

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 676

A **RESOLUTION** authorizing the Mayor to sign an Agreement for Court Interpreter Services with Columbia Interpreting Service.

WHEREAS, the City of Union Gap is required to provide certified court interpreters for its Municipal Court proceedings;

WHEREAS, Columbia Interpreting Services has been providing interpreter services to the City's Municipal Court for several years and has not requested an increase in their hourly rates since 1997;

WHEREAS, the City desires to renew its contract with Columbia Interpreter Services reflecting a raise in the hourly rate from \$40 per hour to \$50 per hour;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The Mayor is authorized to sign an Agreement for Court Interpreter Services with Columbia Interpreting Services.

PASSED this 24th day of September 2007.

Aubrey C. Reeves, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Kathryn Thompson, CMC, City Clerk

Robert F. Noe, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This agreement, made and entered into on this 24th day of September, 2007, by and between the City of Union Gap, a municipal corporation, hereinafter called "City", and Columbia Interpreting Service, hereinafter called "Contractor", witness:

Whereas, the Union Gap Municipal Court has need of certified & qualified court interpreters to accurately and truthfully translate written and spoken English communication to Spanish and other language speaking persons; and

Whereas, Contractor has represented that Contractor has the skills to provide such services; and

Whereas, Contractor desires to perform such translation and interpretation services for the City as an independent contractor and the City is willing for Contractor to perform such services;

NOW, THEREFORE, it is agreed as follows:

1. Services to be Performed By Contractor.

Contractor shall, under the general direction of the Municipal Court Judge, perform in good faith and to the best of Contractor's ability the following:

- A. Perform all actions and take all steps necessary to provide accurate and truthful translation to and from English to Spanish language and related dialects for written and spoken communication as needed by the Municipal Court Judge and Court Clerk.
- B. Make available at least one court certified or qualified interpreter during all hours when the Municipal Court is in session. Contractor shall confer with the Court and become familiar with the Court's calendar. Additionally the Court will provide Contractor with a current court schedule of dates, holiday and times of court sessions.

Contractor shall provide such other and additional translation services, which the Mayor or Municipal Court Judge may request from time to time.

2. Interpreter Requirements

Every interpreter performing under this Agreement shall:

- A. Before beginning to interpret, take an oath affirming that the interpreter will make a true and accurate interpretation to the person being examined of all the proceedings in a language which the person understands, and that the interpreter will repeat the statements of the person being examined to the court in the English language, to the best of the interpreter's skill and judgment.
- B. Abide by the code of ethics established by Supreme Court rule. 2.43.080.
- C. Be certified or qualified as required under this agreement.

- D. Have no criminal convictions for any offense involving truthfulness or honesty. Should an interpreter be charged with or convicted of such an offense, the interpreter shall immediately inform the court.

It shall be the Contractor's responsibility that interpreters performing under this agreement comply with the requirements of this section.

3. Certification.

All interpreters performing under this agreement shall be a Certified or Qualified Interpreter as defined under RCW 2.43. Certification may be waived only under the circumstances set forth under RCW 2.43.030; for such purposes the Municipal Court Judge shall be considered the "appointing authority".

4. Exclusive Agreement

This Agreement is an exclusive agreement City may not contract with additional and other persons for the same or similar services as are provided under this agreement. Contractor may contract with others to provide the same or similar services so long as no conflict of interest arises and so long as Contractor is able to maintain satisfactory performance under this agreement as determined by the Municipal Court.

5. Payment.

A. Spanish Interpreters.

City shall pay Contractor at the rate of Fifty dollars (\$50.00) per hour, with a minimum of one and a half (1 1/2) hours per court session. A "Session" is as defined in Attachment I of this agreement. In addition, City shall pay mileage if Contractor needs to bring an interpreter in from out of town at a rate equal to the current IRS or State of Washington rate, which ever is higher. However, City shall not pay any travel expenses, travel time, telephone costs, insurance, social security, medical benefits, unemployment benefits, or any other cost, benefit, or expense which Contractor may incur or which city employees may be entitled.

B. Non-Spanish Interpreters.

The City shall pay on a case-by-case basis based upon the charges to Contractor. City agrees to pay for any additional costs incurred for non-Spanish interpreters including transportation, mileage, airfare, or any other costs incurred.

6. Termination of Any Prior Agreement.

This Agreement revokes and replaces in its entirety any and all prior Independent Contractor Agreement executed by the parties hereto.

7. Applicable Laws and Policy.

In the performance of this agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Washington, and the ordinances, regulations, and policies of the City.

8. Independent Contractor.

The performance of the Contractor's services hereunder shall be in the capacity of an independent contractor and not as an officer, agent or employee of the City, and in this regard Contractor agrees to hold the City harmless from any and all damages to property or injury to persons arising out of the acts or omissions of the Contractor or Contractor's officers, agents, or employees. In the event Contractor has reason to know or suspect of any such claims, Contractor shall immediately notify the Mayor.

9. Termination.

It is mutually understood that either party may terminate this Agreement upon thirty (30) days notice to the other party without any cause whatsoever.

10. Duration.

This Agreement shall terminate automatically one (1) year from its execution, and unless renegotiated shall become a month-to-month Agreement if the parties continue to perform after the termination date.

11. Third Parties.

This Agreement is for the benefit of the parties hereto only, and no rights or benefits are created in any third parties.

12. Assignment.

Contractor shall not assign this Agreement without written consent of the City.

13. Severability.

In the event any portion of this Agreement is decreed to be unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining portions shall not be affected so long as the intent or meaning of the remaining portions is not affected.

Dated this 24th day of September 2007.

CITY OF UNION GAP

CONTRACTOR

Mayor

Celia Prieto-Butterfield
Columbia Interpreting Service

Municipal Court Judge

Attachment I.

Definition of "Session" pertains to billing & payment;

As of the date of this agreement, the Municipal Court sessions are; Mondays 8:00AM, 9:00AM, 11:00AM & 1:30PM; Thursday 8:00AM, 9:00AM & 1:30PM. However, for purposes of determining a billable session it is agreed by the parties that the AM times of 8:00 & 9:00 are considered one session under the current Municipal Court schedule.

Dated this 24th day of September 2007.

CITY OF UNION GAP

CONTRACTOR

Mayor

Celia Prieto-Butterfield
Columbia Interpreting Service

Municipal Court Judge