2014	10/10/2014

Page 1 of 1, records 1 to 2 of 2

Entity Known Place of Business

Attention:	Address: 4558 N 15TH AVE, PHOENIX, AZ, 85015, USA	County: Maricopa	Last Updated: 9/17/2014
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Entity Principal Office Address

Attention:	Address:	County:	Last Updated:
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[Back](#)[Return to Search](#)[Return to Results](#)



AZ Language Solutions LLC

Translating and Interpreting Services

Attachment C
List of Interpreters

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AZ Language Solutions LLC

List of Interpreters

Name	Interpreter and/or Translator	Certified (Y/N)	Staff or Subcontractor	Language(s)	Qualifications	Level of Expertise	Specialty
Abdikadir F. Omar	Interpreter and Translator	Y (Court Approved)	Subcontractor	Somali	Abdikadir has a Bachelor of Science in Criminal Justice and Master's in Business Administration from The University of Phoenix. He has served as an Immigration Services Provider and Refugee Case Manager.	6 Years	Legal, Medical, Educational
Abdirazaq Ibrahim	Interpreter and Translator	Y (Court Approved)	Subcontractor	Somali, Swahili	Bachelor of science in Health care Administration. Abdirazaq has over 11 years of Interpreting and translation experience in different settings including legal, medical and psychological.	11 Years	Legal, Medical, Technical, Educational
Abduaziz Erkinov	Interpreter and Translator	Y (Court Approved)	Subcontractor	Farsi, Tajik, Uzbek, Russian	Bachelor of Arts degree in Sports Medicine. Over 7 years of Interpreting experience in different settings and leadership experience. Highly organized and an effective leader; skilled in enlisting the support of all team members in aligning with project and organizational goals.	9 Years	Medical, Educational
Abeba Weldetekle Reeves	Interpreter	N	Subcontractor	Amharic, Tigrigna	Abeba has a degree from Mekelle University, College of Law and Governance from Ethiopia. He has extensive experience working as interpreter for International Rescue Committee	8 Years	Legal, Medical, Educational
Adnan Alasow	Interpreter and Translator	N	Subcontractor	Somali, May May	Adnan has provided interpretation services in Medical settings only. He is currently attending ASU to complete his Bachelors Degree in Information Systems	7 Years	Medical, Educational
Alexis Kalitanyi	Interpreter and Translator	Y (Court Approved)	Subcontractor	Kinyarwanda, Kirundi, Kiswahili, French	Alexis has been providing interpretation, translation and transcription services to AZ Language Solutions for the last four years. Alexis has extensive experience in Legal, Medical, Technical, Educational fields providing interpretation, translation and transcription services.	20 Years	Legal, Medical, Technical, Educational
Ali Alqaralwsse	Interpreter and Translator	Y (Court Approved)	Subcontractor	Arabic, Iranian, Farsi, Iraqi, Turkish, and Kurdish	Has extensive experience providing Immigration Services interpretation, he has interpreted for the US Military in Iraq and worked with US homeland Security.	15 Years	Legal, Medical, Technical, Educational

Ali Keita	Interpreter and Translator	N	Subcontractor	Mandingo	Ali provides interpreting services for a rare language called Mandingo. He is currently attending ASU to finish his education and he is active member in his community.	5 Years	Medical, Educational
Ardadi Efrem	Interpreter and Translator	N	Subcontractor	Kunama	Ardadi provides interpreting for our agency in a rare language called Kunama. He is currently attending ASU to finish his education.	5 Years	Medical, Educational
Assir A. Ndikumana	Interpreter and Translator	N	Subcontractor	Swahili, French, Kinyarwanda, Kirundi	Assir provides interpreting for our agency for the language Kinyarwanda. He is currently provides mental health and community service interpretation.	6 Years	Medical, Educational
Aziza Alami	Interpreter and Translator	Y (Court Approved)	Subcontractor	Arabic	Aziza has been interpreting in different settings including legal, mental health services and DCS (Department of Child Safety). Aziza has Bachelor of Arts Child and Family Development	12 Years	Legal, Medical, Educational
Bishara Dahoma	Interpreter and Translator	Y (Court Approved)	Subcontractor	Swahili, Comorian	B.A. in phlebotomy. Bishara is court approved interpreter and has more than 10 years of interpreting and translation experience in different settings. Has works in behavioral health agencies such as LifeWell and Jewish Family and Children Services. She has also interpreted for DCS, and different school districts.	10 Years	Legal, Medical, Technical, Educational
Ceu Lian Thang "Michael"	Interpreter and Translator	Y (Court Approved)	Subcontractor	Burmese, Hak Ha	Ceu is court approved and has provided services for Superior here in Maricopa County Superior Court. He speaks rare language called Hak Ha. He also has experience medical setting specifically behavioral health agencies.	6 Years	Legal, Medical, Educational
Deng Mayik Atem	Interpreter and Translator	Y (Court Approved)	Subcontractor	Dinka, Arabic (Sudanese)	Deng is court approved interpreter and has extensive experience in legal and medical setting. He has provided services for Superior, Federal and City Courts as well as for medical appointments with DDSA and behavioral health agencies. Dang has also worked in social service settings for DCS and in educational settings in schools.	10 Years	Legal, Medical, Technical, Educational
Emily Cheint Win	Interpreter	Y (Court Approved)	Subcontractor	Burmese, Myanmar	Emily interprets a rare language called Myanmar. She has over 10 years of experience in legal and medical setting. She worked with Refugee populations throughout her life.	12 Years	Legal, Medical, Educational
Ernest Gyamfi	Interpreter and Translator	N	Subcontractor	Twi Fante	Ernest offers a rare language called Twi Fante. He is currently attending ASU to pursue a degree in criminal justice and is active member in his community.	4 Years	Legal, Medical, Educational

Farah A Alkerwy	Interpreter and Translator	N	Subcontractor	Arabic	Farah had worked as an interpreter with the US military in Iraq and with Immigration Services here in Arizona	4 Years	Legal, Medical, Educational
Iman Ali	Interpreter	Y (Court Approved)	Subcontractor	Arabic, Somali	Iman Ali has a Bachelor's Degree from Arizona State University in Social Work and has extensive experience providing interpreting services to Phoenix Family Medical Clinic, Schools and agencies as a freelance interpreter. Iman is a Medical Interpreter Training Instructor.	10 Years	Legal, Medical, Educational
Khin Khin T. Myint- Pongos	Interpreter and Translator	Y (Court Approved)	Subcontractor	Burmese	She has experience in behavioral health settings providing services for Phoenix Interfaith, as well as in Social Service settings for CPS. She is currently working at Arizona Blind School as an interpreter	12 Years	Legal, Medical, Technical, Educational
Layah Htwe	Interpreter	Y (Court Approved)	Subcontractor	Burmese, Karen	Has been interpreting in different settings including legal, mental health services and DCS (Department of Child Safety). She has a Bachelor of Science from Grand Canyon University	5 Years	Legal, Medical, Educational
Matthew Shabilla	Interpreter and Translator	Y (Court Approved)	Subcontractor	Arabic, Assyrian, Chaldean, Aramaic	Matthew specializes in legal and medical interpreting. He is court approved and has provided interpretation services for Superior and Municipal Courts in AZ. He has extensive experience providing services in every setting for agencies such as DDSA, CPS, Terros and other behavioral health agencies, and for various school districts.	16 Years	Legal, Medical, Technical, Educational
Paw Pler	Interpreter	Y (Court Approved)	Subcontractor	Karen	Paw has been interpreting in different settings including legal, mental health services and DCS (Department of Child Safety). He is court approved and has provided interpretation services for Superior and Municipal Courts in AZ. He has an Associate in Art (AA) in Accounting from Phoenix College	7 Years	Legal, Medical, Educational
Shadha Abdulrahman	Interpreter and Translator	N	Subcontractor	Arabic	Has extensive experience providing Immigration Services interpretation, he has interpreted for the US Military back in his homeland Iraq and worked with US Homeland Security.	12 Years	Legal, Medical, Educational
Timur Galimzyanov	Interpreter and Translator	Y (Court Approved)	Subcontractor	Russian	Timur has a Master's degree in engineering Master, Emphasis: Hydrosystems Engineering. He has both interpretation and translation experience over 10 years. He had interpreted in different settings including medical, legal and community settings.	11 Years	Legal, Medical, Technical, Educational
Urszula W. May	Interpreter and Translator	Y (Court Approved)	Subcontractor	Polish	Urszula is federally certified interpreter. She has been in the field of interpretation and translation over 20 years. Urszula has worked for the FBI and the federal district court in the United States.	20+ Years	Legal, Medical, Technical, Educational

Venant Vyamungu	Interpreter and Translator	Y (Court Approved)	Subcontractor	Kinyarwanda, Kirundi, Swahili	Venant has been interpreting in different settings including legal, mental health services and DCS (Department of Child Safety). Venant has a Masters Degree in Political Science	15 Years	Legal, Medical, Educational
Vestine Fifi Mukabandora	Interpreter	N	Subcontractor	Swahili, Kirundi, Kinyarwanda, French	Vestine has extensive experience providing interpretation services to agencies, including Lutheran Social Services and Immigration.	10 Years	Legal, Educational
Zacharie Murangira	Interpreter and Translator	Y (Court Approved)	Subcontractor	Kinyarwanda, French, Kiswahili, Swahili and Kirundi	Zacharie has extensive experience translating legal and medical documents. He has also been serving Pima County Superior Court and Maricopa County Superior Court.	20 Years	Legal, Medical, Technical, Educational
Zahra Omar	Interpreter and Translator	Y (Court Approved)	Staff	Somali, Maay Maay	B.A. in Elementary Education ASU 2011. She provides interpretation/translation services for the all Superior Courts in AZ. She also works with US Immigration Services. She is contracted with different elementary school districts including Balsz Elementary School District and Alhambra in Phoenix helping parents and students with placement and evaluations as well as explaining policies and procedures. She has provided services and interpreted through Department of Child Safety and Department of Developmental Disability.	12 Years	Legal, Medical, Technical, Educational
Zahra Wako	Interpreter and Translator	Y (Court Approved)	Subcontractor	Oromo and Amharic	Zahra has has Bachelors of Science. She majored in Public Health with concentrations in health education and public policy. Zahra has extensive experience working with Refugee populations in medical and legal setting.	9 Years	Legal, Medical, Technical, Educational

Please note this list is not exhaustive and only includes some of the most used interpreters. AZLS currently provides over 130 on-site interpreters and translators and remains proactive in searching for interpreters/translators in all languages we do not currently list.



AZ Language Solutions LLC

Translating and Interpreting Services

Attachment D

List of offered languages

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info@azlanguagesolutions.com



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info@azlanguagesolutions.com

AZ Language Solutions LLC List of Offered Languages

Language:	Number of Interpreters:	Number of Translators:	Total Number of Subcontractors:
Amharic	4	1	4
Arabic	7	5	9
Armenian	2	1	2
Bulgarian	2	1	2
Burmese	3	1	3
Cantonese	1	0	1
Dari	2	0	2
Dinka	3	1	3
Ewe	1	1	1
Farsi	4	1	4
French	7	5	8
French Creole	2	0	2
Hausa	2	0	2
Hindi	2	1	2
Igbo/Ibo	1	1	1
Karen	2	0	2
Karenni	1	0	1
Khmer	1	0	1
Kinyarwanda	7	5	7
Kirundi	7	3	7
Kiswahili	2	1	2
Kunama	2	1	2
Lingala	2	1	2
Mandarin	2	1	2
Mandingo	2	0	2
May May	3	0	3
Nepalese	1	0	1
Ogoni	1	0	1
Polish	1	1	1
Punjabi	2	0	2
Rohinga	2	0	1
Romanian	2	1	2
Russian	3	1	3
Somali	6	2	6
Spanish	18	10	22
Swahili	7	3	7
Tamil	1	0	1
Tigrinya	3	1	3
Twi Fante	1	0	1
Ukrainian	1	1	1
Vai	2	0	2
Vietnamese	4	1	4
Total*	129	52	143

** AZLS continues to recruit new interpreters/translators in all languages we do not currently list.*



AZ Language Solutions LLC

Translating and Interpreting Services

Attachment E

Resume and ALTA Scores of Interpreters

4739 E. Culver St.
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Phone: (480)278-2597
info@azlanguagesolutions.com

ZACHARIE MURANGIRA

OBJECTIVE:

To continue providing interpretation and translation services in the legal field

EDUCATION:

Master's Degree of Science in Agricultural Economics 1986-1991
Agricultural Academy of Byelorussia, URSS

PROFESSIONAL EXPERIENCE:

AS A TRANSLATOR

2009 - now

- Translated various legal documents from English from/into French, Kinyarwanda, Kirundi, and Swahili through Certified Languages International
- Translated large government legal documents through Kyamazaki
- Translated legal and medical documents for AZ Language Solutions

AS A FRENCH, RUSSIAN AND SWAHILI INSTRUCTOR: 05/2010 TO 08/2010

Language world USA, San Diego, California

- Implement and develop structured language instruction to the Navy Seals.
- Prepare course materials and authentic instructional materials;
- Assist with the evaluation of students.
- Incorporate listening and speaking exercises as well as conversational practice using real-world situations.
- Provide students with rapport building terminology and exercises as well as military terminology and practical application of command terms.
- Provide students an overview of regional cultural awareness, including important dates and personalities within the region

AS AN INTERPRETER:

Certified languages International

10/2009 - now

- French, Kinyarwanda, and Kirundi Telephonic Interpreter
- Facilitate accurate communication between Limited English Proficiency clients and customers.

Tele language

04/2015 - now

- French, Kinyarwanda, and Kirundi Telephonic Interpreter
- Facilitate accurate communication between Limited English Proficiency clients and customers.

Pima County Superior Court and Maricopa County Superior Court Topics: initial appearances, preliminary hearings, arraignments, case management conferences, changes of plea, trials, sentencing, settlement disputes; attorney/client interviews; pre-sentence investigation interviews; post-conviction matters, counseling/ treatment services; meetings with probation officers; arbitration; mediation; parent information classes, probation violation hearings and revocation hearings. Facilitate accurate communication between Limited English Proficiency clients and judges, attorneys, court staff and other justice-related partners.

OTHER EMPLOYMENT HISTORY:

Sales Associates

10/2009 – 03/2010

Seven Eleven, San Diego, Ca

- Welcome customers, maintain knowledge and help with the selection of merchandise
- Answer the telephone in a pleasant and caring way
- Participate in counting store's physical inventory
- Maintain cleanliness of store
- Handle cash, change and operate the cash register
- Ensure stock levels on the sales floor are maintained continually
- Organize merchandise pricing, signage and coding Maintain freezer items at a secure and satisfactory level

Logistics Manager

04/2007 – 09/2009

DTZ, Mutare, Zimbabwe

- Coordination of meetings with governments and business partners in the region, managing the company's farm to meet the workers food needs.

Farm Manager

02/2000 – 01/2007

Hull farm, Mutare, Zimbabwe

- Directed and coordinated worker activities, such as planting, irrigation, chemical application, harvesting, grading, payroll, and recordkeeping.
- Coordinated growing activities with those of engineering, equipment maintenance, packing houses, and other related departments.
- Analyzed market conditions to determine acreage allocations. Conferred with purchasers and arranges for sale of crops.
- Recorded information, such as production, farm management practices, and parent stock, and prepares financial and operational reports.

SKILLS:

- Fluent in English, Kinyarwanda, French, Kiswahili, Swahili and Kirundi languages
- Computer literate, communication skills, customer services, sociable, fast learner
- Trained and experienced community and military interpreter; trainer of community interpreters



Test Results

AZ Language Solutions, LLC.

Name:
Murangira, Zackarie

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Kinyarwanda Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
July 16, 2019

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

ALTA Language Services, Inc.
3355 Lenox Road NE, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 1.888.465.4648
1.404.920.3817
Fax 1.404.920.3801
Email testing@altalang.com

2019D197.1633.789192

Zahra Wako

EDUCATION St. Catherine University, St. Paul, MN **2010-2014**
Bachelors of Science

Major: Public Health with concentrations in health education and public policy

QUALIFICATIONS

- Excellent verbal and written communication skills
- Reliable, hard worker and work well with others
- Proficient in Microsoft software: Word, PowerPoint, Outlook and Excel.
- Fluent in English, Oromo, and Amharic

WORK EXPERIENCE

USCIS Immigration- Phoenix Location **October 2016- Current**

- Interpreted all necessary documents for immigration interviewees both in site and telephonically as well as assisted in completing application to submit to office
- Provided high quality interpreting during the immigration interview with clients under oath
- Reviewed medical documents for clients and prepared summaries for attorneys.
- Provided clients with information on site, via phone, email in regards to status of ongoing cases.

Public Health Outreach Specialist- Children's Dental Services **April 2015- Oct 2015**

- Translated and interpreted oral health outreach and education to patients of low income communities of East Africa.
- Helped parents and guardian in translating the importance of dental screenings in various school-based communities and not just dental office.
- Assisted in production of multicultural oral health materials to be translated in Oromo and Somali.
- Interpreted in Oromo and Amharic as well as demonstrating tremendous grace and confidence under very stressful circumstances with patients

National Children's Oral Health Foundation-Children's Dental Services (Internship)

- Interpreted and explain in details to young Oromo and Somali youth regarding oral health in disadvantage population as well as their parents.
- Supported the youth as they learned and explored the importance of oral health and the potential healthcare careers; interpreting for students that did not speak English.
- Placed complete confidence as I implemented the program and consistently met and exceeded the stated outcomes

Oromo Independent Contractor-Wellshare International **June 2015-Nov 2015**

- Interpreted and provided farmers market vouchers in Oromo and Somali to low income families to buy fruits and vegetables at market
- Translated documents and interpreted in Oromo by conducting Farmers Market educational tours during summer of 2015 for Oromo and Somali community

Oromo CHW Consultant-Wellshare International **Jan 2015-Sept 2015**

- Independently recruited individuals to participate in the education sessions for individuals that did speak English by interpreting in Oromo and Amharic
- Provide oral interpreting by conducted one-on-one education sessions with 25 families from the Minnesota Oromo community

- Mastered the content required to provide nutrition education and evaluate using of the nutrition tools in Oromo
- Provided feedback for the adaptation of the nutritional education tool

Patient Access Representative –Peoples Center Health Services June 2014-April 2015

- Appropriately interpreted in Oromo, Somali and Amharic in scheduling medical and dental appointments to ensure budgeted unit and individuals provider productivity is met
- Supported and followed through with health care quality measure and patient centered medical home tasks as assigned in Oromo, Somali and Amharic
- Collected payments and provided receipt for patients; calculated fees associated with the visit and balance out cash drawer on a daily basis

Research assistant-Saint Catherine University June 2014-Aug 2014

- Assisted in analysis of Bracken result including literature review of Spanish Bracken use
- Compiled articles related to preschool education, health intervention and education disparities translated in Oromo
- Interpreted and communicated results with control group families

Research Assistant: Net-Works, University of Minnesota 2012-2014

- Protected health information and maintaining family confidentiality
- Instructed children in health and personal habits such as eating, resting and toilet habits
- Provided a safe, clean and nurturing environment for children 6 weeks to 12 years

VOLUNTEER EXPERIENCES

Trinity Lutheran Congregation-Tutor 2011-2014

- Worked with of all ages from preschoolers through 8th graders, depending on their needs
- Engaged in academic activities with selected children, individually or in small groups
- Developed meaningful and positive relationships with children and their families

Lift Kids 2011-2013

- Generated proposals and supporting documents in response to solicitations
- Maintained and implemented funding calendar activities
- Wrote reports to government, corporate, foundations and other funders



Test Results

AZ Language Solutions, LLC.

Name:

Wako, Zahra

ID:

—

Office:

—

Test:

Oromo Listening & Speaking Test

Administered as:

Live Test

Overall Score:

12 - Superior

Test Date:

November 8, 2017

Comments:

Comprehension: The candidate understands a wide range of speech but experiences a few problems if the speech is very fast or complex.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

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1.404.920.3817
Fax 1.404.920.3801
Email testing@altalang.com

2017D312.1137.639630



Test Results

AZ Language Solutions, LLC.

Name:

Wako, Zahra

ID:

—

Office:

—

Test:

Amharic Listening & Speaking Test

Administered as:

Live Test

Overall Score:

9 - Advanced

Test Date:

November 8, 2017

Comments:

Comprehension: The candidate has a general understanding of complex structures but has much difficulty with fast speech and advanced topics.

Communication: The candidate hesitates occasionally and often makes mistakes with long, complex structures, idioms, and subtleties.

Grammar: The candidate uses the language's basic structures and some advanced structures with control, though he/she makes some grammatical mistakes that affect understanding.

Vocabulary: The candidate's vocabulary is strong in areas of frequent usage, but somewhat limited in more advanced areas.

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Email testing@altalang.com

2017D313.850.638872

ANWER EBRAHIM

Objective

To provide interpretation and translation services in English, Amharic and Oromo languages to AZ Language Solutions, Phoenix, Arizona. Able to work on own initiative and as part of a team. Leadership skills involving communication, translation, office management, and motivating team to achieve their objectives

Experience

FREELANCE INTERPRETER | AZ LANGUAGE SOLUTIONS

AUGUST 2018– CURRENT

Provide Interpreting services to attorneys, doctors and behavioral health services. Provide Interpretation Services to patients in general health care offices such as primary care physicians. Collaborate with monolingual mental health case managers to assist with interpreting and providing counseling to patients with Serious Mental Illnesses (SMI). Demonstrate strong ability to interact with people from diverse cultures and backgrounds.

SAFETY AND SECURITY SUPERVISOR | WESTIN KIERLAND RESORT

AUGUST 2016-CURRENT

Monitoring the staff and electric surveillance used on the premise. Working with staff to develop safety plans for the building. Take leads periodic safety drills for employee and patrol in the building. Investigating incidents and complete the reports. Complete monthly fire extinguisher expectation.

SAFETY AND SECURITY OFFICER | WESTIN KIERLAND RESORT

AUGUST 2014-APRIL 2016

Assisting and protecting guests and their valuables, as well as fellow employees also patrolling the ground and report any unordinary activity.

LOSS PREVENTION OFFICER | MONTELUCIA RESORT

JANUARY 2012-AUGUST 2014

Assisting all guest and associate related issues as they arose and respond on all emergency calls.

Special Skills

Assisted a family member as well as friends with Hospital visit translation in Amharic and Oromic languages.

Education

High School

Central High School, 4525 N Central Ave, Phoenix, AZ 85012

College

Phoenix College, 1202 W Thomas Rd, Phoenix, AZ 85013

Languages

- English, Amharic, Oromo.



Test Results

AZ Language Solutions, LLC.

Name:
Ebrahim, Anwer

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Amharic Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
July 31, 2019

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

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2019D212.1510.793403

ANDREW BOATENG

Objective: To continue providing interpretation and translation services to AZ Language Solutions in court settings and law offices.

Education

Arizona State University

Bachelor of Science in Robotics Engineering

Graduation Date: May 2018

PHD student in Computer Engineering

Expected Graduation Date: May 2023

Qualities and Skills

- Effective communication skills
- Software and Electrical systems testing
- Bilingual
- Programming in different Languages
- Good presentation skills
- Bluetooth and Wi-Fi Communication

Professional Development

- **Interpreter and Translation** **Present**
 - Interpretation of conversion from Twi to English and Vice-versa at church
 - Translated research writings at ASU from English to Twi to be used in Ghana
 - **Instructor** **Fall 2018 – Spring 2018**
 - Teach a total of 120 Arizona State University freshmen students
 - Prepare lessons, assign homework and grade assignments
 - **Fulton University Research Institute (FURI)** **Summer 2017-Spring 2018**
 - Created AI player that recommends game actions to a human player through a 16- degree-of-freedom robotic head.
 - Helped investigate facial expressions that accompanies certain emotions.
 - Worked on the specific angles that servos should be to correctly make the robotic head emulate facial expressions.
 - **Undergraduate Teaching Assistant** **Fall 2016 –Fall 2017**
 - Responsible for helping the teacher with class organization.
 - Graded the student work.
 - Led class sessions when teacher is not available.
 - **Internship at Airtel Ghana Limited** **Summer 2016**
 - Helped in developing New Data Product for customers
- Benchmarked products with competitors within Ghana and its neighboring countries

Projects Completed

- **Sense Well Project** **Fall 2017**
 - Led in designing an electrical system to monitor the deterioration rate of hand-pump wells in the Volta Region of Ghana.
 - Created a 2G internet connection that enables sensors to automatically uploads data online.
 - Wrote the entire code for the project
- **Escape Room Light Puzzle Challenge** **Spring 2017**
 - Worked in a group of 4 to design an escape room challenge puzzle for phoenix art museum.
 - Created a voice recorder IC by drawing schematic on cadence, fabricating PCB and soldering all components.
 - Established communication between two microcontrollers using Bluetooth technology.
 - Led the team in writing the software code for the project.
- **Automatic Shower** **Spring 2016**
 - Worked in a group of 4 to design a smart shower that notifies the user when water temperature is at the owner's customized desire temperature.
 - Used Wi-Fi technology to transmit data from one particle.io to the other.
 - Drew schematic on cadence, fabricated a PCB and populated it to make it work with ATmega168 microcontroller.
 - Tested and debugged the full PCB.

Leadership, Awards and Honors

- MasterCard Foundation scholarship August 2014 – May 2018
- World Mastercard Scholars council member April 2016- March 2017
- FURI Symposium presenter November 2017
- Residential Halls Association community president Fall 2014 – Spring 2015

Languages

English

Akan (Twi, Fante, Akuapem)



Test Results

AZ Language Solutions, LLC.

Name:
Boateng, Andrew

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Twi Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
July 31, 2019

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

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Email testing@altalang.com

2019D212.1510.793499

Derrick Osei

SUMMARY

Self-motivated and analytical graduate student with experience in business administration, sales, and customer service. Knowledge in human resources theories and policies. Excellency in multi-tasking and maintaining business relationships. Looking to provide interpretation and translation services to AZ Language Solutions, Phoenix, Arizona,

EDUCATION

W. P. Carey School of Business Arizona State University

Master of Science in Management, GPA: 3.50

Tempe, AZ

Expected May 2019

Arizona State University / KNUST, Kumasi, Ghana

Bachelor of Science in Business Administration-Human Resources, GPA: 3.63

Tempe AZ

May 2018

SKILLS AND QUALIFICATIONS

- Bilingual—English & Twi
- Financial Reporting
- Organizational Behavior
- Financial Accounting
- Managerial Accounting
- Benefits Administration
- HR Consulting
- Marketing & Sales
- Strategic Leadership
- Project Management
- Proficient in Microsoft Office including: Willis Compensation Wage Tool

PROFESSIONAL EXPERIENCE

Human Resources Intern | FinePointHR | Phoenix, AZ

June 2018 - July 2018

- Revised the SHRM-Greater Phoenix website to increase marketing and visibility for prospective candidates
- Decreased company turnover by 20% by updating special interest groups on compensation and benefits program
- Led presentations on Arizona wage and hour compliance, harassment, and discrimination to reduce legal issues

Consulting Project Intern | Terros Health | Phoenix, AZ

January 2018 - May 2018

- Reviewed and edited 23 job descriptions for recruiting new employees and incumbent
- Consolidated overlapping duties by analyzing employees' tasks, this alleviated multiple persons from performing similar responsibilities

Records Keeper Intern | Ga East Municipal Assembly | Accra, GH

June 2016 - July 2016

- Coordinated record maintenance for city council representing 50,000 citizens by detailed monitoring
- Organized, sorted, and locked highly confidential government contract and records of Mayor
- Designed check-in system to ensure movement of files in and out of the records department remained accurate

Sales Ambassador | Fidelity Bank | Kumasi, GH

September 2013 - August 2014

- Supervised 10 sales ambassadors and 450 customer financial accounts totaling \$10,000 in monthly balances
- Held in-person meetings with high value or at-risk customers, in addition to mentoring the sales ambassadors
- Delivered monthly sales results of 25% above company goal consistently through building customer relationship

Examination Officer | Ghana Audit Service | Kumasi, GH

September 2012 - August 2013

- Performed regular on-site audits at government entities, schools and hospitals; reviewed all aspects of net income
- Updated 30 clients on the best method of recording books, solving errors with figures and internal auditing

PROFESSIONAL DEVELOPMENT

As a interpreter in the legal and medical field

- Currently interpreting with AZ Language Solutions as a on call basis in different settings primarily in the medical setting
- Interpreted for family and friends in civil and traffic hearings

Co - Founder | Eazy-Klass | Tempe, AZ

June 2018 - Present

- Solving schools under trees in rural communities in Ghana by building classrooms that uses bamboo and recycled materials.

Member | MasterCard Foundation Scholar | Tempe, AZ

August 2017 - Present

- Active participant in training and professional development
- Contribute time to create and manage community service initiatives to enhance the quality of education and life in Ghana



Test Results

AZ Language Solutions, LLC.

Name:
Osei, Derrick

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Two Listening & Speaking Test

Administered as:
Live Test

Overall Score:
11 - Superior Minus

Test Date:
April 24, 2019

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses most ideas clearly, hesitates rarely, and makes only occasional errors in usage.

Grammar: The candidate uses grammar at the native speaker's level but occasionally makes minor mistakes with complex structures.

Vocabulary: The candidate displays a broad range of vocabulary; any errors in word choice are minor.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

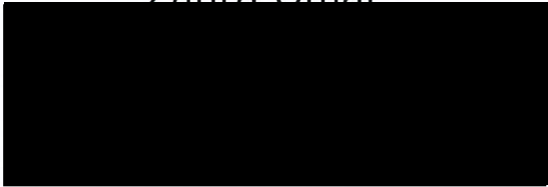
To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

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Tel 1.888.465.4648
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2019D114.1701.771755

Zahra Omar



OBJECTIVE:

Service focused professional seeking professional opportunities to advance skills in the field of Interpretation/Translation.

SKILLS:

- 15 years of experience in English/Somali interpretation/translation
- Fingerprint Clearance Card since 2006
- Superior court badge for Maricopa & Pima County Superior Courts
- Passed English & Somali Language Proficiency test designed for English and Somali interpreters through ALTA language testing services
- Strong and effective verbal and written communication skills and detail oriented
- Proficient in Microsoft Office Software: Word, Excel, PowerPoint, Outlook

PROFESSIONAL EXPERIENCE:

Free-Lance Interpreter for Maricopa County Superior Court, Phoenix, AZ
Nov. 2005-Current

- Provide high quality interpreting services in the courts of Arizona including Superior Courts, Justice Courts, Juvenile Courts, Family Courts, Municipal and City Courts
- Interpret all court proceedings using simultaneous, consecutive interpretation and sight translation
 - Topics: initial appearances, preliminary hearings, arraignments, case management conferences, changes of plea, trials, sentencing, settlement disputes; attorney/client interviews; pre-sentence investigation interviews; post-conviction matters, counseling/treatment services; meetings with probation officers; depositions; arbitration; mediation; parent information classes, probation violation hearings and revocation hearings
- Demonstrate strong ability to interact with people from diverse cultures and backgrounds
- Interpret for various Somali language dialects including standard Somali, Mai-Mai and Benadir dialects
- Provide Interpreting services to attorneys, doctors and behavioral health services

Free-Lance interpreter for ADP Interpreting LLC, Phoenix, AZ
Sep. 2011-Current

- Provide high quality interpreting services in the courts of Arizona including Superior Courts, Justice Courts, Juvenile Courts, Family Courts, Municipal and City Courts
- Interpret all court proceedings using simultaneous, consecutive interpretation and sight translation
 - Topics: initial appearances, preliminary hearings, arraignments, case management conferences, changes of plea, trials, sentencing, settlement disputes; attorney/client interviews; pre-sentence investigation interviews; post-conviction matters, counseling/treatment services; meetings with probation

- officers; arbitration; mediation; parent information classes, probation violation hearings and revocation hearings
- Demonstrate strong ability to interact with people from diverse cultures and backgrounds
- Interpret for various Somali language dialects including standard Somali, Mai-Mai and Benadir dialects
- Provide Interpreting services to attorneys, doctors and behavioral health services

Free-Lance interpreter for Pima County Superior Court, Tucson, AZ Oct 2009-Current

- Interpret all court proceedings in a court setting utilizing simultaneous, sight and consecutive modes of interpretation
- Work in correlation with court staff to ensure efficiency of services and top quality interpretation services
- Interpret for various Somali language dialects

Free-Lance interpreter for US District Court both in Phoenix and Tucson AZ 2009-Current

- Interpret all court and complex case proceedings in a court setting utilizing simultaneous, sight and consecutive modes of interpretation
- Work in correlation with court staff to ensure efficiency of services and top quality interpretation services
- Interpret for various Somali language dialects

Sub-Contractor for "A Foreign Language Service," "Language Connection," and "Professional Court Interpreting" and other agencies, Phoenix, AZ Jan. 2004-Current

- Provide Interpreting services in legal field: CPS investigations & legal depositions, worked with Arizona Department of Justice and the federal court systems
- Collaborate with monolingual mental health case managers to assist with interpreting and providing counseling to patients with Serious Mental Illnesses (SMI)
- Provided Interpretation Services to patients in general health care offices such as primary care physicians

Free-Lance Interpreter for Tempe and other local City/Municipal Courts, Tempe and Phoenix, AZ Jan 2008-Current

- Provide oral interpreting in simultaneous and consecutive modes during complex proceedings, hearings, interviews and other court related issues
- Interpret for cases and offenses that have taken place within city jurisdiction such as city law violations, ordinance violations, and misdemeanors.
- Interpret for offenses involving driving under the influence (DUI), parking tickets, public intoxication, disorderly conduct, vandalism, trespass, petty theft, simple assault, and other such crimes.
- Work cooperatively with judges, court employees, defendants, and public

Free-Lance interpreter for Balsz and Tempe Elementary School Districts,
Phoenix and Tempe, AZ
June 2005-Current

- Interpret for parents and school personnel issues regarding students' placements
- Educate parents issues regarding evaluation procedures for students who might be qualified for Special Education Services
- Attend high-stakes administrative meetings with parents, explaining district policies and procedures
- Work as a consultant to educate district personnel about Somali culture to better support students success

EDUCATION & CERTIFICATIONS:

- Bachelors of Arts in Elementary Education: Arizona State University, May 2011
- Associate of Arts Degree in Elementary Education: Phoenix College, May 2007
- High School Diploma with Honors distinction: Camelback High School, May 2005
- Active member of Arizona Court Interpreters Association
- Member of Arizona Translators & Interpreters INC
- Member of California Federation of Interpreters (CFI)
- Received several certificates of completion of the "Overview of the US Criminal Justice Systems."
- Received certificate for successfully completing the FBI Community Relations Executive Seminar Training and demonstrating a commitment to the FBI mission.

TRAININGS:

Arizona Superior Court in Pima County, October 2011

- Legal overview of the U.S. Criminal Justice System, Criminal Procedure Interpreting Theory and Practice-Simultaneous, Consecutive Interpretation and Sight Translation
- Pragmatics of Judicial Proceedings and Characteristics of Legal Language
- Principles of Proper Interpreting, Professional Conduct, Ethical Principles and Standards
- Variations and Complexity of Legal Language
- Received certificate for successfully completing the FBI Community Relations Executive Seminar Training and demonstrating a commitment to the FBI mission.

Arizona Court Interpreters Association, Phoenix AZ 2012-Current

- Certificate of Attendance: Juvenile Court Dependencies and Delinquencies
- Certificate of Attendance: Courtroom Testimony
- Certificate of Attendance: Overview of an Oral Trial
- Certificate of Attendance: Interpreter Ethics
- Certificate of Attendance: Polygraph Examinations
- Certificate of Attendance: Overview of U.S. Immigration Status with Emphasis on U, T, VAWA and Refugee Statuses

ADDITIONAL INFORMATION:

Available during weekdays, weekends & holidays, telephonic /internet interpreting services and able to travel long distance

CURRENT REFERENCES:

Mrs Kathy Hansen Interpreting and Translation Services, Interpreter coordinator/manager
520 E. Medlock Dr.

Phoenix, AZ 85012

khinterpreting@gmail.com

Tel: [602 234-0787](tel:6022340787)

Fax: [602 234-0510](tel:6022340510)

Victoria F. Vasquez, Director, Interpreter Services
Arizona Superior Court in Pima County
110 W. Congress, Ste, W919
Tucson, AZ 85701
(520) 724-3888



Test Results

ADP Interpreting, LLC

Name:
Omar, Zahra

ID/SSN:
7340

Office:
—

Test:
Somali Listening & Speaking Test

Administered as:
Live Test

Test Date:
January 25, 2012

Overall Score:
12 - Fluent

Comments:

Comprehension: The candidate understands a wide range of speech but experiences a few problems if the speech is very fast or complex.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays a broad range of vocabulary; any errors in word choice are minor.



Test Results

AZ Language Solutions, LLC.

Name:

Dahoma, Bishara S

ID:

3322

Office:

—

Test:

Swahili Listening & Speaking Test

Administered as:

Live Test

Overall Score:

12 - Fluent

Test Date:

October 8, 2015

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

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Atlanta, GA 30326
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Tel 888.465.4648
404.920.3817
Fax 404.920.3801
Email testing@altalang.com

2015D281.1632.481642



Test Results

AZ Language Solutions, LLC.

Name:
Vyamungu, Venant

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Swahili Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
July 16, 2019

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

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Email testing@altalang.com

2019D197.1633.789189



Test Results

AZ Language Solutions, LLC.

Name:
Myint-Pongos, Khin Khin

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Burmese Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
February 12, 2019

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

ALTA Language Services, Inc.
3355 Lenox Road NE, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 1.888.465.4648
1.404.920.3817
Fax 1.404.920.3801
Email testing@altalang.com

2019D44.1118.754720



Test Results

AZ Language Solutions, LLC.

Name:
Potres, Rima

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Arabic (MSA) Listening & Speaking Test

Administered as:
Live Test

Overall Score:
11 - Superior Minus

Test Date:
February 14, 2019

Comments:

Comprehension: The candidate understands a wide range of speech but experiences a few problems if the speech is very fast or complex.

Communication: The candidate has some difficulty communicating with complex structures, idioms, and subtleties.

Grammar: The candidate uses grammar at the native speaker's level but occasionally makes minor mistakes with complex structures.

Vocabulary: The candidate displays a broad range of vocabulary; any errors in word choice are minor.

These test scores are defensible for their intended use only.

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To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

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2019D46.1221.754867

Arizona Supreme Court

Arizona Credentialed Court Interpreter

The Arizona Court Interpreter Credentialing Program, in recognition of the satisfactory completion of all requirements under the provisions of Arizona State Judiciary Administrative

Order 2016-02, hereby bestows upon

THANYA DE PAZ

a Tier 1 Arizona Court Interpreter Credential,
for foundational knowledge and language ability.

Arizona Court Interpreter ID: AZ-12724



Signed this 15th day of August, 2017.

Administrative Director, Arizona Supreme Court

Arizona Supreme Court

Arizona Credentialed Court Interpreter

The Arizona Court Interpreter Credentialing Program, in recognition of the satisfactory completion of all requirements under the provisions of Arizona State Judiciary Administrative

Order 2016-02, hereby bestows upon

MADAY SANTOS

*a Tier 1 Arizona Court Interpreter Credential,
for foundational knowledge and language ability.*

Arizona Court Interpreter ID: AZ-10275



Signed this 9th day of February, 2017.

Da [REDACTED]
Administrative Director, Arizona Supreme Court

Arizona Supreme Court

Arizona Credentialed Court Interpreter

The Arizona Court Interpreter Credentialing Program, in recognition of the satisfactory completion of all requirements under the provisions of Arizona State Judiciary Administrative Order 2016-02, hereby bestows upon

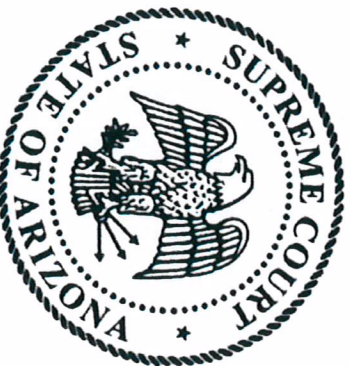
JONATHAN GAXIOLA

*a Tier 1 Arizona Court Interpreter Credential,
for foundational knowledge and language ability.*

Arizona Court Interpreter ID: AZ-12780

Signed this 15th day of August, 2017.

David K. Byers /
Administrative Director, Arizona Supreme Court





AZ Language Solutions LLC

Translating and Interpreting Services

Attn: Loretta Browning
lbrowning@avondaleaz.gov

Date: November 10, 2019

Re: Request for Clarification

Solicitation # RFP CT 19-116: Court Interpreter Services

Offeror: AZ Language Solutions

Dear Ms. Browning,

Please see our responses to the request for clarification below:

- 1) In regards to court interpreters identified as court interpreters, which Interpreters are considered to be Certified Level and Certified with Specialty Level? We did not locate the information in the Qualifications response section.

Currently, seven of our interpreters have a Certified Credential Level established the Arizona Court Interpreter Credentialing Program (Their names are included in the attached ACICPRoster):

- Matthew Shabilla, Arabic, Tier 1
- Ibtissam Mahayni, Arabic, Tier 1
- Rijan Shetha, Nepali, Tier 1
- Edite Gabor, French, Tier 2
- Jonathan Gaxiola, Spanish, Tier 1
- Thanya De Paz, Spanish, Tier 1
- Maday Santos, Spanish, Tier 1

The following is a list of interpreters that do not have a Certified Credential Level, however have passed ALTA test and have been approved by and have been interpreting for Superior Court of Maricopa County. Some of these interpreters have registered for the next ACICP that will be in January:

- Aziza Alam – Arabic,
- Bishara Dahoma – Swahili
- Henok Okubat – Tigrinya
- Zahra Wako – Amharic; Oromo
- Alexis Kalitanyi – Kirundi
- Venant Vyamungu – Kirundi, Kinyarwanda, Swahili, French
- Immaculee Mukatete – Kirundi, Kinyarwanda, Swahili, French
- Zacharie Murangira – Kirundi, Kinyarwanda, Swahili, French
- Sebakara Sandrali – Kirundi, Kinyarwanda, Swahili, French
- Deng Mayik Atem – Dinka
- Salama Tilinti – Kunama
- Zahra Omar – Maay-Maay; Somali

4739 E Culver St
Phoenix, AZ 85008 USA
Phone: (480)278-2597
azlanguagesolutions@gmail.com

- *Iman Ali – Somali*
- *Khin Myint Pongos – Burmese*
- *Rima Potres – Arabic*
- *Deenatra Younan – Arabic*
- *Paw Pler – Karen*
- *Timur Galimzyanov – Russian*
- *Ceu Lian Thang - Hakha Chin*
- *Mary Lee – Karenni*
- *Anwer Ebrahim – Amharic*
- *Andrew Boateng – Twi*

**Please note that list is not complete and only includes some of the most used interpreters.*

While AZ Language Solutions provides interpreters in most common foreign languages in Arizona, our clients know us as a company that specializes in rare languages, particularly African and Southeast Asian languages that many other interpreting agencies don't provide. This list includes rare languages such as Amharic, Karen, Karenni, Twi, Ewe, Igbo, Kunama, Dinka, Sierra Leone Creole and many others. While we are proud to offer more rare languages than many other local agencies, this broader language selection comes with a challenge in a way that it is difficult to locate skilled interpreters with interpreting experience and certifications.

To become a credentialed interpreter and successfully complete all the steps in the tier system takes time and there are obstacles along the way. Some of these challenges are as follows:

- *The English written portion of the exam is offered only twice a year;*
- *As requests for some rare languages occur less than ten times a year, it is difficult for some of our interpreters to justify the investment to become certified;*
- *Due to a rare need for their languages, some of our interpreters do not have adequate time to practice their interpreting skills, unlike Spanish interpreters, which prevents them from successfully passing the ACICP Tiering test.*

While most of our interpreters do not have Arizona Judicial Branch Credentials or Tiering, most of them have passed the English and LUL proficiency test through ALTA testing services. This test consists of series of questions that gradually increase in complexity, requiring the candidate to perform various spoken tasks. In doing so, ALTA's evaluators are able to rate how well a candidate can speak the language. At AZLS we only work with interpreters that score 80% and above. We also ensure that all new interpreters have at least a university level education so they can build upon their knowledge when we train them to become court interpreters. Additionally, we require our interpreters to participate in continuous educational seminars and workshops through different organizations and associations to further their skills and knowledge.

As an agency owner providing interpretation and translation services, it is my professional duty to provide high quality service to our clients. We understand that earning credentials raises the professional standard and is an essential element of the interpreting profession; hence, we encourage all of our interpreters to become credentialed and certified.

If you have any questions on this matter, please contact Timur Galimzyanov at 480-406-3360 or azlanaguagesolutions@gmail.com.

Sincerely,
Timur Galimzyanov,
Operations Manager
AZ Language Solutions

4739 E Culver St
Phoenix, AZ 85008 USA
Phone: (480)278-2597
azlanaguagesolutions@gmail.com

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

Court Interpreter Services CT 19-116

1. Quality Levels. The quality levels of interpreters and translators (collectively referred to as “Interpreters”) for this Agreement as follows:
 - A. Certified Interpreters. An individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter’s examination, or an examination, or an examination administered by a State Court or University accredited by the United States. Interpreters for the hearing impaired must be “qualified interpreters” as provided in ARIZ. REV. STAT. § 12-242. A copy of the Certification for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - B. Certified Interpreters with Specialty. An individual who is certified and skilled in a distinctive and specialized area of practice such as legal, medical, psychological, technical, etc. A copy of the certification and evidence of the specialty for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - C. Non-Certified Qualified Interpreters. An individual who is able to interpret or translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A non-certified individual shall possess a basic competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language.
2. Code of Ethics. All interpreters must comply with the Avondale City Court Professional Code of Ethics and Practices for Court Interpreters (“Ethics Code”), as well as all City rules and policies. A copy of the Ethics Code is attached hereto as Exhibit B. Attachment 1.
3. Code of Professional Conduct. All interpreters for hearing impaired must comply with the Code of Professional Conduct co-authored by the National Association of the Deaf and the Registry of Interpreters for the Deaf, Inc. This code may be viewed online at: <https://drive.google.com/file/d/0B-HBAap35D1R1MwYk9hTUpuc3M/view>
4. Arrival Time. The interpreter shall arrive 15 minutes prior to the scheduled appearance. A true and complete list of the court program schedule is set forth on Exhibit B. Attachment 2. Court Program Schedule as attached hereto. Note that the schedule is subject to change due to the availability of staff, holidays, and inclement weather. To confirm the program schedule, please contact the City Representative.
5. Preliminary Meeting. The City may require the interpreter to participate in a preliminary meeting before receiving an assignment. Such meeting may be used to address difficult circumstance, issues of concern, special instructions from the court or to determine whether an assignment is appropriate for a particular interpreter.

6. Interpreter Replacement. Contractor shall replace an interpreter at the City's request if any of the following occurs:
 - A. Interpreter fails to appear at the time and place specified for the assignment.
 - B. Interpreter does not have the quality level requested and/or demonstrates lack of qualification to perform the assignment.
 - C. Interpreter fails to adhere to the terms of the Agreement, the City's directions or security regulations.
7. Verification of Qualifications. Upon City's request, Contractor shall furnish verification of an interpreter's qualifications.
8. Substitutions. If the City requests a particular interpreter by name, no substitution can be made without notification to and approval by the City.
9. Service Level Compensation. Contractor will be compensated for the level of Services requested, even if the Contractor provides an interpreter whose abilities exceed that quality level.
10. Cancellation. The City may cancel a request for Services without charge provided the City notifies the Contractor by the close of business the preceding day. If the City is unable to do so, the City shall pay the Contractor for one hour of service in accordance with the rates in the Fee Proposal.
11. Delays. If the scheduled Services are delayed due to circumstances beyond the City's control and no fault of the Contractor (ex. Court hearing does not start on schedule or is re-scheduled at a later time on the same day) the Contractor will be compensated for the time of the delay according to the rates in the Fee Proposal. There shall be no additional compensation for mileage or other costs associated with any delay.
12. Translation Delivery Schedule. The turn-around time for standard written translation shall not exceed 14 days. In the case of a document that needs special skills, is urgent in nature or is otherwise critical to the City, the City and the Contractor may agree upon an acceptable delivery time.
13. Late Delivery. An interpreter who fails to complete an assignment on time shall be paid a reduced fee, which shall be calculated by deducting the amount of time overdue from the original completion date.
14. Deficiency Reports. Failure to provide quality service to the City may result in deficiency reports which shall be kept on file and may be a factor in determining whether to renew the term of the Agreement.
15. Reporting Requirements. Throughout the duration of this Agreement, the following must be reported to the Court Administrator within three business days:

- A. Criminal/Civil Offenses. Any criminal or civil offenses, including, but not limited to, traffic, parking and housing, received by any member of Contractor's staff or their immediate family, in the Avondale Court. Immediate family means a spouse, child, grandchild, parent, grandparent, bother, sister, child or grandchild of the spouse, any court appointed legal guardian or parent substitute.
- B. Petitions. Any order of Protection or Injunction Against Harassment filed by or against any member of Contractor's staff in the Avondale Court.
- C. Pending Cases. Any member of Contractor's staff who is a party or witness to a case pending in the Avondale Court.

ATTACHMENT 1
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Code of Ethics]

See following pages.

**AVONDALE CITY COURT
PROFESSIONAL CODE OF ETHICS AND PRACTICES
FOR COURT INTERPRETERS**

ETHICS AND PRACTICE

I. Professional Ethics.

- A. Accuracy. The court interpreter shall always interpret what is said thoroughly and exactly, omitting nothing, conserving the tone of the speaker and stating precisely what has been said, given the exigencies of grammar and syntax in both languages. This complete accuracy applies to all modes of interpreting: simultaneous, consecutive and summary.
- B. Confidentiality. The interpreter must protect the confidentiality of all knowledge gained during the course of this duty. As he/she is the verbal link between the client and attorney, attorney/client privilege pertain to the interpreter as well. The interpreter may have access to private documents, police records, medical files, etc., before and during legal proceedings. Consequently he/she must have an absolute responsibility to keep all oral and written information gained completely confidential. He/she shall also not derive personal profit or advantage from any confidential information acquired while acting in a professional capacity.
- C. Impartiality. The interpreter shall maintain an impartial attitude with defendants, witnesses, attorneys and families. He/she shall neither conceive of him/herself nor permit him/herself to be used as an investigator for any party to a case. He/she shall clearly indicate his/her role as an interpreter if he/she is asked by either party to participate in interviews or prospective witnesses outside of the court. The interpreter shall not take sides or consider him/herself aligned with the prosecution or the defense.
- D. Proficiency. He/she should feel no apprehension about withdrawing from a case in which he/she feels he/she will be unable to function effectively, due to lack of proficiency, preparation or difficulty in understanding a witness or defendant. The interpreter should continually improve his/her language skills and increase his/her knowledge of the various areas which might be encountered in court interpreting by attending workshops and seminars, keeping current in changes in the law, and exchanging information and methods with colleagues.
- E. General Rules with Respect to Conflicts of Interest.
 - 1. Court interpreters shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in conflict with the proper discharge of their official duties in the

court or which impairs their independence or judgment in the discharge of such duties.

2. Court interpreters shall not accept money or other consideration or favors from anyone other than the court for the performance of an act which they would be required or expected to perform in the regular course of assigned duties; nor shall court interpreters accept gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to the court.
3. An interpreter shall not use, for private gain or advantage, the court's time or facilities, equipment or supplies, nor shall he/she use or attempt to use this position to secure unwarranted privileges or exceptions for him/her or others.
4. In all instances, an interpreter shall disclose to all parties concerned, and in court interpreting to the judge, any actual conflict of interest or the appearance of any conflict of interest. The court shall be informed whenever the interpreter and any witnesses are previously acquainted. Any condition which impedes on the objectivity of the interpreter or affects his/her professional independence constitutes a conflict of interest. A conflict may exist whenever any of the following occur:
 - a. The interpreter is acquainted with any party to the action.
 - b. The interpreter has, in any way, an interest in the outcome of the case.
 - c. The interpreter is perceived as not being independent of the adversary parties (or related agencies in criminal cases).

F. Time Records. A per-diem interpreter shall maintain accurate and detailed time records of service rendered.

G. Opinions Provided to Public/Media. A court interpreter shall not render opinion or make subjective statements of any kind through, or in connection with, a newspaper, radio or other public medium regarding any legal matter in which the interpreter has interpreted or served as a translator of written material of a legal nature.

H. Giving Legal Advice.

1. The interpreter shall never give legal advice to any person, whether solicited or not. In all instances, the person shall be referred to counsel. The interpreter may give general information regarding the time, place and nature of the court proceedings. However, in matters requiring legal judgment, the individual shall be referred to an attorney.

2. The interpreter shall never function as an individual referral service for any attorney or attorneys. This kind of activity has the appearance of impropriety. When asked to refer a non-English speaking person to an attorney, the interpreter should refer such individuals to the local bar association.

PROFESSIONAL CODE

II. Professional Practice.

A. Modes of Interpreting.

1. Simultaneous Interpretation. This mode of interpreting requires giving an exact rendition of everything being said at the same time it is being spoken in the original language. This is the mode used when relating proceedings to defendants. The interpreter should speak in a soft voice, for the benefit of the defendant only, and should neither summarize, simplify nor explain the proceedings.
2. Consecutive Interpretation. This mode of interpreting is utilized with witnesses and in a situation in which the speaker must first finish his statement before the interpreter begins to speak. When interpreting in this mode at the witness stand, the interpreter should make every attempt to permit the speaker to finish his statement. To this end he may wish to take notes. The interpreter should only interrupt a speaker if it becomes absolutely necessary to do so in order to achieve complete accuracy in a very lengthy statement. If there is a word or phrase that the interpreter does not hear or understand, he should never guess or invent a translation. Rather, he/she should ask the Judge for permission to request that the witness repeat or rephrase the statement and then continue with the interpretation. At the witness stand, the interpreter should project the foreign language clearly enough to be heard along with the English, for the benefit of the defendant and/or others present in the courtroom who understand the interpreted language.
3. Summary Interpretation. The summary mode, which is the least preferred technique for legal proceedings, is an accurate simultaneous resume of fragmented statements that may occur in a three-way exchange between the court and attorneys. It differs from the simultaneous mode in that it is not a verbatim rendition of all that is being said because the interpreter is relating the statements of persons who may be interrupting one another.

- B. Relation to the Record. Since the court interpreter serves as the voice of other participants in a courtroom or similar setting, the court interpreter should always utilize the first person singular when interpreting for witnesses or in any situation in which a conversation between two or more parties occurs in the courtroom or

similar setting. However, when the interpreter must request repetition of a word or phrase, clarification or restatement of a question or answer during testimony, or when for reasons consistent with professional ethics the interpreter must address the court, he/she shall identify him/herself as the interpreter and use the third person to protect the record from confusion. For example, “Your Honor, may the interpreter ask the witness for clarification of a word phrase?” Or, “Counsel, the interpreter requests that you repeat the question.”

- C. Awareness. The court interpreter should be attentive to all that is taking place around him/her, given the rapidity with which events take place in a courtroom.
- D. Low Profile. The interpreter must maintain a low profile, remembering that he/she is not testifying but merely communicating the testimony of another. He/she should not draw attention to his/her interpretation, since the judge and jury must only focus upon the individual requiring interpreting. The interpreter should control overt expressions of opinion, such as surprise, sympathy or disgust while interpreting for defendants or witnesses. He/she should position him/herself in such a way so as not to obscure the view of the defendant and jury from the individual who is testifying. The overall aim of the interpreter should be to assure a neutral atmosphere in the courtroom such as there would be if no language barrier existed.
- E. Language Level. The interpreter should utilize the same level of language used by the speaker. This means that he/she will interpret colloquial, slang, obscene or crude language as well as sophisticated and erudite language, in accordance with the exact usage of the speaker. It is not the interpreter’s task to tone down, improve or edit phrases. Further, the interpreter should not assume that it is his/her duty to simplify statements for a witness or defendant who he/she believes cannot understand the speaker’s statements. The person requiring an interpreter should request an explanation or simplification if necessary. Idioms, proverbs and sayings rarely can be literally interpreted. The interpreter should seek an equivalent idiom to relate the meaning of the original idiom or saying.
- F. Characterizing Testimony. Based on statements made by the speaker, an interpreter should never characterize or give a gratuitous explanation. The court or attorneys will request clarification from the speaker if necessary. Except in the case of certain languages in which a gesture or grimace has a particular significance, the interpreter should not offer an explanation or repeat a speaker’s gesture or grimace which has been seen.
- G. Questions Answered with Questions. The interpreter must translate the exact response of the witness or speaker even if the answer to a question is another question due to the witness not hearing or understanding the initial question.
- H. Interpreting Mixed-Language Responses. If a witness testifying in a foreign language suddenly interjects a complete English response, the interpreter should not ask the witness to speak in his/her native language. He/she should stand back

so that all parties are aware of the English response and await the court's direction. If the English response is only one or two words, the interpreter should repeat them, since the stenographer follows the interpreter's voice when transcribing foreign-language testimony.

- I. Conversations During Witness Testimony. Under no circumstances shall the interpreter engage in conversation or question any witness testifying under oath. There should be a simple exchange of questions and answers between the questioner and the witness as if there were no language barrier. During pauses in testimony, such as side-bar conferences or recesses, the interpreter shall not converse with the witness, but should simultaneously interpret all open-court exchanges between the judge and attorneys for the benefit of the witness and/or the defendant. If the interpreter is confused or requests clarification, he/she must request permission from the court in order to engage in a clarification type of conversation.
- J. Objections During Testimony. If an objection is made to a question, the interpreter should translate the question but instruct the witness by hand gesture not to answer until the court has ruled on the objection. If the witness has already started to answer, or if the objection is to a portion of the answer which the interpreter has not finished interpreting, the interpreter must await the direction of the court before continuing since to do otherwise would cause undue confusion of rules of procedures.
- K. Interpreter Errors. When an error has been made by the interpreter and the error is perceived by him/her later in the proceedings, the interpreter, if still at the stand, shall correct the error at once, first identifying him/herself for the record. If the interpreter realizes his/her error after the testimony has been completed, he/she shall discreetly request a bench or lobby conference with the judge and attorneys and make the correction on the record.

III. Supplemental Rules.

- A. Case Preparation. Whenever possible, and particularly with respect to lengthy and complex criminal and civil trials, the appointed court interpreter shall prepare for the case by requesting an oral case summary as well as copies of central case documentation (police and other reports, complaint or indictment, transcripts of interviews, witness lists), usually from the prosecuting attorney. These requests should be made with the awareness and consent of defense counsel, and the information is to be used exclusively by the interpreter and is not to be divulged to any third person.
- B. Supplemental Rules for Interpreters of Witness and Defendant Testimony.
 - 1. The interpreter shall appear on time and report immediately upon arrival, to the Court Legal Clerk or Bailiff of the courtroom assigned to.

2. To avoid the appearance of prejudice, the interpreter shall avoid unnecessary discussions with counsel, the parties of the action, criminal defendants, witnesses or other interested parties inside or outside the courtroom.

C. Rules for Interpreting for Defendant at Counsel Table.

1. While interpreting at counsel table, the interpreter shall speak only loud enough to be heard by the defendant and counsel.
2. The interpreter shall utilize the simultaneous method of interpretation at counsel's table whenever a witness is testifying in a language other than that of the defendant.
3. If an interpreter has difficulty hearing a particular speaker or the proceeding in general, he/she should at once so inform the judge, who may require the speaker to repeat and/or adjust the positioning of the interpreter in the courtroom.
4. If a serious communication problem arises between the interpreter and the speaker, the interpreter shall bring such matter to the immediate attention of the judge.

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ATTACHMENT 2
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Court Program Schedule]

See following pages.

CITY OF AVONDALE COURT PROGRAM SCHEDULE

Days and times are subject to change, rescheduling or cancellation depending on staff due to the availability of staff, holidays, and inclement weather. Interpreters shall arrive 15 minutes prior to the scheduled appearance. Permanent changes to this schedule will be issued in writing and attached hereto and incorporated into the Agreement. Interpreters may confirm the program schedule, by contacting the City Representative.

CITY OF AVONDALE COURT
11325 W. Civic Center Drive
Avondale, AZ 85323

MORNING SCHEDULE	
Mondays	10:00 a.m. – 12:00 p.m.
Tuesdays	8:30a.m. – 12:00 p.m.
Wednesdays	8:30a.m. – 12:00 p.m.
Thursdays	8:30a.m.- 12:00 p.m.
AFTERNOON SCHEDULE	
Criminal Trials	(3-6 Week Advance Notice)
Protective Order Hearings	(Up to a 3 Day Notice)

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See following page(s).

FEE PROPOSAL

Court Interpreter Services CT 19-116

Verbal Interpreting Services – Spanish	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$ 80*	\$ NA	\$ NA	\$ 160
Certified with Specialty Level	\$ 80*	\$ NA	\$ NA	\$ 160
Non-Certified Qualified Level	\$ 80*	\$ NA	\$ NA	\$ 160
*- Minimum charge of two hours. Additional time is charged in 15-min increments.				
Telephonic interpreting				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Verbal translation of audio tape				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Verbal translation of video tape				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA

Verbal Interpreting Services – All Other Languages	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$ 80*	\$ NA	\$ NA	\$ 160
Certified with Specialty Level	\$ 80*	\$ NA	\$ NA	\$ 160
Non-Certified Qualified Level	\$ 80*	\$ NA	\$ NA	\$ 160
*- Minimum charge of two hours. Additional time is charged in 15-min increments.				
Telephonic interpreting				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Verbal translation of audio tape				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Verbal translation of video tape				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA

American Sign Language Services	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Telephonic interpreting				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Verbal translation of audio tape				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA
Verbal translation of video tape				
Certified Level	\$NA	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$NA	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$NA	\$ NA	\$ NA	\$ NA

Written Translation Services – Spanish	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$NA	\$0.20	\$60
Certified with Specialty Level	\$NA	\$0.20	\$60
Non-Certified Qualified Level	\$NA	\$0.20	\$60
Written Documents to Verbal			
Certified Level	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$ NA	\$ NA	\$ NA
Audio tape			
Certified Level	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$ NA	\$ NA	\$ NA
Video tape			
Certified Level	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$ NA	\$ NA	\$ NA

Written Translation Services – Other Languages	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$NA	\$0.30	\$90
Certified with Specialty Level	\$NA	\$0.30	\$90
Non-Certified Qualified Level	\$NA	\$0.30	\$90
Written Documents to Verbal			
Certified Level	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$ NA	\$ NA	\$ NA
Audio tape			
Certified Level	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$ NA	\$ NA	\$ NA
Video tape			
Certified Level	\$ NA	\$ NA	\$ NA
Certified with Specialty Level	\$ NA	\$ NA	\$ NA
Non-Certified Qualified Level	\$ NA	\$ NA	\$ NA

Company Name: AZ Language Solutions LLC

Authorized Signature: _____

Date: 9/16/19

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Work Orders to be added after contract execution.]

See following page(s).

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PROFESSIONAL COURT INTERPRETING & TRANSLATING SERVICES
dba PCI&TS**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 16, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Professional Court Interpreting & Translating Services dba PCI&TS, a limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, "CT 19-116 COURT INTERPRETER SERVICES" (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for professional court interpreter and translation services (the "Services").

B. It is hereby determined to be in the City's best interest to issue a multiple award(s) to allow the City the flexibility to utilize any combination of the companies to support unique interpreter or translation services needs and help alleviate any scheduling conflicts. This multiple award resulted in a primary contract award and two alternate secondary contract award(s) as a backup to meet service and scheduling needs.

C. The Consultant responded to the RFP by submitting a proposal and clarification response (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant as the primary award for the Services to furnish all labor, supervision, materials, equipment and supplies to perform interpreting and translation services for the Avondale City Court (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 16, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement. For project(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the specific Services to the City agreed upon between the parties in a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit D and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter such terms and conditions or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the

City Council, for each fiscal year of this contract at the unit rates set forth in the Exhibit C. attached hereto and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or

agent thereof (the City and any such person being 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 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 based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates

and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall

cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City

elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant 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. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly

inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Loretta Browning, Senior Buyer
Attn: Michael Wawro, City Attorney

If to Consultant: PCI&TS
555 E. Plaza Cir Drive Ste. B
Litchfield, AZ 85340
Attn: Gloria San Miguel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"City"

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

"Consultant"

PCI&TS
a(n) Arizona Limited Liability Company

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS

[Consultant's Proposal]

See following pages.

Professional Court Interpreting & Translating Services



**Proposal for the City of Avondale
RFP CT19-116
Court Interpreter Services**

P.O. Box 1234 Avondale, AZ 85323
Office: 623-873-6154 Fax: 623-873-4264
E-mail: requests@pci-interpreters.com
Website: pci-interpreters.com



PCI

Professional Court Interpreting &
Translating Service

Cover Letter

PCI was founded by Gloria San Miguel in June 1991. We have provided interpretation and translation services in the State of Arizona for the past 28 years. Our agency has experience in all types of settings including Legal, Medical, Educational, Formal and Informal. We have provided services to many clients over the years including the Supreme Court of Arizona, Maricopa County Superior Court, Glendale City Court, Tempe Municipal Court and Avondale City Court among many others.

We strive to maintain the highest standards of excellence in providing interpreting and translating services to our clients. We have established ongoing training programs to make sure you receive an experienced and proficient interpreter. Our agency makes the needs of our clients a priority, always making sure that your language needs are covered. Thank you for your time and consideration of our proposal to continue providing interpreting services to your court.

Sincerely,

Gloria San Miguel / Founder

PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and Professional Services Agreement terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Professional Court Interpreting & Translating Service
VENDOR SUBMITTING PROPOSAL

26-4392673

FEDERAL TAX ID NUMBER

Gloria San Miguel
PRINTED NAME AND TITLE

X
AUTHORIZED SIGNATURE

555 E. Plaza Cir Dr Ste. B
ADDRESS

(623)873-6154
TELEPHONE

(623)873-4264
FAX #

Litchfield Park AZ 85340
CITY STATE ZIP

DATE

WEB SITE: pci-interpreters.com

E-MAIL ADDRESS: requests@pci-interpreters.com

ARIZONA CORPORATION COMMISSION FILE NO. L-1135120-0

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS
ENTERPRISES (check appropriate item(s):

- ☒ Small Business Enterprise (SBE)
☒ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☒ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

Not currently

If yes, please provide details and documentation of the certification.

A. General Information

- 1.) See cover letter
- 2.) Vendor Identification Information:
Legal Name: PCI&TSLLC
Physical Address: 555 E. Plaza Cir Dr. Ste. B, Litchfield Park, AZ 85340
Mailing Address: P.O. Box 1234 Avondale, AZ 85323
EIN#:26-4392673
Legal Form: LLC / Members: Gloria and Fidel San Miguel
Contact Person for Proposal: Mary Heri Office: (623)873-6154 Cell: (602)862-8741
- 3.) Principal Office Location: 555 E. Plaza Cir Dr. Ste. B, Litchfield Park, AZ 85340
- 4.) We are a locally owned and operated interpreting agency that has been in business for the past 28 years, having been established in 1991.
- 5.) We have not had any contracts or subcontracts terminated within the last five years.
- 6.) We have not had any claims from a contract that resulted in litigation or arbitration within the last five years.
- 7.) Vendor Information Form – attached as Appendix A

B. Experience and Qualifications

1.) Experience providing services similar in size and scope:

PCI has provided interpreting and translating services to the State of Arizona for the past 28 years, we have a current contract with the state to provide these services and it is in good standing. We also have provided interpreting and translating services to other city courts such as Glendale, Tempe, Litchfield, and Goodyear. We currently provide services to Maricopa County Superior Court, Supreme Court Foster Care Review Board and many other state agencies such as DCS, DES, DDSA, DDD and MVD.

2.) References:

Client: Glendale Municipal Court	
Contact: Patrick Scott	
Phone: 623-930-2439	
Email: pscott2@glendaleaz.com	
Address: 5711 W. Glendale Ave. Glendale, AZ 85301	
Year of Contract Initiation: 2015	To: Present

Client: Litchfield Park Magistrate Court	
Contact: Sherry Schantz	
Phone: 623-935-7091	
Email: sschantz@courts.az.gov	
Address: 214 W. Wigwam Blvd. Litchfield Park, AZ 85340	
Year of Contract Initiation: 2005	To: Present

Client: Superior Court of Maricopa County	
Contact: Jennifer Gates	
Phone: 602-506-8124	
Email: gatesj@superiorcourt.maricopa.gov	
Address: 201 W. Jefferson St., Phoenix, AZ 85003	
Year of Contract Initiation: 2000	To: Present

C. Key Positions.

1.) Key Personnel Members - 2.) Roles and Responsibilities

Gloria San Miguel – Owner / Project Manager

Mary Heri – Office Manager / Billing

Tim Heri – Executive Assistant / Billing and Scheduling

Allison Palma – Administrative Assistant / Procurement and Scheduling

Rose Ann Lombrana – Administrative Assistant / Scheduling

Ashley Magana – Administrative Assistant / Scheduling

Subcontracted Interpreters – See our list of Court Credentialed/Approved interpreters on the next page.

List of Court Credentialed Interpreters for PCI&TS LLC

	Name	Language	Credential Tiered or Certification Held
1	Yacut, Samira	Amharic	Alta Tested
2	Isaac, Randa	Arabic	Alta Tested
3	Saba, Paula	Arabic	Alta Tested
4	Arbeed, Marlain	Arabic	Alta Tested
5	Younan, Khalida	Arabic, Assyrian /Chaldean	Alta Tested
6	Nahas, Alex	Arabic, French	Alta Tested
7	Baesler, Raymond	ASL	Legal-A
8	Bove, Linda	ASL	Legal-D / CDI
9	Furcini, Tara	ASL	Legal-A
10	Herbold, Shelley	ASL	Legal-D / CDI
11	Kellms, Windy	ASL	Legal-A
12	Wasisco, Juliann	ASL	Legal-D / CDI
13	Zestrijan, Elena	Bosnian, Serbian, Croatian, Romanian	Alta Tested
14	Win, Emily	Burmese	Alta Tested
15	Eng, Leung	Chinese (Manadrin/Cantonese)	Alta Tested
16	Chou, Winston	Chinese (Manadrin/Cantonese), Cambodian	Alta Tested
17	Atem, Deng	Dinka	Alta Tested
18	Charoosie, Shahla	Farsi	Alta Tested
19	Gabor, Edite	French	Alta Tested
20	Mboninyereste, Jean Paul	French, Kinyerwanda, Swahili, Kirundi	Alta Tested
21	Mukatete, Immaculee	French, Kinyerwanda, Swahili, Kirundi	Alta Tested
22	Isbell, Karin	German, Russian	Alta Tested
23	Kron, Anna	Hebrew	Alta Tested
24	Gross, Kathy	Hungarian	Alta Tested
25	Phillips, Hidemi	Japanese	Alta Tested
26	Cho, Victoria	Korean	Alta Tested
27	Kendall, Mitsy	Korean	Alta Tested
28	Hunter, Carmen	Navajo	Alta Tested
29	Koirala, Punya	Nepalese	Alta Tested
30	Snyder, Curtis	Portugese	Alta Tested
31	Pillai, Simon	Punjabi, Urdu, Hindi, Sindhi, Hinko	Alta Tested
32	Moldovan do Amaral, Cristina	Romanian, German	Alta Tested
33	Tsiouris, Rimma	Russian, Ukranian	Alta Tested
34	Mahayni, Ibtissam	Russian	Tier1
35	Ibrahim, Ahmed	Somalian	Alta Tested
35	Wasir, Duran	Somalian	Alta Tested
36	Cota, Carmen	Spanish	Tier 2
37	San Miguel, Gloria	Spanish	Tier 1
38	Mario Barajas	Spanish	Tier 1
39	De Paz, Thanya	Spanish	Tier 2
40	Molina, Alexander	Spanish	Tier 1
41	Molina, Azahlia	Spanish	Tier 1
42	Manceau, Jirranong	Thai/Laotian	Alta Tested
43	Latu, Lita	Tongan	Alta Tested
44	Tran, Jimmy	Vietnamese	Alta Tested
45	Vu, David	Vietnamese	Alta Tested
46	Bui, Honganh	Vietnamese	Tier A

3.) Plan for providing supervision for Subcontracted interpreters: We supervise our interpreters through several different means, we have them use verification forms when necessary to prove that they have provided satisfactory services to the client, as well as performing random quality checks of court room proceedings. we only hire tested and qualified interpreters to begin with and we make sure that they know and abide by the professional code of ethics and practices for Court Interpreters.

D. Qualifications

- 1.) We endeavor to always comply with the courts preference and schedule interpreters based on the time slot requested by the court.
- 2.) We are flexible with scheduling and availability of interpreters, we are happy to provide telephonic interpretation when requested.
- 3.) We are happy to provide court credentialed interpreters for various Tiers, please see our list of court credentialed interpreters for the current tiers we have available.

E. Project Approach

1.) We strive to provide superior interpreting and translating services and outstanding customer service to all our clients. We can provide interpreters/translators to the court for every quality level described in the scope of work. We expect all of our subcontractors to adhere to the professional code of ethics and conduct for interpreters and to arrive 15 min prior to the time requested. We are happy to provide services even for last minute requests but do require the 24-hour notice of cancellations for Spanish and other foreign languages. ASL services differ in that they require 48-hour notice of cancellations, and this is the standard required for the ASL interpreting industry. Our office hours are Monday-Friday from 9:00AM-5:00PM, we do have emergency after hour phone service, so a request can be made that way as well. Our interpreters are available in the evenings and on weekends by advance request.

Our approach to contract management includes maintaining a positive perspective on partnering with other agencies or subcontractors when needed. We train our interpreters to be flexible and adapt to the situations they may encounter on the job including partnering with others to complete a task, many of our interpreters have had previous partnering experience. We strive to provide the best customer service possible by promptly replying to any communication we receive, we go out of our way to fill requests, even if they are last minute. We make sure that our high standards of quality are met by means of our hiring methods, training and education programs, as well as random checks of actual court room proceedings. Our scheduling is done in a prompt and efficient manner, when we receive a request we check on the availability of our interpreters and when an interpreter is confirmed we notify the client of this and confirm the appointment. We always send out reminders to our interpreters the day before a confirmed assignment is to take place, as a courtesy and to make sure that they can complete the assignment. If for some reason they cannot (i.e. illness) we work as quickly as we can to find a replacement so that our clients interpreting needs are taken care of. Our office staff is experienced, courteous and customer service oriented, they work hard to make sure our clients needs are the priority.

2.) An alternate approach we could provide to the city would be interpretation services via telephone to reduce the cost associated with providing an interpreter in-person. We realize not all courtroom situations are conducive to telephonic interpretation but in those that are we have more availability of interpreters and a broader array of available languages by phone than those we currently have available in-person. The court may also like to request services through our website to streamline the request process, our website is pci-interpreters.com.



Test Results

Professional Court Interpreting and Translations

Name:
Ibrahim, Ahmed

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Arabic (MSA) Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
October 11, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

Alexis Nahas

Education: MBA Finance,
Western International University, AZ,
Mortgage Loans Officer
Enrolled Agent (succeeded in Exam, not yet Licensed)

Experience: Maxwell Products, LLC, (Scottsdale, AZ)
Internal Auditor, November 2003-September 2004

- Served as interim Controller
- Prepared the Financial Statements
- Performed month-end and year-end closing of the company ledgers
- Reconciled and audited all accounts and reserve to insure the integrity of the general ledger
- Audited all Payroll and HR functions for 23 employees.
- Implemented Operational and Accounting System on a new adopted Software using Quickbooks-Manufacturing to replace Epicor-Vantage Software System
- Analysed the complex Manufacturing Process to allocate the appropriate and accurate Information System

Simon Consulting (Phoenix, AZ)
Accountant, September 2002-April 2004

- Kept all books
- Prepared the Financial Statements for the company
- Performed bi-weekly monthly and year-end closing of the company ledgers
- Reconciled and audited all accounts to ensure the accuracy of the general Ledger
- Prepared the appropriate Tax Returns

Rulon Financial (Phoenix, AZ)
Tax Preparer January 2003- March 2003

- Prepared Individual, Partnerships, and Corporations Income Tax Returns

Discount Steel (Phoenix, AZ)
Internal Auditor January 2002-June 2002

- Developed and implemented the Internal Control System, using the Peachtree Operating Software.
- Provided consulting and innovative ways to increase time efficiency and productivity control, reducing costs.

Assurant Group (Orange, CA)
Loan Coverage Processor September 2000- December 2001

- Processed Washington Mutual Home Owners Loans Hazard Insurance Coverage.

Skills: Computer Skills

- Accounting Software: QuickBooks, Peachtree, and Epicor-Vantage
- Other: Word, Excel, PowerPoint, Access.

Languages: Fluent in English, French, and Arabic. I have experience in interpreting in these three languages



Test Results

Professional Court Interpreting and Translations

Name:
Saba, Paula

ID:
1498

Office:
—

Test:
Arabic Listening & Speaking Test

Administered as:
Live Test

Test Date:
August 27, 2013

Overall Score:
11 - Nearly Fluent

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses most ideas clearly, hesitates rarely, and makes only occasional errors in usage.

Grammar: The candidate uses grammar at the native speaker's level but occasionally makes minor mistakes with complex structures.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA Language Services, Inc.
3355 Lenox Road, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 888.465.4648
404.920.3817
Fax 404.920.3801
Email testing@altalang.com

2013D239.1847.378059



Test Results

Professional Court Interpreting and Translations

Name:

Saba, Paula

ID:

1498

Office:

—

Test:

English Listening & Speaking Test

Administered as:

Live Test

Test Date:

August 27, 2013

Overall Score:

10 - Advanced Plus

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate has some difficulty communicating with complex structures, idioms, and subtleties.

Grammar: The candidate uses grammar close to the native speaker's level but with minor errors with complex structures.

Vocabulary: The candidate displays a broad range of vocabulary; any errors in word choice are minor.

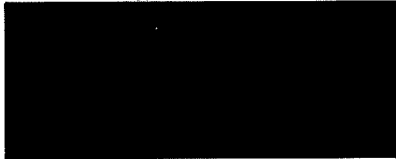
These test scores are defensible for their intended use only.

ALTA Language Services, Inc.
3955 Lenox Road, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 888.465.4648
404.920.3817
Fax 404.920.3801
Email testing@altalang.com

2013D239 1642.378060

Paula Saba



JOB TARGET

Position as an Arabic translator for public court.

RELEVANT SKILLS

Arabic Translator:

Communicate with individuals and translate Arabic dialects to English language to clarify legal matters and court proceedings.

KEY QUALIFICATIONS

- Fluent in Arabic dialects as primary language.
- Strong interpersonal and communication skills.
- Ability to work well under pressure.
- Detail-oriented and accurate.
- Effective written and verbal skills.
- Dependable and dedicated individual.
- Available on short notice.
- Recognized for high ethical standards in all aspects.
- Able to clearly illustrate difficult to understand material.

EMPLOYMENT

Glendale City Court, 5711 W. Glendale Avenue

Court Interpreter, 1999 - Present

Meet with court defendants and describe court procedures and legal matters.

Accompany defendant to court and translate between court officials and defendant.

EDUCATION

Glendale Community College, Glendale, Arizona

Specialized for three years in Arabic literature.

Studied French as a secondary language.

Presently attending Glendale Community College pursuing language arts degree.



Test Results

A Foreign Language Services, Inc.

Name:
Younis, Khalida

ID Code:
—

Office:
—

Test:
Arabic Listening & Speaking Test

Administered by:
Live Test

Test Date:
16 September 2009

Overall Score:
11 - Nearly Fluent

Comments:

The candidate understands a wide range of speech at any speed. Any comprehension difficulty that occurs are with highly specialized topics.
The candidate expresses most ideas clearly, hesitates rarely, and makes only occasional, self-corrected errors in usage.
The candidate uses grammar at the native speaker's level but occasionally makes minor, self-corrected mistakes with complex structures.
The candidate displays a broad range of vocabulary, any errors in word choice are infrequent and do not detract from overall fluency.

ALTA Language Services, Inc.
1500 Larkin Blvd., Suite 210
Beverly Hills, CA 90206
www.altalanguage.com



Test Results

A Foreign Language Services, Inc.

Name:

Younan, khalida

ID/SSN:

—

Office:

—

Test:

English Listening & Speaking Test

Administered as:

Live Test

Test Date:

September 1, 2009

Overall Score:

10 - Advanced Plus

Comments:

The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

The candidate has some difficulty communicating with complex structures, idioms, and subtleties.

The candidate uses and controls common structures and most advanced structures with ease. Mistakes with complex structures are present but do not affect understanding.

The candidate's vocabulary is strong in areas of frequent usage, but somewhat limited in more advanced areas.

Khalida Younan



Objective:

Seeking an entry level position in new exiting Environment with a great company. In addition to what your agency already has to offer, I believe I can add something more to you and to your satisfaction.

- *I am well spoken with a neat appearance
- *Fluently speak English, Arabic (all middle-east Dialogue) and able to type on Arabic Keyboard, Aramaic (Assyrian, and Chaldean).
- *I have a pleasant disposition, good sense of humor, and I enjoy people.
- *I have an excellent memory for names, faces, and details.
- *I'm hard working, dependable, honest, and willing to take initiative.
- *Easily trained into entry level positions.

Education:

1981 Completed high school in Baghdad, Iraq.

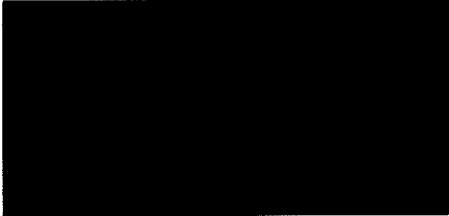
Skills:

Translate documents, face to face translation from English to Arabic, Arabic to English, and Assyrian and Chaldean to English.

Home Inspection

- *Experienced in overall inspection of maintenance and housekeeping
- *Knowledgeable of fire and safety regulations interacting with customers
- *function with nondiscriminatory work ethic
- *strong ability to deliver and present information to clients until they voice understanding Customer satisfaction
- *Address customers concerns with direct and fair resolution
- *Immediate attention to customer complaints

Khalida Younan



Employment History:

A Foreign Language Service, August, 2009- Present

Translated from Arabic to English, English to Arabic, Assyrian and Chaldean to English in the Legal, Medical, and Business field.

Manager

Talk of the Town - Glendale, AZ 2006 - 2008

Manage daily store operations which include setting objectives for reaching sales goals Responsible for prospecting, recruiting and managing staff, maintain staffing schedules and financial records as well as time management.

Cash handling and banking, Retail orders and inventory provided exceptional customer service, maintain and provided a clean and comfortable environment

Manager

Days Inn - Adrian, MI 2000 - 2005

Customer Service, front desk operations Hiring and scheduling Cash handling, banking, payroll and inventory managed employees in daily operations and set tasks for housekeeping Held conference meetings monthly

Volunteer Interpreter

Chicago, IL & Detroit, MI 1991 - 2000

Provided support translating from Arabic and Assyrian to the English language via telephone and face to face interactions for organizations, Troubleshooting claim adjudication via numerous databases, resource application and web-tools including issue resolution and crisis management

Tara Furcini

PROFESSIONAL EXPERIENCE

- Arizona State University 2004-Present
- Staff Interpreter/Transliterater
 - Workshop Presenter
 - Undergraduate and Graduate Classes
 - Seminars and Special Meetings
- Freelance Interpreter/Transliterater 2003-Present
- Educational: University, Community College, K-12
 - Medical: Mental Health, Emergency, Dr. Visits
 - Theatre: Stage Productions, Language Consultation
 - Occupational: Technical Training, Staff Meetings, Retreats
 - Platform: Special Olympics Opening Ceremonies
- Video Relay 2005-Present
- Weekday: Business, Technical, Conference, Formal Contacts
 - Weekend/Evening: Conversation, Informal Orders
- Phoenix Day School for the Deaf 2002-2004
- Staff Interpreter, Vocational Department
 - High School Level Vocational Classes
 - VR, IEP and Staff Meetings
 - Job Fairs, Interviews and Job Training Activities

CERTIFICATIONS

NIC (2006), RID CI/CT (2006/2007), EIPA Ratings (HS): PSE 4.1 /ASL 3.9 (2004)

EDUCATION

- Bachelor of Science, Psychology
Cum Laude Arizona State University 2000
- Associate of Applied Science, Interpreter/Transliterater Program
Cum Laude Phoenix College 2003

ADDITIONAL QUALIFICATIONS

- Current Arizona General License and Liability Insurance
- Workshop Presenter: Idioms/Processing 2007
- VRS Special Training—VIP Program 2005
- EIPA Written Test Normalizing Group 2004
- Educational Interpreter Mentoring Project 2003
RID preparation program sponsored by ACDHH and ASDB incorporating the Minnesota Modules
- ASDB Interpreter Upgrade Program 2002
Summer education program; process, vocabulary, prosody, and grammar; special presentations



**Tara
Furcini**

License #

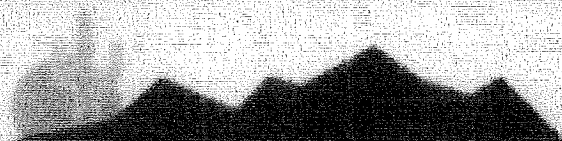


**Professional Interpreter
American Sign Language**

Issued: 12/6/2017

Expires: 12/6/2018

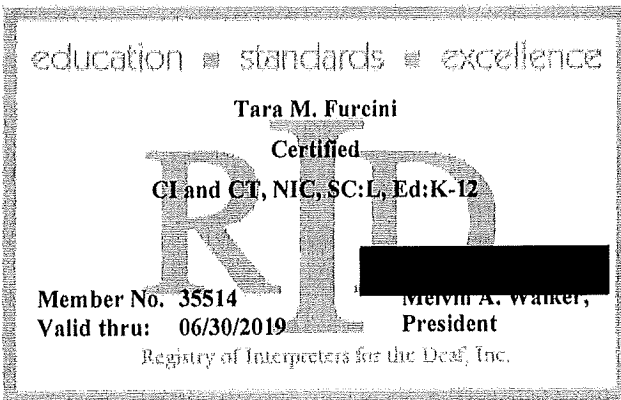
LEGAL A



Arizona Commission

for the deaf and the hard of hearing

**OFFICIAL
STATE
LICENSE**



Membership Categories

Certified- Member holding valid certification(s) accepted by RID
Certified- Inactive- Member holding a temporarily inactive certification
Certified- Retired- Retired member formerly holding certification
Associate- Member engaged in interpreting or transcribing but not holding certification accepted by RID
Student- Member enrolled in an interpreting program
Supporting- Member who supports RID but is not engaged in interpreting or transcribing

This card is valid only if all dues and fees are paid.
Card holder subscribes to the Code of Professional Conduct.
This card remains the property of RID Inc. and must be surrendered upon request.

Registry of Interpreters for the Deaf, Inc.
533 Commerce Street
Alexandria, VA 22314
703.838.0030 V, 703.838.0459 TTY
703.838.0454 Fax, www.rid.org





The
CERTIFICATION COUNCIL
Certifies That

Tara M. Furcini

*Has Successfully Passed National Certification
as Sanctioned and Approved by the*

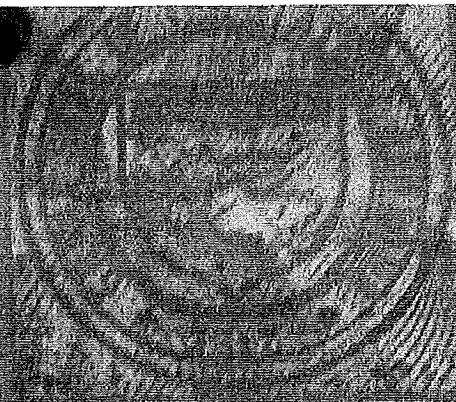
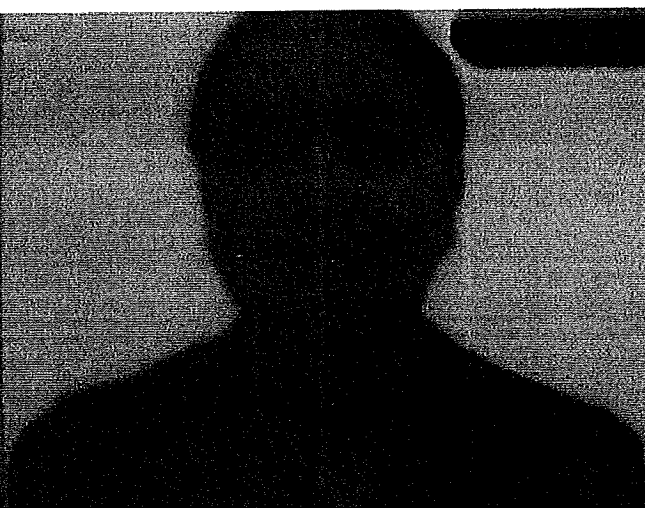
REGISTRY OF INTERPRETERS FOR THE DEAF
and Therefore is Hereby Awarded the
CERTIFICATE of TRANSLITERATION
CT

2/8/2007

Certification Council Chair

President, RID Board of Directors

This certificate is the property of the Registry of Interpreters for the Deaf, Inc.



**Professional Interpreter
American Sign Language**

Issued: 2/27/2017

Expires: 2/27/2018



**Arizona Commission
on the Deaf and the Hard of Hearing**

**OFFICIAL
STATE
LICENSE**

Michelle Herbold (Morock)
Certified
CDI

Member No. 42847

Valid thru: 6/30/2014

Brenda Walker Prudhom, President

WINDY SUE KELLEMS, BAS, CI & CT, NIC:M

Licenses and Certifications: Arizona Interpreter License: Legal, Class A 2010
 RID/NAD National Interpreter Certification, Master (NIC:M) 2010
 RID/NAD Certificate of Interpretation (CI) 2005
 RID/NAD Certificate of Transliteration (CT) 2003
 EIPA (ASL/Secondary: 4.6) 2001

Education: Arizona State University Tempe, AZ
Bachelor of Applied Science, concentration: Spanish 2009
 Phoenix College Phoenix, AZ
Associate of Applied Science, Sign Language Interpreting

Skill Summary: Trilingual (ASL, English, Spanish) Strong voicing skills
 Knowledge of regional Spanish dialects Teaching Experience
 Near-native ASL fluency Technical savvy
 Customer service background VRS experience

Work Experience: SETTINGS: Conference, medical, mental health, legal, secondary and post-secondary education, business, technical/scientific, VRS and VRI.

VRS/VRI Experience: 2004-2010

Purple Communications (trilingual video interpreter) 2006 – 2010
 Sorenson Video Relay Service (bilingual video interpreter) 2004 – 2006

Freelance Experience: 2001 – present

Work as a subcontractor for several local and national agencies providing both bilingual and trilingual services in a variety of settings. Provide quality services in a broad range of styles and to consumers with extremely varied communication needs, from grassroots, highly visual ASL to Sign Supported English. Work frequently with novice interpreters providing support and mentoring. Regularly requested through agencies by consumers who prefer my services.

Educational Experience: 2000 – present

Art Institute of Phoenix (intermittent staff) 2013 - present
 Mesa Community College (intermittent staff) 2005 – present
 Phoenix College (intermittent staff) 2001 – present
 Paradise Valley Community College (contract) 2011 – present
 University of Phoenix (contract) 2008 – present
 Arizona State University (full-time staff) 2002 – 2009
 Phoenix Day School for the Deaf (full-time staff) 2000 – 2002



**Professional Interpreter
American Sign Language**

Issued: 6/23/2018

Expires: 6/23/2019



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education ■ standards ■ excellence

Windy S. Kellems

Certified

CI and CT, NIC Master

Member No. 33630

Valid thru: 06/30/2019

Melvin A. Walker,

President

Registry of Interpreters for the Deaf, Inc.

RAYMOND M. BAESLER

EDUCATION AND CERTIFICATION

M.Ed. Deaf Education, Kent State University, Dec. 2001
M.S. Aeronautical Science, Embry-Riddle Aeronautical University, 1996
B.S. Airway Computer Science, Embry-Riddle Aeronautical University, 1991

Arizona Teaching Certificate – Special Education, Hearing Impaired (K-12)
Council on Education of the Deaf (CED) Certification – Elementary Education

Registry of Interpreters for the Deaf – NIC Advanced

TEACHING EXPERIENCE

- Adjunct Faculty, *American Sign Language*, Glendale Community College, AZ (Jan 2011 – present)
- Teacher of the Deaf, *Technology*, Phoenix Day School for the Deaf, Phoenix, AZ (Aug 2008 – Jul 2010)
- Teacher of the Deaf, *Grade 4*, Phoenix Day School for the Deaf, Phoenix, AZ (Aug 2003 – May 2008)
- Teacher of the Deaf, *Grades 1-3*, Bryden Elementary School, Beachwood, OH (Aug 2002 – Jun 2003)
- Teacher of Deaf, *Grades 6-8*, Horace Mann Middle School, Lakewood, OH (Jan 2002 – Mar 2002)
- Graduate Teaching Assistant, Kent State University, Kent, OH (2000-2001)
- Assistant Professor, Aerospace Studies Department, Kent State University, OH, (1997-2000)

RELATED PROFESSIONAL EXPERIENCE

- Freelance Sign Language Interpreter, Phoenix, AZ (Jul 2004 – present)
- Educational Interpreter, Kent State University, OH (Aug 2002 – Jun 2003)
- Educational Interpreter, Lakewood High School, Lakewood, OH (Mar 2002 – Jun 2002)
- Instructional Systems Development Manager, Minot Air Force Base (AFB), ND (1995-1996)
- Officer Codes Controller, Minot AFB, ND (1994-1995)
- Missile Combat Crew Commander/Instructor, Minot AFB, ND (1993-1994)
- Missile Combat Crew Deputy Commander/Instructor & Evaluator, Minot AFB, ND (1991-1993)

HONORS AND ACTIVITIES

College

Dean's List (1987-1991)
Graduate Magna Cum Laude (1991)
Air Force ROTC Scholarship
Air Force ROTC Distinguished Graduate
Graduate with distinction (1996)

Military

Air Force Commendation Medal
Air Force Achievement Medal
Military Outstanding Volunteer Service Medal
Combat Readiness Medal
National Defense Service Medal

REFERENCES

Reference letters, transcripts and military performance reports available upon request.



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American Sign Language**

Issued: 7/24/2019

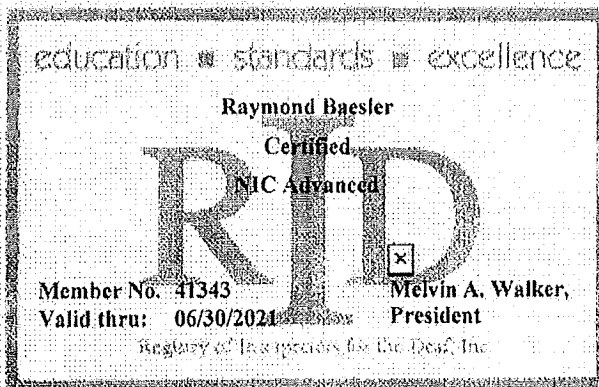
Expires: 7/24/2020

LEGAL



Arizona Commission
for the deaf and the hard of hearing

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Membership Categories

Certified- Member holding valid certification(s) accepted by RID
Certified Inactive- Member holding a temporarily inactive certification
Certified Retired- Retired member formerly holding certification
Associate- Member engaged in interpreting or transcribing but not holding certification accepted by RID
Student- Member enrolled in an interpreting program
Supporting- Member who supports RID but is not engaged in interpreting or transcribing

This card is valid only if all dues and fees are paid.
Card bearer subscribes to the Code of Professional Conduct.
This card remains the property of RID Inc. and must be surrendered upon request.

Registry of Interpreters for the Deaf, Inc.
335 Commerce Street
Alexandria, VA 22314
703.838.0050 V, 703.838.0459 TTY
703.838.0454 Fax, www.rid.org





Linda Bove

Certification

Certified Deaf Interpreter October 2004—present
Conditional Legal Interpreting Permit- Relay September 2010 -present
Certified Deaf Interpreter-Provisional November, 1999 until 2004
AZ Licensure Legal-D December 2012
NV Registered June 2014

Educational Background

Gallaudet University 1968 Washington D.C.
Bachelor of Sciences, Library Science
Introduction to Interpreting, California State University, Northridge Tracy
Clark Fall 1999

Professional

Experience

Intermediary Interpreter

Los Angeles Superior Courts, Ventura Superior Courts, Contra Costa Superior Courts, San Francisco Superior Courts Arizona Maricopa/Pima Courts, Summer 1997 to Present,

- Superior and Municipal Courts
- Interpreted for Adults, Juveniles, and Mental Health
- Interpreted in traffic, appearances, depositions, and trials
- Interpreted in attorneys' sessions and depositions
- Interpreted for reviews of conservatorships; contested conservatorships
- Family law, juvenile delinquency and small claims proceedings
- Vocational Rehabilitation sessions

Professional Training

- "Introduction to Legal Interpreting" Carla Mathers/Risa Shaw Pomona, California March 27-28, 1999 & April 10-11, 1999 28 hours
- "Court Interpreters Ethics Workshop" Julie Johnson Costa Mesa, California July 31, 1999 8 hours
- "Deaf Interpreting for Deaf Persons" Eileen Forestal/Mary Darragh-MacLean New York City November 6 & November 20, 1999 13 hours
- "Introduction to Legal Interpreting" Carla Mathers/Catherine Thomas Oakland March 3-5, 2000 23 hours
- "Introduction to Interpreting in Legal Settings" Carla Mathers Las Vegas, NV April 6-9, 2001 28 hours
- "Interpreting in the Law Enforcement Setting/Deaf and Hearing Teams in

Court" Carla Mathers/ Lisa Gonzales Oakland, CA February 1-4, 2001 40 hours.

- "Interpreting for Children in Forensic Settings" Carla Mathers/Pasch McCombs Los Angeles, CA October 12-13, 2002 22 hours

- "The Code of Ethics for Deaf Interpreters" Lewis Merkin Los Angeles, CA November 1, 2003 8 hours

Statewide Interpreters Conference" Judicial Council of California Los Angeles, CA September 18, 2004 6 hours

- "Analyze the Task of Interpreting" Tom Moran Los Angeles, CA October 23, 2004 6 hours

- "CDI Training" Byron Bridges Los Angeles, CA August 19 & 20, 2005 9 hours

- Mental Health Interpreter Training, The Alabama Department of Mental Health, Montgomery, Alabama, September 2006, 45 hours

Registry of Interpreters of the Deaf, National Conference, San Francisco, 2007 25 hours,

Registry of Interpreters of the Deaf, National Conference, Philadelphia, 2009 20 hours

Legal Interpretation Workshop, Deaf Community Services, San Diego, 2010 16 hours

National Association of Judiciary Interpreters and Translators as co-presenter, Long Beach, May 2011, 6 hours

Registry of Interpreters of the Deaf, National Conference, Atlanta, GA, July 2011 15 hours

Institute of Legal Interpreting, MARIE & CATE, University of Northern Colorado, Colorado, April 2012, 1.775 CEUs

Registry of Interpreters of the Deaf, National Conference, Indianapolis, IN, August 2013, 34 hours

Registry of Interpreters of the Deaf, Regional 5, San Diego, June 2014, 8 hours.

Institute of Legal Interpreting, Marie & Cate, University of Northern Colorado, Denver, CO, August 2014, 20 hours

Work as a Team: Interpreting in VR Settings, Western Region Interpreter Education Center, Phoenix, AZ, April 11, 2015, 10 hours

ASL Court Interpreting Seminar, National Interpreting Education, Tucson, AZ, June 6-7, 2015, 16 hours

TERPEXpo, Conference, Phoenix, AZ, November 6-8, 2015, 24 hours.

AZAD/NAD Biennial Conference, Phoenix, AZ, November 11, 2015, 4.5 hours.

Legislative Training/Community Action Planning, Phoenix, AZ, March 5, 2016, 8 hours

I Don't Do Drama, Presenter, Nevada Registry of the Interpreters for the Deaf, September 17, 2016, 6 hours.

References:

Los Angeles Superior Courts, Interpreters' Office,
(213) 974-5449 ; sign@lasuperiorcourt.org

- LifeSigns @ GLAD (323) 550-4210
- VenturaCountyCourthouse, Tracy Clark (805) 654-2937;
ASLCourts@ventura.courts.ca.gov
- Superior Court of California, County of Contra Costa, Interpreters' office (925) 957-5777 INTRPS@contracosta.courts.ca.gov
- San Francisco Superior Courts, Interpreter's Office (415) 553-9594
- Preston Bass Interpreting Service, Las Vegas, (702) 228-5181,
mail@prestonbass.com

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Certified
CDI, CILIP®

RID

Member No. 22525
Valid thru: 6/30/2019

Melvin A. Walker, President
Registry of Interpreters for the Deaf, Inc.



Linda Bove

License # [REDACTED]

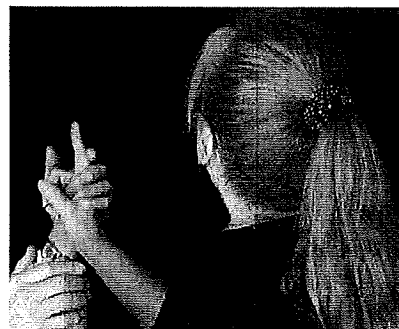
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American Sign Language
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LEGAL D


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Julianne Wasisco



OBJECTIVE: Certified Deaf Interpreter/Legal

To facilitate communication as invisibly as possible between Deaf individuals who use unique communication and language styles and Hearing interpreters, signers or other Deaf individuals in a variety of settings by incorporating my skills and knowledge of tactile, low-vision, minimal language and foreign/gestural signed languages. Really enjoy Mental Health but will do legal, intake, counseling and other settings.

WORK EXPERIENCE:

Deaf Interpreter

1980-Present.....Arizona/Illinois
Interpret for tactile, low vision and minimal language deaf individuals in a variety of settings including state, private and public events. Total of 10,000+ hours since October 2006

Jr. High Teacher/Approximate Speech Therapist

1997-2000.....Phoenix, AZ
SUB Computer Teacher Jr High at PDSD
Approximate Speech Therapist Elementary at PDSD

Individual Support Provider

1995-1997.....Westmont, IL
Provided one-on-one support to a developmentally disabled deaf individual. Duties included traveling with, interpreting for, budgeting for and shopping with the individual. ADVOCATE/interpreter

Deaf Specialist-Dupage Center for Independent Living

1995-1997.....Glen Ellyn, IL
Provided services, referrals and advocacy to a variety of deaf individuals seeking employment, housing, legal advocacy and other services. Helped individuals fill out applications and other necessary paperwork. ADVOCATE/interpreter

Adjunct Faculty

1988-1990.....Aurora, IL
Tutoring Lab Coordinator in the DSP at Waubensee Community College
Taught ASL and ASL conversational in the Interpreter Training Program
Volleyball Coach for WCC DSP students. Developed training Manual for tutors

Adjunct Faculty

1987-1988.....Elgin, IL
Elgin Community College. Interpreter Training Program.

Adjunct Faculty

1985-1987.....Schaumburg, IL
Harper College. Interpreter Training Program

PROFESSIONAL MEMBERSHIP:

Registry of Interpreters for the Deaf 2006 to present
Arizona RID 2006 to present
RID-Deaf Caucus Past Chair
Arizona RID-PDI Past Chair
NAD National Associate for the Deaf
Arizona RID Mentorship Co-Chair 2009 to present
Arizona Commission for the Deaf and Hard of Hearing (Commissioner 2008 to present)
RID National Level Certificate Committee

ACCOMPLISHMENT/TRAINING/VOLUNTEER:

Founder and appointed RID Professional Deaf Interpreter (AZ-PDI) 2007
Arizona Interpreter Licensure Taskforce 2006-2007
Arizona Commission for the Deaf and H of H (ACDHH) Secretary 2008-2011
Arizona Commission for the Deaf and H of H (ACDHH) Reappointed Vice Chair 2011-2014
ACDHH Interpreter Application Review Committee 2008 – current
ACDHH Interpreter Application Review Committee Chair 2010 – current
Elected RID Deaf Caucus Chair 2007 – 2009 Re-elected 2009 – 2011
Co-Chair RID IDP/Deaf Caucus Community Forum 2009 PA
Co-Chair RID IDP/Deaf Caucus Community Forum 2011 GA
Co-Chair RID IDP/Deaf Caucus Community Forum 2013 IN
Deaf Caucus Yahoo Group 2007 to today 100 members
Deaf Caucus on Facebook founder 2007 moderator - current
Founder CDI Page on Facebook 2012 - current
Arizona PDI on Facebook 2007 – 2013 (founded and moderated)
Arizona RID State Conference Committee September 2012
Region V Hawaii Conference Interpreter Committee Co-Chair 2012
2 year CDI training curriculum for PHX College Scope of Work Taskforce 2003-2006
RID Certification Committee 2011-2013 (re-appointed to 2015)
Website owner for '2 Be Certified Deaf Interpreter' 2006 – current (2bcdi.com)
Website/blog/vlog owner 'Journey of a CDI 2006 – current (journeyofacdi.com)
2015 Deaf Interpreter Conference (DIC1) Committee Registration Chair
2017 Deaf Interpreter Conference (DIC2) Committee Registration Chair
Founder National Deaf Interpreter (NDI) 2017
Phoenix College IPP mentor (2017, 2018 and 2019)

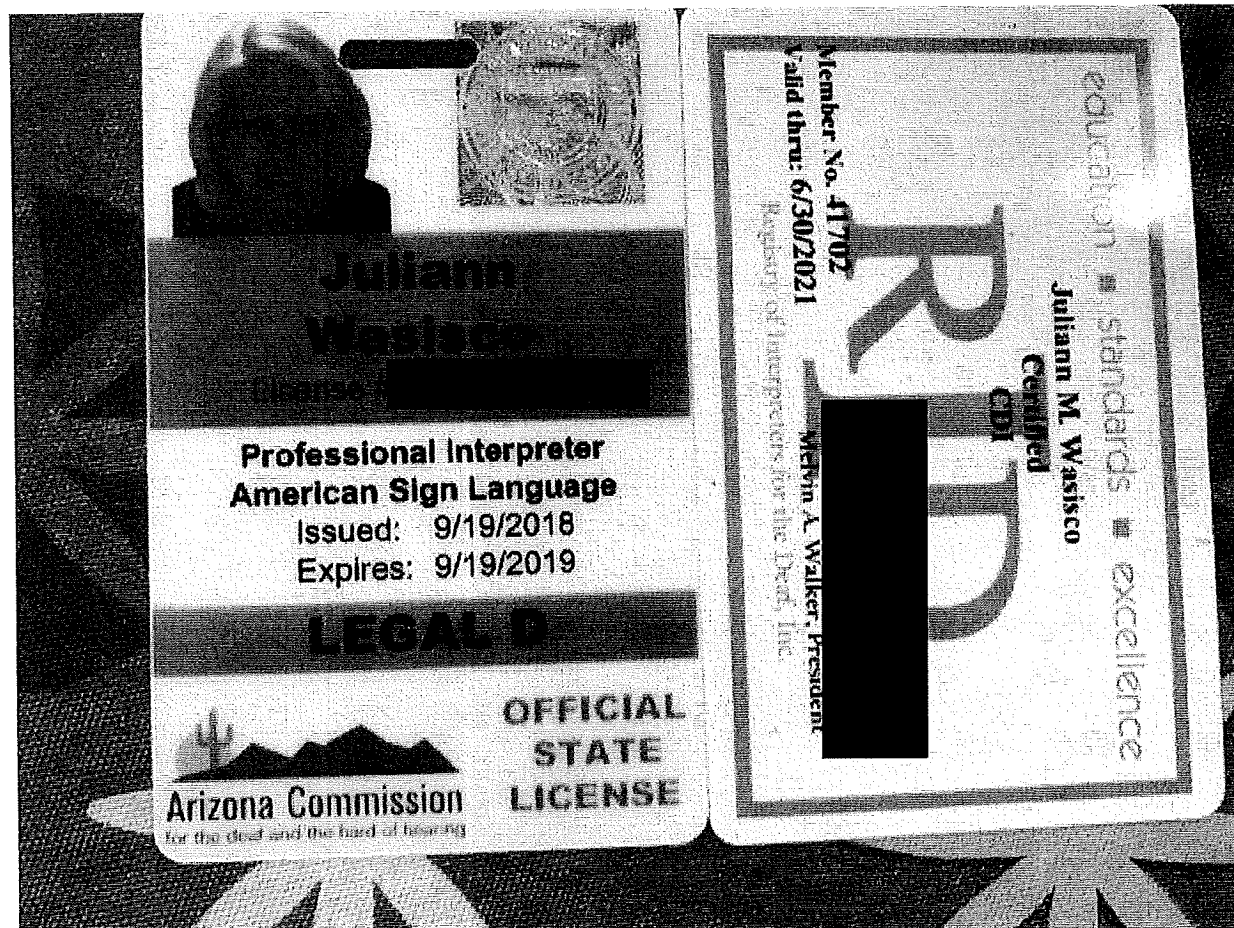
CEUs

Accumulated over 300 hours for 2011 to 2015)
Accumulated over 30 hours for 2016 - 2019

RID Certified [REDACTED] current to 7-2021
Legal License current to 9-2019

Flu 10/18
TB Negative 12/18

Juliann Wasisco CDI LLC 2014



**Juliann
Wasisco**

**Professional Interpreter
American Sign Language**

Issued: 9/19/2018
Expires: 9/19/2019

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Member No. 41702
Valid thru: 6/30/2021

Martin A. Walker, President
Registry of Interpreters for the Deaf, Inc.

RDP

**Certified
CBI**

Juliann M. Wasisco

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Test Results

Professional Court Interpreting and Translations

Name:
Eng, Leung

ID:
7672

Requisition # / Misc:
—

Office:
—

Test:
Chinese, Cantonese Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
August 27, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays a range of vocabulary equivalent to that of a well-educated native speaker.

These test scores are defensible for their intended use only.
ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

ALTA Language Services, Inc.
3355 Lenox Road NE, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 1.888.465.4648
1.404.920.3817
Fax 1.404.920.3801
Email testing@altalang.com

2018D352.818.378065



Test Results

Professional Court Interpreting and Translations

Name:
Eng, Leung

ID:
7672

Requisition # / Misc:
—

Office:
—

Test:
Chinese, Mandarin Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
August 27, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the level of a well-educated native speaker and demonstrates superior use of complex structures.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

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Email testing@altalang.com

2018D352.818.378063



Test Results

Professional Court Interpreting and Translations

Name:
Eng, Leung

ID:
7672

Requisition # / Misc:
—

Office:
—

Test:
English Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
August 27, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

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Email testing@altalang.com

2018D352.818.378062

Leung Eng

Objective	Chinese Mandarin and Cantonese Interpretation, verbal and written document translation		
Experience	2006-1982	Various Agencies	Phoenix, AZ
	Independent Contractor: Interpreter		
	▪ Court Interpreter for City of Phoenix, City of Glendale, City of Scottsdale, and U.S. District Court, and occasional Maricopa County Superior Court ▪ Mayo Clinic: Medical Interpretation for International clients ▪ Lawyer's Offices: Depositions, Insurance Investigation Depositions, Client Interviews ▪ Arizona Department of Economic Security: Disability Determination, AHCCCS Eligibility, DES Appeals, Medical visits ▪ Document translation: Legal Briefs, Motor Vehicle Department Chinese language Test Manual, numerous Birth Certificates, Bachelor's and Master's Diplomas, and Divorce papers, and Domicile Records.		
	2005-2000	Phoenix College	Phoenix, AZ
	Customized Training and Education		
	▪ Developed and presented "Chinese Culture in Phoenix ", a one-day seminar for the City of Phoenix twice yearly..		
	1999-1968	Digital Equipment Corp	Phoenix, AZ
	Principal Engineer		
	▪ Electrical Engineer in Product Design and Development for Printers, and Workstations. This was my full time position. Digital Equipment was acquired by Compaq Computer which later was acquired by Hewlett Packard. This was my principal occupation until retirement in 1999.		
Education	1960-1967	An East Coast University	Cambridge, MA
	▪ B.S. and M.S. in Electrical Engineering		
	▪ Many education and training seminars up to the present		

WINSTON S. CHOU

PROFESSIONAL LICENSES:

- Series 6 and 63
- Life and Health
- P & C Licenses
- Court Interpreter in Federal, States, and Counties in Mandarin, Cantonese, Taiwanese, Hockienese, Hainanese, Tewchew, Cambodian, and English

WORK EXPERIENCES:

- An Experienced Interpreter in Federal, States, and Counties Courts 1991 - Present
- Financial Securities Broker with World Financial Group Jan. 2007 - Present
- Financial Securities Broker with InterSecurities, Inc. July 1997 - Dec. 2006
- Financial Securities Broker with Securities, Inc. Oct. 1996 - June 1997
- Register Representative with MetLife Insurance Co. Mar. 1995 - Sept. 1996

PASTORAL EXPERIENCES:

- Valley Chinese Church, Phoenix, AZ Mar. 2006 - present
- Valley Chinese Baptist Church, Tempe, AZ Feb. 2004 - 2006
- Chinese Baptist Church, Greenville, SC Aug. 1990 - 2004
- Chinese Christian Church, Harrisburg, PA July 1985 - 1990
- Chinese Mennonite Church, Lancaster, PA Feb. 1985 - 1986
- Eglise Alliance Chinoise de Paris, France Oct. 1982 - 1985

MINISTERIAL EXPERIENCES:

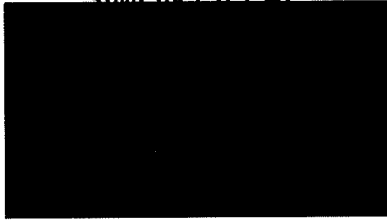
- AZ Governor' s CAB Advisory Board Member 2007 - Present
- Chairman of Arizona Chinese Pastors Association 2004 - Present
- Executive Member of Valley Rim Baptist Association 2004 - 2006
- Board Member of Church Planting in Valley Rim 2004 - 2006
- Commissioner of Greenville County Human Relations in SC 1999 - 2004
- Board Member of South Carolina International Red Cross 1991 - 2004
- Speaker of Home Mission and Foreign Mission in SC 1991 - 2004
- Church Growth Consultant, SC Baptist Convention 1990 - 2004
- Board Member of American Red Cross, Greenville Chapter 1991 - 2004
- Chinese Devotion Speaker, WLFJ, HIS Radio, Greenville, SC 1991 - 2004
- President, Southeastern Chinese Baptist Association 1994 - 2004
- President, South Carolina New Work Fellowship 1994 - 1998

-Mission Director, Southeastern Chinese Baptist Association	1990 - 1998
-Board Member of Committee on Committees, SCB Convention	1997
-Member of Time, Place & Preacher Committee, SCB Convention	1995
-Board Member of Admission Committee, Greenville B. Assoc.	1990 - 1995
-First Vice-President, Southeastern Chinese B. Fellowship	1990 - 1993
-Secretary/Treasurer, SC New Work Fellowship, Baptist	1990 - 1993
-Chaplain, Holy Spirit Hospital, Camp Hill, PA	1988 - 1990
-Counselor, PA Hospice Program Agency, Harrisburg, PA	1986 - 1990
-Executive Board Member of Mennonite Mission Board, PA	1989 - 1990
-Board Member of Mennonite Mission Board, Lancaster, PA	1988 - 1990
-President, Mennonite Chinese Pastor Association	1988 - 1990

EDUCATION:

-Singapore Bible College, Singapore -	B.Th. with Honors	1978
-Trinity Theological Seminary, Singapore -	M.Div.	1982

SIMON PILLAI



Interpretation Languages : **Hindi, Gujarati, Malayalam, Urdu and Marathi**
Member : Arizona Court Interpreters Association

Studying **criminal justice** at the Maricopa Community College since Aug 2009.
Achieved Certificates in Justice Studies, Victimology and Homeland Security with high GPA.

Summary:

- Five plus years of social work experience.
- Recognized by International Justice Mission for being instrumental in the growth of IJM from an investigative staff of one to a current investigative staff of over 18.
- Completed background investigations of new staff
- **Use interpersonal and communication skills to interact with authority figures and local police and government officials.**

Successfully completed interpretation tests in Hindi and Gujarati for Lionbridge (exclusive contractors for immigration courts in the US) and Gujarati, Marathi and Malayalam for Cyracom (medical and insurance interpretation services)

Experience:

International Justice Mission
Liaison officer/Investigator

Mumbai, India
July 2001 to Feb 2006

- Investigated crimes and questioned witnesses.
- Trained operatives and fresh investigators.
- Examined scene of crime to obtain clues and gather evidence.
- Investigated suspected persons and reported progress of investigation.
- Supervised about 10 employees, scheduled work hours, resolved conflicts, and determined salaries.
- Effectuated and assisted the police in arrest of criminals and suspects.
- **Assisted the Attorneys in assigned cases for court, according to formalized procedures.**
- **Testified before the magistrate courts and High court of the State as complainant and key witness**
- **Translated the court and Police documents from the local language to English.**

- Travelled to remote villages of India to locate witnesses so that they can be brought to testify in court. Successfully located many witnesses when the police and others had given up on search by virtue of knowledge of local language.
- Raised awareness about sex trafficking issues by speaking in workshops and seminars.
- Coordinated with the Police and other NGO's to highlight the problem of sex trafficking.
- Acted as a key liaison between the local office and the headquarters in Washington D.C.
- Created a network of stringers and local informants to gather information about sex crimes with minors.

Travelled along with western missionaries and tourists to remote villages of India to translate their sermons in local languages and to help them acclimatize with the native culture.

Education: Bachelors in Commerce. (Bombay University) Mumbai ,India

Other Awards : Citizens Police Academy with Gilbert Police Dept ,AZ.

CERT training with Gilbert Fire Dept, AZ.

Professional certification in Customer Service awarded by NRF Foundation, Washington D.C

Recognised for volunteering service at ICAN (organization working with Chandler's troubled youth.)



Test Results

Professional Court Interpreting and Translations

Name:
Gross, Kathy

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Hungarian Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12 - Superior

Test Date:
October 11, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

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Fax 1.404.920.3801
Email testing@altalang.com

2018D352.818.384894



Test Results

Professional Court Interpreting and Translations

Name:

Gross, Kathy

ID:

—

Requisition # / Misc:

—

Office:

—

Test:

English Listening & Speaking Test

Administered as:

Live Test

Overall Score:

11 - Superior Minus

Test Date:

October 11, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses most ideas clearly, hesitates rarely, and makes only occasional errors in usage.

Grammar: The candidate uses grammar close to the native speaker's level but with minor errors with complex structures.

Vocabulary: The candidate displays a broad range of vocabulary; any errors in word choice are minor.

These test scores are defensible for their intended use only.

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Email testing@altalang.com

2018D352.818.384893

CURTIS W. SNYDER

PROFESSIONAL QUALIFICATIONS

- | | | |
|----------------------------------|-------------------------------------|--|
| ▪ Quantitative Decision Analysis | ▪ Strategic Analysis | ▪ Costing and Pricing Analysis |
| ▪ Business Process Design | ▪ Financial Statement Preparation | ▪ Risk Analysis |
| ▪ Capital Budgeting | ▪ Business Planning and Development | ▪ Operations Management |
| ▪ Management Consulting | ▪ Organizational Development | ▪ Fluent in English, Spanish, and Portuguese |

EDUCATION

Master of Business Administration in Finance	May 2010
ASU W.P. Carey School of Business	Dual Emphasis in Finance and International Business
Arizona State University, Tempe, AZ	
Bachelor of Arts, Linguistics	April 2004
Minor in Portuguese	University Honors with a Thesis
Brigham Young University, Provo, UT	(Highest honor bestowed to undergraduates by University)

PROFESSIONAL EXPERIENCE

Cloud Computing Pricing Analyst	Insight Enterprises	Jan. 2012 – Present
Financial Consultant	LB 10 (Leandro Barbosa)	Jul. 2011 – Jan. 2012
Senior Financial Analyst	Pinnacle West Capital, Phoenix, AZ	Apr. 2011 – Jul. 2011
Senior Healthcare and Financial Reports Analyst	Lovitt & Touché, Tempe, AZ,	Jan. 2007 – Apr. 2011
Operations Manager	Mobile HQ, Mesa, AZ	Oct. 2005 – Jan. 2007
<i>Financial Statement Preparation/Analysis</i>	▪ Prepared GAAP compliant Financial Statements including Footnotes and Manager's Statement of Operations for SEC filings. Worked directly with independent auditors in their verification of accuracy and compliance of the Financial Disclosures required in the UFOC. ▪ Designed and implemented policies and procedures to ensure accuracy and timeliness of accounting data for both external and internal purposes. ▪ Analyzed 10-Ks and other filings and performed Fundamental Analysis to value companies.	
<i>Quantitative Decision Analysis</i>	▪ Analyzed massive amounts of data from cloud service providers (Microsoft, Cisco, HP, IBM among others) for Fortune 1,000 companies. (Spreadsheets with hundreds of thousands of rows of data) ▪ Prepared and presented aggregated cloud usage and trending data for the CEO, CFO and leadership team on a weekly basis. ▪ Supported presales efforts by preparing and presenting complex data in an efficient and effective way. ▪ Data mining of current customer base to identify cross sale/up sale opportunities. ▪ Developed strategic customized action plans for a budget of \$238 million based on claims trends and benchmark analysis and recommended cost and risk management techniques and strategies. ▪ Designed and created a proprietary database system to analyze client's healthcare spending and prepare automated financial "Dashboard Reports" for client's C-Level management.	
<i>Business Process Design and Implementation</i>	▪ Worked with many different cross functional teams including Field Services, Pre Sales, and Sales to design and implement new market offerings and provide ongoing analysis for organizational alignment. ▪ Conceptualized and established the organizational infrastructure required for the founding and development of a retail wireless franchise. ▪ Designed and implemented a trained personnel customized Point-of-Sale system for each franchised location and managed fluid integration with corporate accounting system to aggregate financial data.	
<i>Costing and Pricing Analysis</i>	▪ Created and presented to leadership (CFO, SVPs) complex cloud computing managed services offering models. We were first to market on many of these unique service offerings. ▪ Trained Pre-sales and Sales team to use and interpret data from the models I created. ▪ Established procedural guidelines required for accurately determine the cost (and pricing model) for the entire array of services provided nationwide by corporate franchisor. ▪ Created and outlined the process for franchisees to follow for costing and pricing individual inventories upwards of 18,000 items as well as services offered in their respective retail locations.	
<i>Strategic Analysis</i>	▪ Analyzed exchange rates and consulted on the timing and logistics of strategic international investments in Brazil. ▪ Consulted on Mergers and Acquisitions and completed in depth valuations of businesses in preparation for selling and buying of companies. ▪ Analyzed inventory supplier's logistical capabilities and product offerings and negotiated operational relationships to optimize the company's ability to attain strategic goals. ▪ Evaluated and analyzed market-specific and company-specific data to identify qualified candidate franchisees to ensure success of strategic objectives.	

CURTIS W. SNYDER

PROFESSIONAL QUALIFICATIONS

- | | | |
|----------------------------------|-------------------------------------|--|
| ▪ Quantitative Decision Analysis | ▪ Strategic Analysis | ▪ Costing and Pricing Analysis |
| ▪ Business Process Design | ▪ Financial Statement Preparation | ▪ Risk Analysis |
| ▪ Capital Budgeting | ▪ Business Planning and Development | ▪ Operations Management |
| ▪ Management Consulting | ▪ Organizational Development | ▪ Fluent in English, Spanish, and Portuguese |

EDUCATION

- | | |
|--|--|
| Master of Business Administration in Finance | May 2010 |
| ASU W.P. Carey School of Business
Arizona State University, Tempe, AZ | Dual Emphasis in Finance and International Business |
| Bachelor of Arts, Linguistics | April 2004 |
| Minor in Portuguese | University Honors with a Thesis |
| Brigham Young University, Provo, UT | (Highest honor bestowed to undergraduates by University) |

PROFESSIONAL EXPERIENCE

- | | | |
|---|------------------------------------|-----------------------|
| Cloud Computing Pricing Analyst | Insight Enterprises | Jan. 2012 – Present |
| Financial Consultant | LB 10 (Leandro Barbosa) | Jul. 2011 – Jan. 2012 |
| Senior Financial Analyst | Pinnacle West Capital, Phoenix, AZ | Apr. 2011 – Jul. 2011 |
| Senior Healthcare and Financial Reports Analyst | Lovitt & Touché, Tempe, AZ, | Jan. 2007 – Apr. 2011 |
| Operations Manager | Mobile HQ, Mesa, AZ | Oct. 2005 – Jan. 2007 |

Financial Statement Preparation/Analysis

- Prepared GAAP compliant Financial Statements including Footnotes and Manager's Statement of Operations for SEC filings. Worked directly with independent auditors in their verification of accuracy and compliance of the Financial Disclosures required in the UFOC.
- Designed and implemented policies and procedures to ensure accuracy and timeliness of accounting



Language Evaluation Candidate Summary

Zestrijan, Elena (5449)

6/26/08

Romanian

Listening and Speaking Test

Overall Score: 12 - Fluent

Comments:

The candidate understands a wide range of speech at any speed and complexity.

The candidate uses grammar at the native speaker's level and has a complete understanding of the verb and noun system.

The candidate displays an extensive range of vocabulary and chooses words with precision.

6/27/08 8:24:16 AM



Language Evaluation Candidate Summary

Zestrijan, Elena (5449)

6/26/08

English

Listening and Speaking Test

Overall Score: 12 - Fluent

Comments:

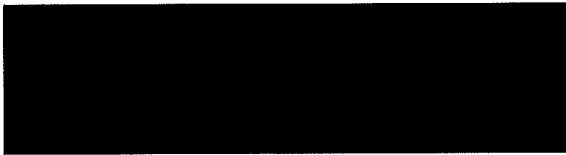
The candidate understands a wide range of speech at any speed and complexity.

The candidate uses grammar at the native speaker's level and has a complete understanding of the verb and noun system.

The candidate displays an extensive range of vocabulary and chooses words with precision.

6/27/08 2:56:42 PM

ELENA ZESTRIJAN



CAREER SUMMARY:

Accounting and Financial/Budget Analysis backgrounds in publishing, and government operations. Extensive experience in all phases of accounting and analysis. Development and implementation of systems. Extensive knowledge and use of personal computers.

EXPERIENCE:

June 1, 1978 – March 17, 2000 - Phoenix Newspapers, Inc. – Phoenix, Arizona

Financial/Budget Analyst, General Accounting. Performed all phases of accounting, preparation of Financial Statement, variance commentary to budget and history, coordination of budget/forecasts, operating revenue and operating expense, provisions and all necessary schedules for the Board of Directors quarterly meeting, Company banking and investments, Reconciliation of bank accounts/statements.

September 18, 2000 to March 31, 2006 – Arizona Corporation Commission, Phoenix, Arizona.

Public Utilities Auditor III. Reviewing, qualifying and auditing of the Public Utility Rate applications. Prepare Staff Report and/or Testimony for the Open Meetings, make recommendations, testifying/defending audit findings in hearings and Open Meetings

INTERPRETING/TRANSLATING EXPERIENCE

April, 1969 through September, 1972, while employed by the City of Footscray, Footscray, Victoria, Australia I had the opportunity to assist with a variety of languages, for a large number of immigrants, from traffic violations to civil matters, criminal matters and pure silly cases. I worked with the City Health Inspectors, Police Department, FBI, Immigration, Hospitals, Schools, etc.

Most recent interpreting experience, from December 1999 to present I have assisted with DUI's, traffic violations, domestic violations,

medical/psychiatric evaluations, criminal trials, variances in elementary schools, divorce issues, compensation hearings, DES-PHD interviews/evaluations, arbitrations, Federal criminal cases, depositions, etc.

Phoenix Municipal Court, US District Court, Glendale Municipal Court, Superior Court, Industrial Commission, PHD - MD offices, Schools, etc.

Languages: Romanian and Serbo-Croatian (Bosnian)
Speak, write and read (Latin and Cyrillic alphabet).

Rimma Tsiouris



PROFESSIONAL EXPERIENCE

Over 15 years of experience in:

Interpreter from/into Russian/Ukrainian/English

Interpreting in US immigration courts as an independent contractor for LionBRIDGE (formerly Berlitz), Arizona Superior Court, Arizona Federal court, municipal courts, as well as various law firms (depositions, prenuptial agreements, etc.).

Interpreting for visiting dignitaries from the CIS including participants of the advanced executive program under the auspices of Arizona State University, and participants of US Government sponsored exchange programs that included senior CIS government and military officials.

Interpreting at conferences in the fields of:

- epidemiology and infectious diseases
- civil engineering
- housing and construction

Interpreting for leading companies in aerospace (United Technologies, Pratt & Whitney, Hamilton Standard, Honeywell, Khrunichev Space Center, NASA, Eurockot, Iridium), and telecommunications (Motorola).

Senior Technical Analyst and Translator

International Cancer Research Data Bank Project for the National Cancer Institute at Franklin Institute Research Center, Philadelphia, PA.

Information Analyst and Translator

Biosciences Information Services (BioSIS, publisher of Biological Abstracts), Philadelphia, PA.

Adjunct Lecturer of the Russian Language

United States Coast Guard Academy, New London, Connecticut
University of Connecticut, Storrs, Connecticut
Connecticut College, New London, Connecticut

Rimma Tsiouris



EDUCATION

Master of Arts in Comparative Literature, University of Connecticut, Storrs

Diploma (Equivalent to M.A.) in English and Philology, Teacher Certification in English and English Literature, University of Chernovtsy, USSR

HONORS AND AWARDS

Summa Cum Laude graduate of the University of Chernovtsy

Name inscribed in the University of Chernovtsy Book of Honor

Recipient of a "University of Chernovtsy Distinguished Scholarship" awarded upon receiving an "A" in all examinations

Graduated Valedictorian and awarded the Gold Medal from High School

PUBLICATIONS

Translation of V. Mayakovskiy's letters in "I Love", by Ann and Samuel Charters, published by Farrar Straus and Giroux, New York, 1979

Translation of I. Golomstock's article "The Future of Soviet Art" in New Art from the Soviet Union, ed. by N. Dodge and A. Hilton, Washington, D.C., 1977

CERTIFICATIONS

Certified by Berlitz Globalnet to interpret in immigration courts from/into Russian, Ukrainian and English languages

PROFESSIONAL ASSOCIATION MEMBERSHIP

Arizona Court Interpreters Association

PERSONAL

Citizenship: USA

Country of Birth: Belarus

Arizona Supreme Court

Arizona Credentialed Court Interpreter

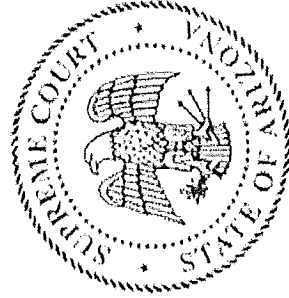
The Arizona Court Interpreter Credentialing Program, in recognition of the satisfactory completion of all requirements under the provisions of Arizona State Judiciary Administrative

Order 2016-02, hereby bestows upon

IBTISSAM MAHAYNI

a Tier 1 Arizona Court Interpreter Credential,
for foundational knowledge and language ability.

Arizona Court Interpreter ID: AZ-10022



Signed this 30th day of August, 2019.


David K. Byers
Administrative Director, Arizona Supreme Court



Test Results

Professional Court Interpreting and Translations

Name:
Ibrahim, Ahmed

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
Somali Listening & Speaking Test

Administered as:
Live Test

Overall Score:
12-- Superior

Test Date:
October 11, 2013

Comments:

Comprehension: The candidate understands a wide range of speech but experiences a few problems if the speech is very fast or complex.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays a broad range of vocabulary; any errors in word choice are minor.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

ALTA Language Services, Inc.
3355 Lenox Road NE, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 1.888.465.4648
1.404.920.3817
Fax 1.404.920.3801
Email testing@altalang.com

2018D352.818.385008



Test Results

Professional Court Interpreting and Translations

Name:
Ibrahim, Ahmed

ID:
—

Requisition # / Misc:
—

Office:
—

Test:
English Listening & Speaking Test

Administered as:
Live Test

Overall Score:
10 - Advanced Plus

Test Date:
October 11, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate hesitates occasionally and often makes mistakes with long, complex structures, idioms, and subtleties.

Grammar: The candidate uses and controls common structures and most advanced structures with ease. Mistakes with complex structures are present but do not affect understanding.

Vocabulary: The candidate displays a broad range of vocabulary but does not use idiomatic expressions correctly.

These test scores are defensible for their intended use only.

ALTA is not responsible for proctoring tests.

To ensure accurate test results, clients must ensure proper proctoring procedures are being followed.

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3355 Lenox Road NE, Suite 510
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www.altalang.com

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1.404.920.3817
Fax 1.404.920.3801
Email testing@altalang.com

2018D352.818.385007



Test Results

Professional Court Interpreting and Translations

Name:

Wasir, Duran

ID:

—

Office:

—

Test:

Somali Listening & Speaking Test

Administered as:

Live Test

Overall Score:

12 - Fluent

Test Date:

October 14, 2013

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses most ideas clearly, hesitates rarely, and makes only occasional errors in usage.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.

These test scores are defensible for their intended use only.

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3355 Lenox Road, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 888.465.4648
404.920.3817
Fax 404.920.3801
Email testing@altalang.com

2013D288.1400.385019



Test Results

Professional Court Interpreting and Translations

Name:

Wasir, Duran

ID:

—

Office:

—

Test:

English Listening & Speaking Test

Administered as:

Live Test

Overall Score:

10 - Advanced Plus

Test Date:

October 14, 2013

Comments:

Comprehension: The candidate has a good understanding of complex structures but has difficulty with fast speech and some idioms.

Communication: The candidate has some difficulty communicating with complex structures, idioms, and subtleties.

Grammar: The candidate uses grammar close to the native speaker's level but with minor errors with complex structures.

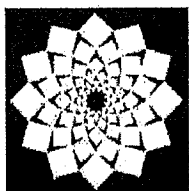
Vocabulary: The candidate displays a broad range of vocabulary but does not use idiomatic expressions correctly.

These test scores are defensible for their intended use only.

ALTA Language Services, Inc.
3355 Lenox Road, Suite 510
Atlanta, GA 30326
www.altalang.com

Tel 888.465.4648
404.920.3817
Fax 404.920.3801
Email testing@altalang.com

2013D288.844.385018



ACTFL

American Council on the Teaching of Foreign Languages

certifies that

Mario Barajas

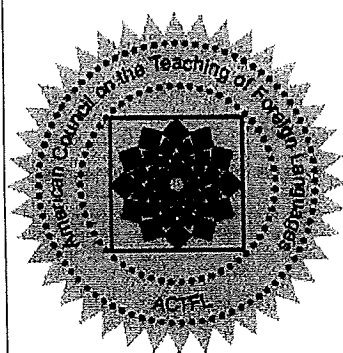
Test Type
Official OPIc

Test Date
07/21/2017

Language
Spanish

has qualified as an Advanced Mid speaker according to the ACTFL Proficiency Guidelines

Advanced Mid



Executive Director

Date Issued: 07/26/2017

Date of Expiration: 07/26/2019

LTI - The ACTFL Testing Office

Certificate Code: [REDACTED]

• Advanced Mid - ACTFL Proficiency Guidelines 2012 - Speaking

ACTFL Certified Rating System

OPIc

• Superior

• Advanced High

• Advanced Mid

• Advanced Low

• Intermediate High

• Intermediate Mid

• Intermediate Low

• Novice High

• Novice Mid

• Novice Low

Advanced Mid

Speakers at the Advanced-Mid level are able to handle with ease and confidence a large number of communicative tasks. They participate actively in most informal and some formal exchanges on a variety of concrete topics relating to work, school, home, and leisure activities, as well as to events of current, public, and personal interest or individual relevance.

Advanced-Mid speakers demonstrate the ability to narrate and describe in all major time frames (past, present, and future) by providing a full account, with good control of aspect, as they adapt flexibly to the demands of the conversation. Narration and description tend to be combined and interwoven to relate relevant and supporting facts in connected, paragraph-length discourse.

Advanced-Mid speakers can handle successfully and with relative ease the linguistic challenges presented by a complication or unexpected turn of events that occurs within the context of a routine situation or communicative task with which they are otherwise familiar. Communicative strategies such as circumlocution or rephrasing are often employed for this purpose. The speech of Advanced-Mid speakers performing Advanced-level tasks is marked by substantial flow. Their vocabulary is fairly extensive although primarily generic in nature, except in the case of a particular area of specialization or interest. Dominant language discourse structures tend to recede, although discourse may still reflect the oral paragraph structure of their own language rather than that of the target language.

Advanced-Mid speakers contribute to conversations on a variety of familiar topics, dealt with concretely, with much accuracy, clarity and precision, and they convey their intended message without misrepresentation or confusion. They are readily understood by native speakers unaccustomed to dealing with non-natives. When called on to perform functions or handle topics associated with the Superior level, the quality and/or quantity of their speech will generally decline. Advanced-Mid speakers are often able to state an opinion or cite conditions; however, they lack the ability to consistently provide a structured argument in extended discourse. Advanced-Mid speakers may use a number of delaying strategies, resort to narration, description, explanation or anecdote, or simply attempt to avoid the linguistic demands of Superior-level tasks.

Mario C. Barajas



Objective

Commitment and dedication to providing you the best interpreting and translation as possible. To use my interpreter skills *and* my ability to sight-read and translate orally in a manner that will further enhance any agency.

Experience

2003 - Present Contract Interpreter Phoenix, AZ.

Contract Interpreter

I can sight-read and translate orally in a fluent manner. Having established a solid reputation for my simultaneous interpreting skills and professionalism as a Spanish Contract interpreter, I've worked in many different settings such as:

- Depositions
- School, business, mediation and political meetings
- Criminal docket in City Courts and Superior Court
- Medical Evaluations
- Conferences
- Teleconferences
- Hearings

For different entities such as:

- Arizona Industrial Commission
- Arizona Department of Economic Security
- Maricopa County Superior Court
- City of Phoenix
- City of Chandler
- City of Tempe
- City of Surprise
- Child Protective Services
- Disability Determination Services Administration (DDSA)
- Paradise Valley School District

Education

Agnese Haury Institute for Court Interpretation University of Arizona
Southern California School of Interpretation,
Attended Dozens of Trainings and Interpreting Workshops

1998-2003 Self-Employed Hawaiian Gardens, CA

Owner - Diversified Office Machines

- Started small business from scratch.
- Increased sales and service each following year in business.
- Managed sales, service calls, and own bookkeeping.

1992-1997 Certified Office Equipment Hermosa Beach, CA

Technician - Service Manager

- Brought in new area of service (laser printer repair) where non-existent before.
- Headed up service department, while taking charge of ordering parts.
- Increased service business with all-around skills brought in.
- Only technician with skills to repair all four office machines areas (copiers, fax machines, typewriters and printers).

Developed excellence in service training courses.

1990-1992 Riviera Office Machines Redondo Beach, CA

Technician

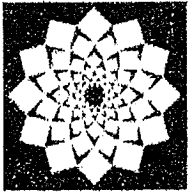
- Serviced and maintained office machines for several big contracts including Redondo Beach Police Department and TRW.
- Rapidly gained knowledge on different types of office machines by attending many training seminars.

Often commended on quick progress of technical skills.

Education

1994-1997 Artesia High School Lakewood, CA

1990-Present Attended many training seminars on office machine repair including National Office Machine Dealers Association, Thompson & Thompson, Sharp and Hewlett Packard.



ACTFL

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certifies that

Carmen Cota

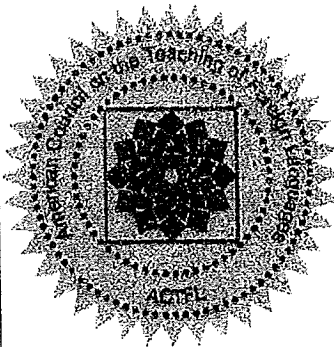
Test Type
Official OPIc

Test Date
07/20/2017

Language
Spanish

has qualified as an Advanced Mid speaker according to the ACTFL Proficiency Guidelines

Advanced Mid



Executive Director

Date Issued: 07/26/2017

Date of Expiration: 07/26/2019

LTI - The ACTFL Testing Office

Certificate Code: 1790741-4B0D95

• Advanced Mid - ACTFL Proficiency Guidelines 2012 - Speaking

ACTFL Certified Rating System

OPIc

• Superior

• Advanced High

• **Advanced Mid**

• Advanced Low

• Intermediate High

• Intermediate Mid

• Intermediate Low

• Novice High

• Novice Mid

• Novice Low

Advanced Mid

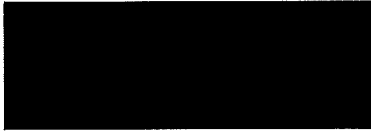
Speakers at the Advanced-Mid level are able to handle with ease and confidence a large number of communicative tasks. They participate actively in most informal and some formal exchanges on a variety of concrete topics relating to work, school, home, and leisure activities, as well as to events of current, public, and personal interest or individual relevance.

Advanced-Mid speakers demonstrate the ability to narrate and describe in all major time frames (past, present, and future) by providing a full account, with good control of aspect, as they adapt flexibly to the demands of the conversation. Narration and description tend to be combined and interwoven to relate relevant and supporting facts in connected, paragraph-length discourse.

Advanced-Mid speakers can handle successfully and with relative ease the linguistic challenges presented by a complication or unexpected turn of events that occurs within the context of a routine situation or communicative task with which they are otherwise familiar. Communicative strategies such as circumlocution or rephrasing are often employed for this purpose. The speech of Advanced-Mid speakers performing Advanced-level tasks is marked by substantial flow. Their vocabulary is fairly extensive although primarily generic in nature, except in the case of a particular area of specialization or interest. Dominant language discourse structures tend to recede, although discourse may still reflect the oral paragraph structure of their own language rather than that of the target language.

Advanced-Mid speakers contribute to conversations on a variety of familiar topics, dealt with concretely, with much accuracy, clarity and precision, and they convey their intended message without misrepresentation or confusion. They are readily understood by native speakers unaccustomed to dealing with non-natives. When called on to perform functions or handle topics associated with the Superior level, the quality and/or quantity of their speech will generally decline. Advanced-Mid speakers are often able to state an opinion or cite conditions; however, they lack the ability to consistently provide a structured argument in extended discourse. Advanced-Mid speakers may use a number of delaying strategies, resort to narration, description, explanation or anecdote, or simply attempt to avoid the linguistic demands of Superior-level tasks.

CARMEN COTA



Present work Experience

▪ **Spanish Court Interpreter & Translator**

Supreme Court Foster Care Review Board

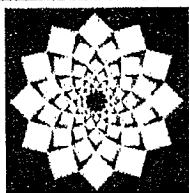
- Superior Court
- Tempe City Court
- Various law firms Depositions
- Industrial Commission of Arizona
- Workers compensation special fund
- Translation from English to Spanish and Spanish to English
- Department Of Economic Security
- Appeal Hearings
- Child Protective Services
- Medical Evaluations
- Peoria Justice Court
- Surprise Justice Court
- Psychological Evaluations
- MMPI
- Abel & Becker Sexual Interest Profile
- Paradise Valley School District
- Terros
- Southwest Behavioral Health

Previous Work Experience

15 years experience as an Oral Surgery Dental Nurse. And doctors right hand Office Manager, Insurance billing, collections, hiring staff

I am fully bilingual and have attended several work shops for interpreting & translating orientation and I have put into practice the various modes of interpreting such as consecutive, simultaneous and sight translation I am continuing my education in this field and have acquired an extensive amount of books and literature regarding this field. I feel that it comes naturally to me and can easily adapt to any setting I am placed in.

References upon request



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American Council on the Teaching of Foreign Languages

certifies that

Alexander Molina

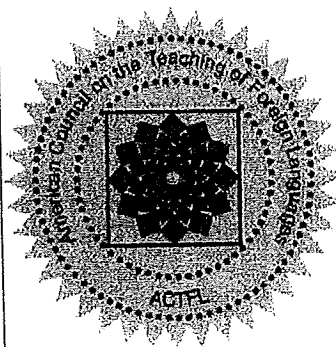
Test Type
Official OPIC

Test Date
02/01/2018

Language
Spanish

has qualified as an Advanced High speaker according to the ACTFL Proficiency Guidelines

Advanced High



Executive Director, ACTFL

Date Issued: 02/06/2018

Date of Expiration: 02/06/2020

Certificate Code: 1991400-4BD79E

Issued by: LTI

• Advanced High - ACTFL Proficiency Guidelines 2012 - Speaking

ACTFL Certified Rating System

OPIC

• Superior

• Advanced High

• Advanced Mid

• Advanced Low

• Intermediate High

• Intermediate Mid

• Intermediate Low

• Novice High

• Novice Mid

• Novice Low

Advanced High

Speakers at the Advanced-High level perform all Advanced-level tasks with linguistic ease, confidence and competence. They are able to consistently explain in detail and narrate fully and accurately in all time frames. In addition, Advanced-High speakers handle the tasks pertaining to the Superior level but cannot sustain performance at that level across a variety of topics. They can provide a structured argument to support their opinions, and they may construct hypotheses, but patterns of error appear. They can discuss some topics abstractly, especially those relating to their particular interests and special fields of expertise, but in general, they are more comfortable discussing a variety of topics concretely. Advanced-High speakers may demonstrate a well-developed ability to compensate for an imperfect grasp of some forms or for limitations in vocabulary by the confident use of communicative strategies, such as paraphrasing, circumlocution, and illustration. They use precise vocabulary and intonation to express meaning and often show great fluency and ease of speech. However, when called on to perform the complex tasks associated with the Superior level over a variety of topics, their language will at times break down or prove inadequate, or they may avoid the task altogether, for example, by resorting to simplification through the use of description or narration in place of argument or hypothesis.

ALEXANDER MOLINA

Objective

To produce higher income and reduction of expenses utilizing given resources properly without sacrificing the integrity of the company nor the one of our customers: while maintaining a professional and productive team environment within the staff. Possess excellent analytical, accounting and managerial skills. Computer program knowledge not limited to Excel, Microsoft Office. Bilingual.

Experience

2015-2016 Full Time Volunteer - Ministry Blythe, CA

Minister / Evangelizer

- Performed volunteer ministry work in the city of Blythe and in Ironwood State Penitentiary for 18 months attending the Spanish speaking field.

2004-2014 Fred Humphrey & Associates Orlando, FL

Office Manager / Architect Firm

- Processed account payables and receivables
- Processed payroll; filed taxes; completed quarterly 941 and W2 forms for employees
- Conducted background checks, Generated financials through QuickBooks Reports
- Maintained Local Server using T-1 Lines and IP digital phone system

1997-2003 Concord Management Maitland, Florida

Property Manager

- Supervised major renovation; complete property rehab including new landscaping; mildew removal; plumbing and painting
- Attended court hearings from mediation to trials
- Hire on site personnel in compliance with Federal, State and Local Laws
- Train, manage and evaluate personnel performance and their records.
- Create, propose and fulfill challenges with budget proposal and financials
- Inspected resident files and lease renewals records in order to be in compliance with tax credit regulations
- Collected and Deposited Rent, maintain accurate accounting records

1995-1997 Mc Neil Real Estate Dallas Texas

Business Manager

- Aggressive reduction of occupancy from 87% to 65% and reversed back to 97% with new clientele due to Mc Neil Real Estate new property acquisition.
- Prepared month-end accounting reports and ensured compliance with established policies and procedures always exceeding financial reports
- Expanded occupancy utilizing mass-marketing account

1984-1988 Unites States Army Ft. Bragg, NC

Warehouse Manager (76-P/ Material Control and Accounting Specialist)

- Control inventory of 20th Engineer Brigade (From bolts to Diesel Engines)
- Controls receiving; distribution of parts and inventory paying close attention to reorder points.
- Maintain control of operations to prevent time delays on repairs and meet deployment schedules on time.

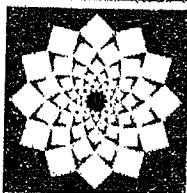
Education

HVAC Licensed; Real Estate Sales person Orlando, Florida

- 1989-1991 Valencia Community College Business Administration
- 1982-1984 University of P.R.; Rio Piedras Business Admin & Accounting

Military

1984-1988 United States, Army Ft. Bragg NC
Material Control and Accounting Specialist



ACTFL

American Council on the Teaching of Foreign Languages

certifies that

Carmen A. Molina

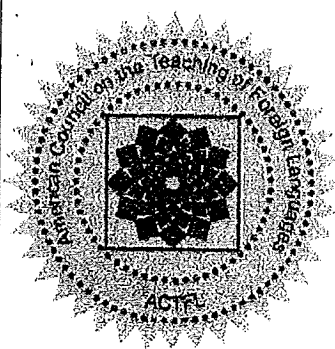
Test Type
Official OPIc

Test Date
02/01/2018

Language
Spanish

has qualified as an Advanced High speaker according to the ACTFL Proficiency Guidelines

Advanced High



Executive Director, ACTFL

Date Issued: 02/06/2018

Date of Expiration: 02/06/2020

Certificate Code: 1991401-FEA7E9

Issued by: LTI

• Advanced High - ACTFL Proficiency Guidelines 2012 - Speaking

ACTFL Certified Rating System

OPIc

• Superior

• Advanced High

• Advanced Mid

• Advanced Low

• Intermediate High

• Intermediate Mid

• Intermediate Low

• Novice High

• Novice Mid

• Novice Low

Advanced High

Speakers at the Advanced-High level perform all Advanced-level tasks with linguistic ease, confidence and competence. They are able to consistently explain in detail and narrate fully and accurately in all time frames. In addition, Advanced-High speakers handle the tasks pertaining to the Superior level but cannot sustain performance at that level across a variety of topics. They can provide a structured argument to support their opinions, and they may construct hypotheses, but patterns of error appear. They can discuss some topics abstractly, especially those relating to their particular interests and special fields of expertise, but in general, they are more comfortable discussing a variety of topics concretely. Advanced-High speakers may demonstrate a well-developed ability to compensate for an imperfect grasp of some forms or for limitations in vocabulary by the confident use of communicative strategies, such as paraphrasing, circumlocution, and illustration. They use precise vocabulary and intonation to express meaning and often show great fluency and ease of speech. However, when called on to perform the complex tasks associated with the Superior level over a variety of topics, their language will at times break down or prove inadequate, or they may avoid the task altogether, for example, by resorting to simplification through the use of description or narration in place of argument or hypothesis.

C. AZAHLIA MOLINA

Alex 6800

Professional Summary

Effectively perform administrative duties, utilizing brainstorming and problem solving abilities to perform tasks at hand in the most productive and creative manner possible. Use computer skills and knowledge to improve productivity, requiring minimal direction to become an asset to the company while maintaining a professional team environment within the staff.

Experience

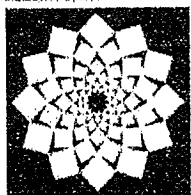
- | | | |
|---|--------------------------------------|------------------|
| 2015-2016 | School for Kingdom Evangelizers | Memphis, TN |
| <ul style="list-style-type: none">• Received bible based training and education to go minister where the need is great• Assigned to Blythe, CA for full time volunteer ministry work. Served there for 18 months. | | |
| 2006-2015 | Fred M Humphrey & Associates Inc. | Orlando, Florida |
| Project Management Administrative Assistant | | |
| <ul style="list-style-type: none">• Planning and tracking healthcare project budgets• Tracking and processing Applications for Payments, Shop Drawings, RFI's and PCO's, Releases of Liens, Notice to Owners• Scheduled Project Meetings, AHCA Inspections, Shut Down requests• Oversaw inventory and office supply purchases, Liaised with vendors for supply cost effectiveness• Tracked employee timesheets and helped process payroll using QuickBooks• Full utilization of all Windows based programs, such as Word, Excel, Power Point | | |
| 1997-2006 | Orlando Health, Facility Development | Orlando, Florida |
| Executive Administrative Assistant | | |
| <ul style="list-style-type: none">• Created and tracked spreadsheets in Excel for healthcare construction project material control• Tracked financials for construction projects• Scheduled and attended project meetings, and composed and distributed meeting minutes• Equipment coordinator, which entailed ordering and tracking all project equipment from entry to receipt• Composed letters and contracts for projects and miscellaneous office correspondence• Trained new office employees | | |

Education

- | | | |
|--|------------------|-----------------|
| Real Estate Sales person | Orlando, Florida | |
| OSHA Certified | Orlando, Florida | |
|
 | | |
| • 1984-1986 University of Miami | Miami, Florida | Pre-Engineering |
| • 1986-1988 Hillsborough Community College | Tampa, Florida | AA Degree |

References

- Upon Request



ACTFL

American Council on the Teaching of Foreign Languages

certifies that

Thanya De Paz

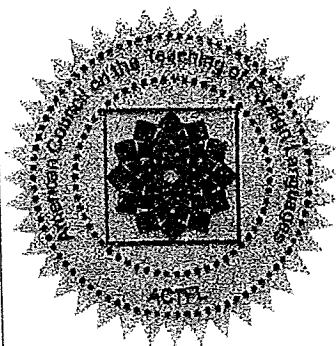
Test Type
Official OPIc

Test Date
07/20/2017

Language
Spanish

has qualified as an Advanced High speaker according to the ACTFL Proficiency Guidelines

Advanced High



Executive Director

Date Issued: 07/27/2017

Date of Expiration: 07/27/2019

LTI - The ACTFL Testing Office

Certificate Code: 1790812-2F64C1

• Advanced High - ACTFL Proficiency Guidelines 2012 - Speaking

ACTFL Certified Rating System

OPIc

• Superior

• Advanced High

• Advanced Mid

• Advanced Low

• Intermediate High

• Intermediate Mid

• Intermediate Low

• Novice High

• Novice Mid

• Novice Low

Advanced High

Speakers at the Advanced-High level perform all Advanced-level tasks with linguistic ease, confidence and competence. They are able to consistently explain in detail and narrate fully and accurately in all time frames. In addition, Advanced-High speakers handle the tasks pertaining to the Superior level but cannot sustain performance at that level across a variety of topics. They can provide a structured argument to support their opinions, and they may construct hypotheses, but patterns of error appear. They can discuss some topics abstractly, especially those relating to their particular interests and special fields of expertise, but in general, they are more comfortable discussing a variety of topics concretely. Advanced-High speakers may demonstrate a well-developed ability to compensate for an imperfect grasp of some forms or for limitations in vocabulary by the confident use of communicative strategies, such as paraphrasing, circumlocution, and illustration. They use precise vocabulary and intonation to express meaning and often show great fluency and ease of speech. However, when called on to perform the complex tasks associated with the Superior level over a variety of topics, their language will at times break down or prove inadequate, or they may avoid the task altogether, for example, by resorting to simplification through the use of description or narration in place of argument or hypothesis.

Thanya De Paz



Interpreter – Spanish

Professional Summary: Over 10 years of experience as a interpreter. Knowledgeable Interpreter with a strong command over English, and Spanish. Experience include simultaneous interpretation, consecutive interpretation and sight translation. Ability to compute sentences spoken in one language and explain them in the other. Able to adhere to interpretation standards and conforming to code of ethics. Hands on experience in providing oral translation and interpretation services between parties

PROFESSIONAL EXPERIENCE

August 2013 – Present

Professional Court Interpreters, Goodyear, Arizona

Interpreter

- Provide oral interpretation services
- Listen carefully to conversations and provide verbatim interpretation
- Ensure that the context of the language isn't altered during interpretation

September 2011 – December 2016

Synchrony Financial

Bilingual Client Service Agent

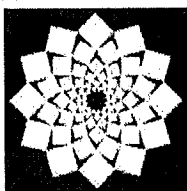
- Assisted in the processing of credit applications for Spanish speaking customers
- Interpreted questions, answers and concerns of customers
- Served on committee to improve translations of legal documents

June 1990 – January 1997

Richard Schneider Enterprises, Los Angeles, California

Freelance Interpreter

- Provide oral interpretation services for workers compensation cases and medical evaluations
- Listen carefully to conversations and provide verbatim interpretation



ACTFL

American Council on the Teaching of Foreign Languages

certifies that

Gloria San Miguel

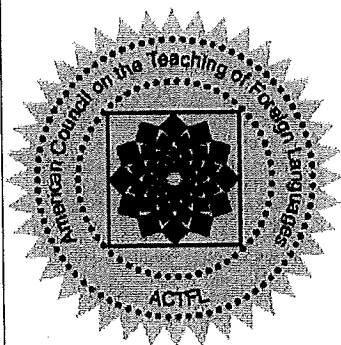
Test Type
Official OPIc

Test Date
07/20/2017

Language
Spanish

has qualified as an Advanced Low speaker according to the ACTFL Proficiency Guidelines

Advanced Low



Executive Director

Date Issued: 07/26/2017

Date of Expiration: 07/26/2019

LTI - The ACTFL Testing Office

Certificate Code: 1790799-BB2253

• Advanced Low - ACTFL Proficiency Guidelines 2012 - Speaking

ACTFL Certified Rating System

OPIc

• Superior

• Advanced High

• Advanced Mid

• **Advanced Low**

• Intermediate High

• Intermediate Mid

• Intermediate Low

• Novice High

• Novice Mid

• Novice Low

Advanced Low

Speakers at the Advanced-Low level are able to handle a variety of communicative tasks, although somewhat haltingly at times. They participate actively in most informal and a limited number of formal conversations on activities related to school, home, and leisure activities and, to a lesser degree, those related to events of work, current, public, and personal interest or individual relevance.

Advanced-Low speakers demonstrate the ability to narrate and describe in all major time frames (past, present and future) in paragraph length discourse, but control of aspect may be lacking at times. They can handle appropriately the linguistic challenges presented by a complication or unexpected turn of events that occurs within the context of a routine situation or communicative task with which they are otherwise familiar, though at times their discourse may be minimal for the level and strained. Communicative strategies such as rephrasing and circumlocution may be employed in such instances. In their narrations and descriptions, they combine and link sentences into connected discourse of paragraph length. When pressed for a fuller account, they tend to grope and rely on minimal discourse. Their utterances are typically not longer than a single paragraph. Structure of the dominant language is still evident in the use of false cognates, literal translations, or the oral paragraph structure of the speaker's own language rather than that of the target language.

Advanced-Low speakers contribute to the conversation with sufficient accuracy, clarity, and precision to convey their intended message without misrepresentation or confusion, and it can be understood by native speakers unaccustomed to dealing with non-natives, even though this may be achieved through repetition and restatement. When attempting to perform functions or handle topics associated with the Superior level, the linguistic quality and quantity of their speech will deteriorate significantly.

Gloria San Miguel

Objective

To give a general account of my knowledge, skills, and experience as owner of PCI.

Experience

June 1991-Present

Avondale, AZ

Owner of Professional Court Interpreting & Translating Services LLC

- I have 21 years of experience as a Spanish Interpreter and Translator, and 18 years of experience as a small business owner.
- I am court certified and have taken the Federal Court Interpreters Exam. I have mastered all modes of interpreting simultaneous, consecutive, and sight translations.
- I have experience with legal settings such as Jury Trials, Hearings, Depositions, Sworn Statements, Arbitrations, and Sentencing. I also have experience with Medical, Formal, and informal Settings.
- Below is a list of some of the Agencies my company PCI, and I have provided services for:

U.S. District Court of AZ – Federal Court	City Courts- Glendale, Avondale, Mesa, Phoenix Municipal
Supreme Court Foster Care Review Board	Justice of the Peace Courts- Downtown JC, East Mesa JC
Superior Court of Maricopa County	Various Law Firms- Lewis & Roca
Arizona Board of Executive Clemency	County Attorney's, Attorney Generals
Immigration/Deportation Hearings	Industrial Commission of AZ
Worker's Compensation	DES Appeal Hearings
Child Protective Services	Independent Medical Evaluations
Department of Disability Determination Services	School Districts- Deer Valley, Tempe
Behavioral Health Services- Terros, Phoenix Interfaith Counseling	

Education

- Arizona Career College –Language Communications / Phoenix College 1986-1989
- University of Arizona 1990
- -Court Interpretation Fundamentals in Court Interpretation Theory Policy & Practice 120hrs.
- Superior Court of Maricopa County, The Interpreters Manual 576hrs.
- University of Arizona Court Interpretation Approx. 120hrs.
- Legal Court Terminology and Cross-Cultural Communications, Professional Training in Interpreting and Translating
- Medical Terminology Seminars conducted through Maricopa County Hospital & Good Samaritan – Lectures on Human Anatomical Terms and the Human Skeleton

Certifications

- Approved by Department of Justice for Federal Immigration Court through Berlitz, National Center for Translation and Interpretation. Washington D.C. 1991
- Court Certified for Supreme Court of Arizona for Foster Care Review Board Hearings
- Court Certified through Superior Court of Maricopa County
- Court Certifications through the State of AZ
- Court Certified for cities of Phoenix, Mesa, Tempe, Scottsdale, Glendale, Goodyear, Tolleson

Memberships

- Member of the American Translators Association
- Member of the National Association of Judicial Interpreters
- Member of the California Interpreters Association

References

- Available upon request

PCI

555 E. Plaza Circle Dr. Ste. B, Litchfield Park, AZ 85340

Office: (623) 873-6154, Fax: (623) 873-4264

E-mail: requests@pci-interpreters.com, Web: www.pci-interpreters.com

**National Center for Interpretation:
Testing, Research and Policy (NCITRP)**
*University of Arizona
Tucson, Arizona*

Certificate of Proficiency
GLORIA SAN MIGUEL

#PHX012409-01

Has demonstrated requisite proficiency in court interpreting through his/her
performance on the

**NCITRP COURT INTERPRETER CERTIFICATE OF
PROFICIENCY EXAMINATION (Spanish) January 2009**

Dr. Roseann Duenas Gonzalez
National Center for Interpretation



PCI

555 E. Plaza Circle Dr. Ste. B, Litchfield Park, AZ 85340

Office: (623) 873-6154, Fax: (623) 873-4264

E-mail: requests@pci-interpreters.com, Web: www.pci-interpreters.com



Test Results

A Foreign Language Services, Inc.

Name:

Latu, Kulalita

ID/SSN:

—

Office:

—

Test:

Tonga (Tonga Islands) Listening & Speaking
Test

Administered as:

Live Test

Test Date:

October 11, 2012

Overall Score:

12 - Fluent

Comments:

Comprehension: The candidate understands a wide range of speech at any speed. Any comprehension issues that occur are with highly specialized topics.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level with no errors.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.



Test Results

A Foreign Language Services, Inc.

Name:

Latu, Kulalita

ID/SSN:

—

Office:

—

Test:

English Listening & Speaking Test

Administered as:

Live Test

Test Date:

October 11, 2012

Overall Score:

11 - Nearly Fluent

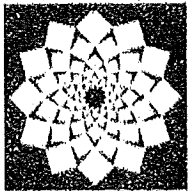
Comments:

Comprehension: The candidate has a good understanding of complex structures but has difficulty with fast speech and some idioms.

Communication: The candidate expresses ideas clearly, does not hesitate, and uses whatever degree of complexity that is needed.

Grammar: The candidate uses grammar at the native speaker's level but occasionally makes minor mistakes with complex structures.

Vocabulary: The candidate displays an extensive range of vocabulary and chooses words with precision.



ACTFL

American Council on the Teaching of Foreign Languages

certifies that

Honganh Bui

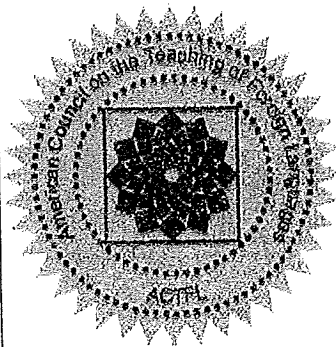
Test Type
Oral Proficiency Interview

Test Date
07/30/2017

Language
Vietnamese

has successfully completed the ACTFL Oral Proficiency Interview (OPI) and has been rated according to the ACTFL Proficiency Guidelines 2012 -- Speaking

Advanced High



Executive Director
Date Issued: 08/03/2017
Date of Expiration: 08/03/2019
LTI - The ACTFL Testing Office
Certificate Code: 1769034-B821A1

• Advanced High • ACTFL Proficiency Guidelines 2012 • Speaking

ACTFL Certified Rating System

- Superior
- Advanced High
- Advanced Mid
- Advanced Low
- Intermediate High
- Intermediate Mid
- Intermediate Low
- Novice High
- Novice Mid
- Novice Low

Advanced High

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EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS

[Scope of Work]

See following page(s).

SCOPE OF WORK

Court Interpreter Services CT 19-116

1. Quality Levels. The quality levels of interpreters and translators (collectively referred to as “Interpreters”) for this Agreement as follows:
 - A. Certified Interpreters. An individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter’s examination, or an examination, or an examination administered by a State Court or University accredited by the United States. Interpreters for the hearing impaired must be “qualified interpreters” as provided in ARIZ. REV. STAT. § 12-242. A copy of the Certification for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - B. Certified Interpreters with Specialty. An individual who is certified and skilled in a distinctive and specialized area of practice such as legal, medical, psychological, technical, etc. A copy of the certification and evidence of the specialty for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - C. Non-Certified Qualified Interpreters. An individual who is able to interpret or translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A non-certified individual shall possess a basic competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language.
2. Code of Ethics. All interpreters must comply with the Avondale City Court Professional Code of Ethics and Practices for Court Interpreters (“Ethics Code”), as well as all City rules and policies. A copy of the Ethics Code is attached hereto as Exhibit B. Attachment 1.
3. Code of Professional Conduct. All interpreters for hearing impaired must comply with the Code of Professional Conduct co-authored by the National Association of the Deaf and the Registry of Interpreters for the Deaf, Inc. This code may be viewed online at: https://drive.google.com/file/d/0B-_HBAap35D1R1MwYk9hTUuc3M/view
4. Arrival Time. The interpreter shall arrive 15 minutes prior to the scheduled appearance. A true and complete list of the court program schedule is set forth on Exhibit B. Attachment 2. Court Program Schedule as attached hereto. Note that the schedule is subject to change due to the availability of staff, holidays, and inclement weather. To confirm the program schedule, please contact the City Representative.
5. Preliminary Meeting. The City may require the interpreter to participate in a preliminary meeting before receiving an assignment. Such meeting may be used to address difficult circumstance, issues of concern, special instructions from the court or to determine whether an assignment is appropriate for a particular interpreter.

6. Interpreter Replacement. Contractor shall replace an interpreter at the City's request if any of the following occurs:
 - A. Interpreter fails to appear at the time and place specified for the assignment.
 - B. Interpreter does not have the quality level requested and/or demonstrates lack of qualification to perform the assignment.
 - C. Interpreter fails to adhere to the terms of the Agreement, the City's directions or security regulations.
7. Verification of Qualifications. Upon City's request, Contractor shall furnish verification of an interpreter's qualifications.
8. Substitutions. If the City requests a particular interpreter by name, no substitution can be made without notification to and approval by the City.
9. Service Level Compensation. Contractor will be compensated for the level of Services requested, even if the Contractor provides an interpreter whose abilities exceed that quality level.
10. Cancellation. The City may cancel a request for Services without charge provided the City notifies the Contractor by the close of business the preceding day. If the City is unable to do so, the City shall pay the Contractor for one hour of service in accordance with the rates in the Fee Proposal.
11. Delays. If the scheduled Services are delayed due to circumstances beyond the City's control and no fault of the Contractor (ex. Court hearing does not start on schedule or is re-scheduled at a later time on the same day) the Contractor will be compensated for the time of the delay according to the rates in the Fee Proposal. There shall be no additional compensation for mileage or other costs associated with any delay.
12. Translation Delivery Schedule. The turn-around time for standard written translation shall not exceed 14 days. In the case of a document that needs special skills, is urgent in nature or is otherwise critical to the City, the City and the Contractor may agree upon an acceptable delivery time.
13. Late Delivery. An interpreter who fails to complete an assignment on time shall be paid a reduced fee, which shall be calculated by deducting the amount of time overdue from the original completion date.
14. Deficiency Reports. Failure to provide quality service to the City may result in deficiency reports which shall be kept on file and may be a factor in determining whether to renew the term of the Agreement.
15. Reporting Requirements. Throughout the duration of this Agreement, the following must be reported to the Court Administrator within three business days:

- A. Criminal/Civil Offenses. Any criminal or civil offenses, including, but not limited to, traffic, parking and housing, received by any member of Contractor's staff or their immediate family, in the Avondale Court. Immediate family means a spouse, child, grandchild, parent, grandparent, bother, sister, child or grandchild of the spouse, any court appointed legal guardian or parent substitute.
- B. Petitions. Any order of Protection or Injunction Against Harassment filed by or against any member of Contractor's staff in the Avondale Court.
- C. Pending Cases. Any member of Contractor's staff who is a party or witness to a case pending in the Avondale Court.

ATTACHMENT 1
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS

[Code of Ethics]

See following pages.

**AVONDALE CITY COURT
PROFESSIONAL CODE OF ETHICS AND PRACTICES
FOR COURT INTERPRETERS**

ETHICS AND PRACTICE

I. Professional Ethics.

- A. Accuracy. The court interpreter shall always interpret what is said thoroughly and exactly, omitting nothing, conserving the tone of the speaker and stating precisely what has been said, given the exigencies of grammar and syntax in both languages. This complete accuracy applies to all modes of interpreting: simultaneous, consecutive and summary.
- B. Confidentiality. The interpreter must protect the confidentiality of all knowledge gained during the course of this duty. As he/she is the verbal link between the client and attorney, attorney/client privilege pertain to the interpreter as well. The interpreter may have access to private documents, police records, medical files, etc., before and during legal proceedings. Consequently he/she must have an absolute responsibility to keep all oral and written information gained completely confidential. He/she shall also not derive personal profit or advantage from any confidential information acquired while acting in a professional capacity.
- C. Impartiality. The interpreter shall maintain an impartial attitude with defendants, witnesses, attorneys and families. He/she shall neither conceive of him/herself nor permit him/herself to be used as an investigator for any party to a case. He/she shall clearly indicate his/her role as an interpreter if he/she is asked by either party to participate in interviews or prospective witnesses outside of the court. The interpreter shall not take sides or consider him/herself aligned with the prosecution or the defense.
- D. Proficiency. He/she should feel no apprehension about withdrawing from a case in which he/she feels he/she will be unable to function effectively, due to lack of proficiency, preparation or difficulty in understanding a witness or defendant. The interpreter should continually improve his/her language skills and increase his/her knowledge of the various areas which might be encountered in court interpreting by attending workshops and seminars, keeping current in changes in the law, and exchanging information and methods with colleagues.
- E. General Rules with Respect to Conflicts of Interest.
 - 1. Court interpreters shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in conflict with the proper discharge of their official duties in the

court or which impairs their independence or judgment in the discharge of such duties.

2. Court interpreters shall not accept money or other consideration or favors from anyone other than the court for the performance of an act which they would be required or expected to perform in the regular course of assigned duties; nor shall court interpreters accept gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to the court.
3. An interpreter shall not use, for private gain or advantage, the court's time or facilities, equipment or supplies, nor shall he/she use or attempt to use this position to secure unwarranted privileges or exceptions for him/her or others.
4. In all instances, an interpreter shall disclose to all parties concerned, and in court interpreting to the judge, any actual conflict of interest or the appearance of any conflict of interest. The court shall be informed whenever the interpreter and any witnesses are previously acquainted. Any condition which impedes on the objectivity of the interpreter or affects his/her professional independence constitutes a conflict of interest. A conflict may exist whenever any of the following occur:
 - a. The interpreter is acquainted with any party to the action.
 - b. The interpreter has, in any way, an interest in the outcome of the case.
 - c. The interpreter is perceived as not being independent of the adversary parties (or related agencies in criminal cases).

F. Time Records. A per-diem interpreter shall maintain accurate and detailed time records of service rendered.

G. Opinions Provided to Public/Media. A court interpreter shall not render opinion or make subjective statements of any kind through, or in connection with, a newspaper, radio or other public medium regarding any legal matter in which the interpreter has interpreted or served as a translator of written material of a legal nature.

H. Giving Legal Advice.

1. The interpreter shall never give legal advice to any person, whether solicited or not. In all instances, the person shall be referred to counsel. The interpreter may give general information regarding the time, place and nature of the court proceedings. However, in matters requiring legal judgment, the individual shall be referred to an attorney.

2. The interpreter shall never function as an individual referral service for any attorney or attorneys. This kind of activity has the appearance of impropriety. When asked to refer a non-English speaking person to an attorney, the interpreter should refer such individuals to the local bar association.

PROFESSIONAL CODE

II. Professional Practice.

A. Modes of Interpreting.

1. **Simultaneous Interpretation.** This mode of interpreting requires giving an exact rendition of everything being said at the same time it is being spoken in the original language. This is the mode used when relating proceedings to defendants. The interpreter should speak in a soft voice, for the benefit of the defendant only, and should neither summarize, simplify nor explain the proceedings.
2. **Consecutive Interpretation.** This mode of interpreting is utilized with witnesses and in a situation in which the speaker must first finish his statement before the interpreter begins to speak. When interpreting in this mode at the witness stand, the interpreter should make every attempt to permit the speaker to finish his statement. To this end he may wish to take notes. The interpreter should only interrupt a speaker if it becomes absolutely necessary to do so in order to achieve complete accuracy in a very lengthy statement. If there is a word or phrase that the interpreter does not hear or understand, he should never guess or invent a translation. Rather, he/she should ask the Judge for permission to request that the witness repeat or rephrase the statement and then continue with the interpretation. At the witness stand, the interpreter should project the foreign language clearly enough to be heard along with the English, for the benefit of the defendant and/or others present in the courtroom who understand the interpreted language.
3. **Summary Interpretation.** The summary mode, which is the least preferred technique for legal proceedings, is an accurate simultaneous resume of fragmented statements that may occur in a three-way exchange between the court and attorneys. It differs from the simultaneous mode in that it is not a verbatim rendition of all that is being said because the interpreter is relating the statements of persons who may be interrupting one another.

- B. **Relation to the Record.** Since the court interpreter serves as the voice of other participants in a courtroom or similar setting, the court interpreter should always utilize the first person singular when interpreting for witnesses or in any situation in which a conversation between two or more parties occurs in the courtroom or

similar setting. However, when the interpreter must request repetition of a word or phrase, clarification or restatement of a question or answer during testimony, or when for reasons consistent with professional ethics the interpreter must address the court, he/she shall identify him/herself as the interpreter and use the third person to protect the record from confusion. For example, "Your Honor, may the interpreter ask the witness for clarification of a word phrase?" Or, "Counsel, the interpreter requests that you repeat the question."

- C. Awareness. The court interpreter should be attentive to all that is taking place around him/her, given the rapidity with which events take place in a courtroom.
- D. Low Profile. The interpreter must maintain a low profile, remembering that he/she is not testifying but merely communicating the testimony of another. He/she should not draw attention to his/her interpretation, since the judge and jury must only focus upon the individual requiring interpreting. The interpreter should control overt expressions of opinion, such as surprise, sympathy or disgust while interpreting for defendants or witnesses. He/she should position him/herself in such a way so as not to obscure the view of the defendant and jury from the individual who is testifying. The overall aim of the interpreter should be to assure a neutral atmosphere in the courtroom such as there would be if no language barrier existed.
- E. Language Level. The interpreter should utilize the same level of language used by the speaker. This means that he/she will interpret colloquial, slang, obscene or crude language as well as sophisticated and erudite language, in accordance with the exact usage of the speaker. It is not the interpreter's task to tone down, improve or edit phrases. Further, the interpreter should not assume that it is his/her duty to simplify statements for a witness or defendant who he/she believes cannot understand the speaker's statements. The person requiring an interpreter should request an explanation or simplification if necessary. Idioms, proverbs and sayings rarely can be literally interpreted. The interpreter should seek an equivalent idiom to relate the meaning of the original idiom or saying.
- F. Characterizing Testimony. Based on statements made by the speaker, an interpreter should never characterize or give a gratuitous explanation. The court or attorneys will request clarification from the speaker if necessary. Except in the case of certain languages in which a gesture or grimace has a particular significance, the interpreter should not offer an explanation or repeat a speaker's gesture or grimace which has been seen.
- G. Questions Answered with Questions. The interpreter must translate the exact response of the witness or speaker even if the answer to a question is another question due to the witness not hearing or understanding the initial question.
- H. Interpreting Mixed-Language Responses. If a witness testifying in a foreign language suddenly interjects a complete English response, the interpreter should not ask the witness to speak in his/her native language. He/she should stand back

so that all parties are aware of the English response and await the court's direction. If the English response is only one or two words, the interpreter should repeat them, since the stenographer follows the interpreter's voice when transcribing foreign-language testimony.

- I. Conversations During Witness Testimony. Under no circumstances shall the interpreter engage in conversation or question any witness testifying under oath. There should be a simple exchange of questions and answers between the questioner and the witness as if there were no language barrier. During pauses in testimony, such as side-bar conferences or recesses, the interpreter shall not converse with the witness, but should simultaneously interpret all open-court exchanges between the judge and attorneys for the benefit of the witness and/or the defendant. If the interpreter is confused or requests clarification, he/she must request permission from the court in order to engage in a clarification type of conversation.
- J. Objections During Testimony. If an objection is made to a question, the interpreter should translate the question but instruct the witness by hand gesture not to answer until the court has ruled on the objection. If the witness has already started to answer, or if the objection is to a portion of the answer which the interpreter has not finished interpreting, the interpreter must await the direction of the court before continuing since to do otherwise would cause undue confusion of rules of procedures.
- K. Interpreter Errors. When an error has been made by the interpreter and the error is perceived by him/her later in the proceedings, the interpreter, if still at the stand, shall correct the error at once, first identifying him/herself for the record. If the interpreter realizes his/her error after the testimony has been completed, he/she shall discreetly request a bench or lobby conference with the judge and attorneys and make the correction on the record.

III. Supplemental Rules.

- A. Case Preparation. Whenever possible, and particularly with respect to lengthy and complex criminal and civil trials, the appointed court interpreter shall prepare for the case by requesting an oral case summary as well as copies of central case documentation (police and other reports, complaint or indictment, transcripts of interviews, witness lists), usually from the prosecuting attorney. These requests should be made with the awareness and consent of defense counsel, and the information is to be used exclusively by the interpreter and is not to be divulged to any third person.
- B. Supplemental Rules for Interpreters of Witness and Defendant Testimony.
 - 1. The interpreter shall appear on time and report immediately upon arrival, to the Court Legal Clerk or Bailiff of the courtroom assigned to.

2. To avoid the appearance of prejudice, the interpreter shall avoid unnecessary discussions with counsel, the parties of the action, criminal defendants, witnesses or other interested parties inside or outside the courtroom.

C. Rules for Interpreting for Defendant at Counsel Table.

1. While interpreting at counsel table, the interpreter shall speak only loud enough to be heard by the defendant and counsel.
2. The interpreter shall utilize the simultaneous method of interpretation at counsel's table whenever a witness is testifying in a language other than that of the defendant.
3. If an interpreter has difficulty hearing a particular speaker or the proceeding in general, he/she should at once so inform the judge, who may require the speaker to repeat and/or adjust the positioning of the interpreter in the courtroom.
4. If a serious communication problem arises between the interpreter and the speaker, the interpreter shall bring such matter to the immediate attention of the judge.

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ATTACHMENT 2
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS

[Court Program Schedule]

See following pages.

CITY OF AVONDALE COURT PROGRAM SCHEDULE

Days and times are subject to change, rescheduling or cancellation depending on staff due to the availability of staff, holidays, and inclement weather. Interpreters shall arrive 15 minutes prior to the scheduled appearance. Permanent changes to this schedule will be issued in writing and attached hereto and incorporated into the Agreement. Interpreters may confirm the program schedule, by contacting the City Representative.

CITY OF AVONDALE COURT
11325 W. Civic Center Drive
Avondale, AZ 85323

MORNING SCHEDULE	
Mondays	10:00 a.m. – 12:00 p.m.
Tuesdays	8:30a.m. – 12:00 p.m.
Wednesdays	8:30a.m. – 12:00 p.m.
Thursdays	8:30a.m.- 12:00 p.m.
AFTERNOON SCHEDULE	
Criminal Trials	(3-6 Week Advance Notice)
Protective Order Hearings	(Up to a 3 Day Notice)

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS

[Fee Proposal]

See following page(s).

FEE PROPOSAL

Court Interpreter Services CT 19-116

Verbal Interpreting Services - Spanish	Hourly Rate	Half Day Rate (4 hours)	Full Day Rate (8 hours)	Minimum Charge
At City Court				
Certified Level / Tiers 1&2	\$55.00	\$220.00	\$440.00	\$110.00
Certified with Specialty Level / Tiers 3&4	\$90.00	\$360.00	\$720.00	\$180.00
Non-Certified Qualified Level	\$55.00	\$220.00	\$440.00	\$110.00
Telephonic Interpreting	Per-minute Rate			
Certified Level	\$1.50	\$360.00	\$720.00	\$90.00
Certified with Specialty Level	\$1.50	\$360.00	\$720.00	\$90.00
Non-Certified Qualified Level	\$1.25	\$300.00	\$600.00	\$60.00
Verbal translation of audio tape	Per-minute Rate			
Certified Level	\$1.50	\$360.00	\$720.00	\$90.00
Certified with Specialty Level	\$1.50	\$360.00	\$720.00	\$90.00
Non-Certified Qualified Level	\$1.25	\$300.00	\$600.00	\$60.00
Verbal translation of video tape	Per-minute Rate			
Certified Level	\$1.50	\$360.00	\$720.00	\$90.00
Certified with Specialty Level	\$1.50	\$360.00	\$720.00	\$90.00
Non-Certified Qualified Level	\$1.25	\$300.00	\$600.00	\$60.00

Verbal Interpreting Services - All Other Languages	Hourly Rate	Half Day Rate (4 hours)	Full Day Rate (8 hours)	Minimum Charge
At City Court				
Certified Level	\$105.00	\$420.00	\$840.00	\$210.00
Certified with Specialty Level	\$105.00	\$420.00	\$840.00	\$210.00
Non-Certified Qualified Level	\$105.00	\$420.00	\$840.00	\$210.00
Telephonic Interpreting	Per Minute Rate			
Certified Level	\$1.75	\$420.00	\$840.00	\$105.00
Certified with Specialty Level	\$1.75	\$420.00	\$840.00	\$105.00
Non-Certified Qualified Level	\$1.75	\$420.00	\$840.00	\$105.00
Verbal translation of audio tape	Per Minute Rate			
Certified Level	\$1.75	\$420.00	\$840.00	\$105.00
Certified with Specialty Level	\$1.75	\$420.00	\$840.00	\$105.00
Non-Certified Qualified Level	\$1.75	\$420.00	\$840.00	\$105.00
Verbal translation of video tape	Per Minute Rate			
Certified Level	\$1.75	\$420.00	\$840.00	\$105.00
Certified with Specialty Level	\$1.75	\$420.00	\$840.00	\$105.00
Non-Certified Qualified Level	\$1.75	\$420.00	\$840.00	\$105.00

American Sign Language Services	Hourly Rate	Half Day Rate (4 hours)	Full Day Rate (8 hours)	Minimum Charge
At City Court				
Certified Level	\$115.00	\$460.00	\$920.00	\$230.00
Certified with Specialty Level	\$115.00	\$460.00	\$920.00	\$230.00
Non-Certified Qualified Level	\$115.00	\$460.00	\$920.00	\$230.00
Telephonic Interpreting	Per Minute Rate			
Certified Level	\$1.92	\$460.80	\$921.60	\$115.20
Certified with Specialty Level	\$1.92	\$460.80	\$921.60	\$115.20
Non-Certified Qualified Level	\$1.92	\$460.80	\$921.60	\$115.20
Verbal translation of audio tape	Per Minute Rate			
Certified Level	\$1.92	\$460.80	\$921.60	\$115.20
Certified with Specialty Level	\$1.92	\$460.80	\$921.60	\$115.20
Non-Certified Qualified Level	\$1.92	\$460.80	\$921.60	\$115.20
Verbal translation of video tape	Per Minute Rate			
Certified Level	\$1.92	\$460.80	\$921.60	\$115.20
Certified with Specialty Level	\$1.92	\$460.80	\$921.60	\$115.20
Non-Certified Qualified Level	\$1.92	\$460.80	\$921.60	\$115.20

Written Translation Services - Spanish	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$90.00	\$0.35	\$90.00
Certified with Specialty Level	\$90.00	\$0.35	\$90.00
Non-Certified Qualified Level	\$60.00	\$0.25	\$60.00
Written Documents to Verbal			
Certified Level	\$90.00	\$0.35	\$90.00
Certified with Specialty Level	\$90.00	\$0.35	\$90.00
Non-Certified Qualified Level	\$60.00	\$0.25	\$60.00
Audio Tape			
Certified Level	\$90.00	\$0.35	\$90.00
Certified with Specialty Level	\$90.00	\$0.35	\$90.00
Non-Certified Qualified Level	\$60.00	\$0.25	\$60.00
Video Tape			
Certified Level	\$90.00	\$0.35	\$90.00
Certified with Specialty Level	\$90.00	\$0.35	\$90.00
Non-Certified Qualified Level	\$60.00	\$0.25	\$60.00

Written Translation Services - Other Languages	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$95.00	\$0.35	\$95.00
Certified with Specialty Level	\$95.00	\$0.35	\$95.00
Non-Certified Qualified Level	\$85.00	\$0.35	\$85.00
Written Documents to Verbal			
Certified Level	\$95.00	\$0.35	\$95.00
Certified with Specialty Level	\$95.00	\$0.35	\$95.00
Non-Certified Qualified Level	\$85.00	\$0.35	\$85.00
Audio Tape			
Certified Level	\$95.00	\$0.35	\$95.00
Certified with Specialty Level	\$95.00	\$0.35	\$95.00
Non-Certified Qualified Level	\$85.00	\$0.35	\$85.00
Video Tape			
Certified Level	\$95.00	\$0.35	\$95.00
Certified with Specialty Level	\$95.00	\$0.35	\$95.00
Non-Certified Qualified Level	\$85.00	\$0.35	\$85.00

Company Name: Professional Court Interpreting & Translating Service

Authorized Signature



Date: 09/16/19

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS

[Work Orders to be added after contract execution.]

See following page(s).

CITY COUNCIL REPORT

SUBJECT: Budget Amendment**MEETING DATE:** 12/16/2019

TO: Mayor and Council**FROM:** Marshall Pimentel, Management Analyst, 623-333-1027**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016**PURPOSE:**

Council will consider a request to: (a) approve a budget amendment of \$49,000 from General Fund contingency for a fire-medical response analysis and station location study and authorizing a contract with ORH Research Firm; (b) authorize three new full time equivalent (FTE) positions to include an Internal Auditor and two Business Attraction Program Manager positions for Economic Development, and a budget amendment from General Fund contingency to fund the positions; (c) approve a budget amendment transferring appropriations and one FTE from the Finance and Budget Department to the City Manager's Office for the Management Analyst in the City Manager's Office; and (d) authorize the Mayor or City Manager, City Clerk, and Finance and Budget Director to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:Fire and Medical Department

In anticipation of future City growth and the need for corresponding growth of the Avondale Fire and Medical Department, Council has in the past requested a professional analysis of current station location and response data along with an assessment of current staffing levels. Staff was able to find a firm that will be able to accomplish the data analysis and research to provide the City with the necessary information to make informed decisions on the Fire Station placements and needs. We anticipate the study once approved will commence in January and will take between six and nine months. Once completed staff will provide a complete update and recommendations to City Council. We are requesting funding at this time so the study will be completed for the 2021 – 2022 budget/CIP and planning stages.

Position Transfer Request

The City Manager's Office has consistently been a lean operation with the allocation of 4.0 full-time equivalent (FTE) positions which have included the City Manager, Assistant City Manager, Deputy City Manager and a Senior Executive Assistant. In order to provide an enhanced level of service and workload capacity, an available resource was identified and transferred from the Finance and Budget Department to the City Manager's Office in September of 2019. The proposed action will formally authorize the transfer of 1.0 FTE and the associated funds for the Management Analyst.

Position Request - Finance

Over the last 19 years, the city has grown from a population of almost 36,000 residents and a \$78.6 million budget to a population of over 84,000 residents and a \$236.7 million budget. The city's operating and capital budgets have increased in both size and complexity over that time. The number of employees throughout the city who are responsible for monitoring budgets, making purchases, and using city resources has also expanded. Staff in Finance and Budget and department heads have instituted policies and processes to ensure financial operations are working effectively, efficiently, and accountably. An internal audit function is needed to review the application of these systems to ensure they are functioning as intended and to make recommendations for improvement. The position will report directly to the Finance and Budget Director with oversight from the City Manager's Office to allow for a level of independence from the normal financial and accounting operations.

Position Request – Economic Development

The Economic Development Department currently oversees the following areas: Workforce Development, Marketing and Tourism Programs, Business Retention and Expansion, small business development, and Retail/Commercial locates within The BLVD and the McDowell Road Corridor. The City currently has available parcels that are primed for business locates within the advanced manufacturing industry that have the potential to bring higher paying jobs to the City and reduce the commuting of residents into Phoenix. Therefore, the Department plans to expand outreach efforts to attract corporate locates in the fields of advanced manufacturing, aviation, aerospace, and technology by hiring two Business Attraction Program Managers. These positions were discussed with Council at the most recent retreat, and from that retreat staff felt a sense of urgency to place the positions in operation as soon as possible. If the staff were to wait for the normal budget process to complete, the City loses a crucial eight months in the current economic environment. We need to take advantage as quick as possible to attract prospective businesses to Avondale – this also happens to correspond with the hiring of the new Director which will allow him to build on the department.

DISCUSSION:

Fire and Medical Department

To adequately prepare for the growth of the Avondale Fire and Medical Department and ensure data driven decision making, staff seeks to award a service contract to ORH Research firm. Staff is requesting council approval for \$49,000 to award this service contract. ORH has successfully completed work for the cities of Goodyear and Tempe.

The work will accomplish the following: obtain data relevant to current station locations, call volumes, response times, location of automatic aid resources, and overall staffing plan as well as anticipated growth in terms of population, commercial and residential construction, and any mitigating challenges relevant to emergency and non-emergent service delivery.

The study will consider all response factors including but not limited to demand, time of day, incident types, available resources, turnout time, travel time, hospital locations, NFPA -1710 standards, as well as City of Avondale population projections, planned development, and infrastructure (streets, etc.). In addition, any automatic aid partner's anticipated expansion of services.

Deliverables will include: A presentation of key findings from the analysis and model setup; a presentation of all modeling outputs for station locations and vehicle deployments; a formal report detailing approach, analysis, modeling and recommendations; a formal council presentation.

Position Requests

Management Analyst

This position supports the City Manager's Office in carrying out various functions. The position's duties include conducting research and analysis to support programs and initiatives; answering Council inquiries and requests; preparing the department budget; facilitating the reporting of performance measurements; and general project management.

Internal Auditor

While an external auditor is focused primarily on the city's financial statements and financial reporting, this position will be focused on the efficiency and effectiveness of internal operations. This position will report directly to the Finance and Budget Director but will review programs citywide. He/she will be expected to develop a workplan each fiscal year based on an internal risk assessment, but is anticipated to complete audits on procurement cards, cash handling, and payroll processing in the first year.

Business Attraction Program Managers

These positions will provide proactive business outreach. This will be done through regular, out-of-state sales missions to pitch the City as a prime area for location. The positions will also actively partner with site selectors to conduct regular site visits and market industrial/commerce park sites to bring new business into the City.

BUDGET IMPACT:

A budget amendment transferring \$74,100 and one FTE from the Finance and Budget Department to the City Manager's Office will be completed for FY2020.

Additionally, a one-time transfer from General Fund contingency of \$73,000 to Finance and Budget and \$170,400 to Economic Development to fund an Internal Auditor and two Business Attraction Program Managers will provide funding for the remainder of the fiscal year. Ongoing funding for these positions will be requested during the FY 2021 budget process.

A budget amendment of \$49,000 from the General Fund contingency to the Fire and Medical Department will provide one-time funding for the requested response analysis and station location study.

RECOMMENDATION:

Staff recommends Council approve a budget amendment of \$49,000 from General Fund contingency for a fire-medical response analysis and station location study and authorizing a contract with ORH Research Firm.

Staff recommends Council authorize three new full time equivalent (FTE) positions including an Internal Auditor and two Business Attraction Program Manager positions and a budget amendment from General Fund contingency to fund the positions and necessary computer, software, training, and memberships for the current fiscal year.

Additionally, staff recommends Council approval for a budget amendment transferring appropriations and one FTE from the Finance and Budget Department to the City Manager's Office for the Management Analyst in the City Manager's Office.

Further, staff recommends Council authorize the Mayor or City Manager, City Clerk, and Finance and Budget Director to execute the necessary documents.

City of Avondale
FY 2020
Position Request Form

Department: 150 - City Administration
Position Title: Senior Management Analyst
Grade: g15
Total FTE/s: N/A - existing FTE
Description: Transfer of funds from Finance & Budget Dept. to City Administration

A. Personal Services		
Object	Description	FY2021
5010	Salaries & Wages	53,800
5110	Social Security (OASDI)	3,300
5120	Retirement ASRS	6,500
5160	Health Insurance	9,100
5180	Dental Insurance	500
5190	Workman's Compensation 8810	100
5220	Medicare	800
Sub-total		\$ 74,100

Total Request	\$ 74,100
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City of Avondale
FY 2020
Position Request Form

Position Title:	F&B - Internal Auditor; ED - Business Attraction Program Manager (2)
Total FTE/s:	3.00

A. Personal Services		
Object	Description	FY2021
5010	Salaries & Wages	174,400
5110	Social Security (OASDI)	10,800
5120	Retirement	21,100
5160	Health Insurance	19,200
5180	Dental Insurance	900
5190	Workman's Compensation	300
5220	Medicare	2,600
Sub-total		\$ 229,300

B. Contractual/Commodities		
Object	Description	FY2021
6325	Software (MS)	1,200
6500	Memberships	600
6520	Training	3,600
7081	Laptop, Case & Monitors (2-22")	6,300
7140	Furnishings	2,400
Sub-total		\$ 14,100

Total Request	\$ 243,400
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CITY COUNCIL REPORT

SUBJECT: Agreement with the Maricopa Association of Governments for Avondale-Goodyear Transit Feasibility Study

MEETING DATE: 12/16/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve an agreement with the Maricopa Association of Governments to participate in the Avondale-Goodyear Transit Feasibility Study and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

The cities of Avondale and Goodyear share a border and have historically worked together on transit initiatives. Goodyear is participating in a portion of the Avondale Zoom Circulator Route and participated with the City of Avondale in the 2013 MAG Southwest Valley Local Transit System Study. Both cities have been designated through the 2010 Census as a small urbanized area (UZA) and therefore work together to plan transit activities that benefit the southwest valley. The small UZA designation also allows both cities to utilize federal funding for the operation of the Zoom Circulator.

After the 2020 Census, it is anticipated that Avondale and Goodyear will have grown in population such that they will lose their small UZA designation. Loss of the small UZA designation will restrict how both cities are able to utilize federal transit funds for the Zoom Circulator. For this reason, the cities jointly applied for grant funding through the Maricopa Association of Governments (MAG) to complete an Avondale-Goodyear 2020 Transit Feasibility Study. The study will be completed by a consultant whose contract will be competitively bid and administered by MAG.

DISCUSSION:

The selected consultant will evaluate the following criteria as part of the Avondale-Goodyear 2020 Transit Feasibility Study:

- Review and analyze existing conditions in both cities
- Recommend a financial strategy for how to plan transit after the small UZA operating assistance ends. This will include an analysis of future capital/ operating costs and potential future sources of revenue, including the extension of Proposition 400 in Maricopa County.
- Evaluate the current Zoom route and how to plan for future expansions; to include whether Goodyear should continue to participate in the Zoom or establish a separate circulator service.
- Assess how both cities can prepare for future transit needs, including appropriate service levels, modes of service, etc.

The Avondale-Goodyear Transit Feasibility Study will cost \$250,000. Each of the participating cities will contribute grant match funds in the amount of \$25,000 and the balance of \$200,000 will come from the MAG grant.

Cost Summary:

<u>Funding Source</u>	<u>Amount</u>
MAG UZA Grant	\$200,000
Avondale Match	\$ 25,000
Goodyear Match	<u>\$ 25,000</u>
Total: \$250,000	

MAG anticipates that the study will be complete within one year from when the selected contractor is awarded and given a notice to proceed. MAG will initiate the competitive selection process upon receipt of the signed agreement from the cities of Avondale and Goodyear. Staff will bring the results of the study before Council for discussion, upon receipt of the final report.

BUDGET IMPACT:

Funding for the City's grant match in the amount of \$25,000 is available in line item 209-5600-00-6990, Grants/ Contractual Services.

RECOMMENDATION:

Staff recommends that council **APPROVE** the agreement with the Maricopa Association of Governments to participate in the Avondale-Goodyear Transit Feasibility Study.

AGREEMENT BETWEEN
MARICOPA ASSOCIATION OF GOVERNMENTS,
THE CITY OF AVONDALE AND THE CITY OF GOODYEAR
FOR THE AVONDALE-GOODYEAR TRANSIT FEASIBILITY STUDY

This agreement ("Agreement") is between the Maricopa Association of Governments ("MAG"), an Arizona non-profit corporation, the City of Avondale, an Arizona municipal corporation ("AVONDALE") and the City of Goodyear, an Arizona municipal corporation ("GOODYEAR"), collectively referred to as the "PARTIES" or individually as a "PARTY." AVONDALE and GOODYEAR are each a "CITY" and collectively the "CITIES."

This Agreement shall become effective as of the date it is duly executed by the last PARTY and shall continue in full force and affect until June 30, 2021. MAG, the City of Avondale and the City of Goodyear view this Agreement as a mutually beneficial relationship.

A) Statutory Authorization Agreement

MAG

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration ("FHWA") Funds, and Federal Transit Administration ("FTA") Funds as described in the FY 2020-2021 MAG Unified Planning Work Program and Budget ("FY 2020-2021 UPWP"), and as described in the agreement between MAG and the Arizona Department of Transportation ("ADOT").

THE CITY OF AVONDALE

AVONDALE is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

THE CITY OF GOODYEAR

GOODYEAR is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

B) Purpose of the Agreement

The purpose of this Agreement is to identify and define the level of financial participation by the CITIES and MAG to prepare the Avondale-Goodyear Transit Feasibility Study (the "STUDY"). The STUDY will be completed through a consultant contract that will be competitively procured and administered by MAG. The cost of this STUDY will not exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00). The scope of work is set forth in Exhibit "A."

C) Study Process

The STUDY was selected for funding in a March 2019 call for studies specific to member agencies in the Avondale-Goodyear Urbanized Area ("UZA"). MAG has been asked to administer the STUDY on behalf of the CITIES. MAG will contribute \$200,000 in awarded federal funding; the remaining \$50,000 will be split by the CITIES (\$25,000 from AVONDALE and \$25,000 from GOODYEAR) for associated local match.

MAG will request proposals from qualified consultants. The financial partners in the STUDY (i.e. MAG and CITIES) will form a consultant selection team and select a consultant to carry out the STUDY.

D) Mission/Goal Statement

The goal is to complete a transit feasibility study to determine the viability of improving existing transit service and evaluate service expansion opportunities.

E) Study Funding

1. MAG is the recipient of FY 2020-2021 FHWA Planning Funds as described in the FY 2020-2021 UPWP and in the agreement between MAG and ADOT.
2. The MAG FY 2020-2021 UPWP was amended to include the STUDY on September 16, 2019
3. The consultant contract for the STUDY will be for an amount not to exceed \$250,000.00. Subject to the availability of funding and approval of their respective governing bodies, funding for the STUDY will be shared among the PARTIES as follows:

MAG	\$200,000.00
AVONDALE	\$ 25,000.00
GOODYEAR	\$ 25,000.00
Total	\$250,000.00

4. Each CITY'S financial participation is limited to paying such CITY'S proportional share as provided in Paragraph 3. It shall be MAG's responsibility to enter into the consultant contract.
5. MAG will invoice each CITY for such CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The CITIES shall make payment to MAG thirty (30) calendar days after receipt of invoice. The financial contribution of the PARTIES shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to a CITY upon the CITY's written request.
6. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

For MAG:

Eric J. Anderson
 Executive Director
 Maricopa Association of Governments
 302 North First Avenue, Suite 300
 Phoenix, Arizona 85003
 602-254-6300
eanderson@azmag.gov

For AVONDALE:

Dave Janover
 City Engineer
 City of Avondale
 1145 W. Civic Center Drive, Ste. 120
 Avondale, AZ 856323
 623-333-4200

djanover@avondaleaz.gov

For GOODYEAR:

Rebecca Zook, PE
Director of Engineering
City of Goodyear
14455 W. Van Buren Street, Suite D
Goodyear, Az 85338
623-932-3004
rzook@goodyearaz.gov

Notices shall be deemed received on date delivered, if delivered by hand; on the day it is sent by confirmed email; on the second day after its deposit with any commercial air courier or express service; or, if mailed, ten (10) calendar days after the notice is deposited in the United States mail as above provided; and on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by confirmed email shall also be sent by regular mail to the recipients at the above addresses. This requirement for duplication notice is not intended to change the effective date of the notice sent by confirmed email.

7. In the event that MAG's funds required for performance of this Agreement are withdrawn or are not available for funding, this Agreement, without penalty to any of the PARTIES, may be immediately terminated; and any financial contribution paid a CITY will be returned to such CITY.
8. Any remaining unspent funds following STUDY closeout will be retained by MAG for unrestricted use.

F) General Terms and Conditions of the Agreement

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
2. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.
3. Hold Harmless. Except for CLAIMS for breach of contract, Avondale and Goodyear, as Indemnitors, agrees to indemnify, defend and hold harmless MAG, and MAG's departments, officers, employees, elected officials, agents and representatives (collectively, "INDEMNITEES"), for, from and against all liability, losses, expenses, damages or claims (collectively "CLAIMS") arising from or related to the study MAG produces under the terms of this Agreement.
4. This Agreement shall not be construed to imply authority to perform tasks, or accept any responsibility, not expressly set forth herein.
5. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
6. This Agreement shall be subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. § 38-511.
7. This Agreement constitutes the entire understanding of the PARTIES and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each

PARTY.

8. Each PARTY hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each PARTY further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

(Signature pages follow)

IN WITNESS WHEREOF, the **PARTIES** hereto have executed this Agreement.

City of Avondale, an Arizona municipal corporation

By: _____
CHARLES A. MONTOYA
City Manager

Date: _____

By: _____
KENNETH WEISE
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael Wawro
City Attorney

City of Goodyear, an Arizona municipal corporation

By: _____
JULIE ARENDALL
City Manager

Date: _____

By: _____
GEORGIA LORD
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Roric V. Massey
City Attorney

Maricopa Association of Governments, an Arizona non-profit corporation

By: _____
Eric J. Anderson
Executive Director

Date: _____

Mitesh V. Patel
Maricopa Association of Governments
General Counsel

APPENDIX A - SCOPE OF SERVICES

MARICOPA ASSOCIATION OF GOVERNMENTS ("MAG")

AVONDALE-GOODYEAR TRANSIT FEASIBILITY STUDY ("STUDY")

Study Background

The Maricopa Association of Governments ("MAG") is a Council of Governments ("COG") that serves as the regional agency for the metropolitan Phoenix area. When MAG was formed in 1967, the elected officials recognized the need for long-range planning and policy development on a regional scale. They realized that many issues such as transportation and air quality affected residents beyond the borders of their individual jurisdictions.

MAG was founded in the spirit of cooperation. MAG members believe that by uniting, they can solve common problems, take an active role in long-range regional issues and address concerns that affect all of the communities.

MAG is the designated metropolitan planning organization ("MPO") for transportation planning in the Maricopa metropolitan region. MAG also has been designated by the Governor to serve as the principal planning agency for the region in a number of other areas, including air quality, water quality management and solid waste management. In addition, through an Executive Order from the Governor, MAG develops population estimates and projections for the region.

The study area generally includes the cities of Avondale and Goodyear, although planning efforts may be focused on more developed and developing areas within the city boundaries.

The Avondale-Goodyear Urbanized Area ("UZA") is designated as a Small UZA (less than 200,000 population per the 2010 Census) and is made up of all or portions of the cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Litchfield Park, Surprise, and sections of unincorporated Maricopa County. The UZA receives an apportionment of Federal Transit Administration ("FTA") §5307 funds and disburses these funds on a competitive basis. The UZA is likely to exceed the 200,000 population threshold by the 2020 Census, which would result in changes to UZA funding eligibility.

The Avondale Transit Circulator Study, completed in early 2010, laid the foundation for establishing a circulator route in Avondale (the ZOOM circulator). The study recommended implementing a pilot circulator route connecting many of the community's key destinations.

The Southwest Valley Local Transit System Study, completed in August of 2012, made recommendations for service expansion and enhancement in and around Avondale and Goodyear. Key recommendations included improving service on Routes 17A and 3; expanding the ZOOM circulator service area; initiating a Goodyear circulator; and studying the feasibility of a Buckeye circulator.

Proposed Tasks

The Proposer is encouraged to be creative in developing a sound analytical approach which achieves the goals for this project. The Proposer is urged to be as specific as possible when describing the activities that will be performed to support each task. The Proposer also is urged to make maximum use of matrices, tables and drawings in working papers produced for the project to ensure conciseness and clarity and to minimize the amount of text required. In preparing a proposal for consideration by MAG, the Proposer will not be required to adhere strictly to the proposed tasks specified below. Additional tasks may be warranted.

Each of the following sections includes a deliverable, typically in the form of a memorandum. These memorandums will be submitted to MAG staff for review at appropriate intervals throughout the study. The final report will be comprised of the previously-approved memorandums sewn together into an enhanced, cohesive document.

Task 1. Project Management and Administration

The CONSULTANT will work with the MAG Project Manager to refine the study goals, objectives, and scope of work. The Consultant will prepare a detailed scope of work that identifies the specific tasks, deliverables, and schedule for the study, building on the tasks outlined in this RFP. The scope of work should include:

- Proposed completion dates for all project deliverables, including memos, presentations, draft and final study chapters, and public outreach materials
- Duration of and completion dates for all project tasks and activities
- A proposed plan and timeframe for public outreach activities
- Proposed meeting types, dates, and frequencies
- A finalized study area map

Task 2. Community and Stakeholder Outreach

The CONSULTANT will prepare and implement an outreach plan to engage stakeholders and community members in the planning process. The plan should provide opportunities for obtaining input from and presenting study findings to residents, city staff, existing and potential transit customers, employers, and the business community. Stakeholder outreach should begin early in the planning process, and strive to meet people where they are, such as at existing community meetings or events.

Elements of the outreach plan may include: stakeholder interviews; a public survey to gauge perceptions about transit service and needs; participation in existing public forums and social media; and presentation materials, among others. Proposers are encouraged to identify additional tools and opportunities to encourage stakeholder and community involvement throughout plan development.

The Consultant will also establish an advisory or working group including staff representatives and other stakeholders from the cities of Avondale and Goodyear. The advisory group should meet periodically throughout plan development to provide input and review work products.

Task 3. Existing Conditions Review and Best Practices

The CONSULTANT will assemble and review existing conditions data, characteristics of the built environment, and previously conducted studies to inform the development of this Transit Feasibility Study. The review should largely focus on the data that will be used to paint a picture of existing conditions in the study area. Previous studies should be reviewed to gain familiarity with past efforts and potentially learn from their successes and/or failures. At a minimum, the review should include:

- Socioeconomic and demographic data for Avondale and Goodyear.
- Relevant transportation, transit, and land use studies, plans, and reports.
- Existing and planned activity centers and other relevant land use information.
- Transit ridership and market demand data.
- Regional travel demand forecasts from the MAG travel model.
- Inventory and documentation of current transit infrastructure including bus stops, transit centers, park and rides, pedestrian accessibility, etc.
- Review and document the existing and planned transit service in the study area and identify whether the service is operating efficiently. Identify potential modifications to increase ridership and improve the transit customer experience.
- Identify and document best practices and strategies of peer local transit systems. The Consultant will identify candidate peer communities based on geography, population, development patterns, travel patterns and proximity to major metropolitan centers.

The Consultant should work closely with MAG staff as well as representatives from Avondale and Goodyear to secure the data and studies needed to complete this task. MAG will provide the Consultant with data for existing and future population and employment.

Task 4. Market Analysis

The CONSULTANT will conduct a market analysis based on the information gathered in Tasks 2 and 3. The analysis will consider the state of the existing transportation system in Avondale, Goodyear, and surrounding areas, combined with perceived deficiencies and desires as expressed through stakeholder and community outreach. The market analysis will answer the following questions:

a. ***What is the underlying demand for transit service?***

The following factors should be considered:

- i. Population and employment densities
- ii. Socioeconomic characteristics including age, income, minority populations, and vehicle ownership
- iii. Land use patterns (e.g., location of major activity centers)
- iv. The pedestrian environment (i.e., first and last mile)

b. ***For areas with significant transit demand, where are people traveling to and from?***

The Consultant will use MAG model data to analyze travel flows and determine where there will be demand for direct and connecting services.

c. ***Where are there gaps between underlying demand and existing/planned services?***

The Consultant will compare existing/planned transit service and 2040 demand to identify gaps, including:

- i. Areas where there will be transit demand, but no service, less service, or more service than warranted.
- ii. Key travel linkages that would be unserved, underserved, or overserved, and may warrant direct connections.

These factors should be used to determine the areas where new or enhanced transit service would be most viable, and at what level (e.g., which mode, frequency of service, etc.).

Task 5. Route and Service Recommendations

Based on the market analysis, the Consultant will develop recommendations for new routes; service enhancements to existing routes (e.g., reducing headways, extending hours of service, or adding weekend service); modifications to existing routes; opportunities to connect to regional service; and new modes, among others. Modes to be considered may include:

- Fixed-route transit
- Local circulators
- Express services
- Vanpool
- Micro-transit and mobility-on-demand solutions
- Partnerships with ridesharing companies

Service recommendations should consider a range of parameters, including:

- Hours of operation
- Frequency of service
- Transit stop types and spacing
- Vehicle types
- Passenger facilities and amenities
- Transit corridor improvements
- Interaction with existing and future regional transit services
- Integration of emerging technologies

The Consultant should use the best practices identified in Task 3 to refine and enhance the needs identified in Task 4, ultimately arriving at route and service recommendations for the study area.

The Consultant will also develop strategies to successfully implement route and service recommendations. The Consultant will develop a phased implementation plan including short-, mid-, and long-term priorities linked to expected availability of various funding sources, including Federal Transit Administration Formula Grants, state and local sources, and farebox revenues, among others.

Existing and potential future funding sources should be catalogued and described, including their applicability to specific recommendations (e.g., for capital investments, operations and maintenance, etc.). The implementation plan should specifically address the expected changes in Small UZA §5307 funding eligibility for the Avondale-Goodyear UZA and propose alternative funding sources to facilitate implementation of route and service recommendations.

The implementation plan should present recommendations as a prioritized menu of options. Funding will always be limited, and prioritization helps send a clear message about the relative importance of different alternatives. Linking alternatives to funding sources helps move recommendations from “a plan on the shelf” to implementation.

Task 6. Final Report

The CONSULTANT will prepare and submit the following deliverables: