



MASTER CONTRACT: 125528-001

SUBCONTRACT #:

**CITY OF PHOENIX  
MUNICIPAL COURT  
INTERPRETING & TRANSLATION SERVICE CONTRACT**

**NAME ("CONTRACTOR"):**

**ADDRESS:**

**PHONE:**

**TARGET LANGUAGE(S):**

**A. ACTIVITY:** Contractor shall provide to the City of Phoenix Municipal Court ("City" or "Court") non-English interpretation and translation services in the target language to non-English speaking or sign language public participants in Court proceedings at the direction of and under procedures established for the Office of the Court Interpreters (OCI) of the Court as further provided by the Request for Qualifications for Interpreting and Translation Services dated March 1, 2009 ("RFQ"), which by this reference is incorporated herein and made a part hereof.

**DATE(S):** Service is to be provided on an "as needed" basis for a 1 year period ending on .

**B. PER DIEM COMPENSATION:** Contractor will be paid for its professional interpreting and translation services according to the following rates.

**1. Spanish Language Interpreters:**

\$70.00/First 2 hours: For the first two hours of the day for appearances lasting two hours or less.

\$20.00/hour: Per hour for each additional hour of that same day. Time worked in excess of the second hour will be paid to the next hour. Any cancellation by the Court of a request for services given no more than 24 hours from the time for the requested services will be compensated at the amount provided for the first two hours of service as if it had been provided.

**2. American Sign Language Interpreters:**

\$75.00/hour: Per hour with a two hour minimum payment. Any partial hours worked will be compensated at the full hourly rate. Interpreters scheduled for jury trials will be compensated for a minimum of eight hours regardless of outcome on the day of trial. Two interpreters will be scheduled for jury trials. Any cancellation by the Court of a request for services given less than 24 hours from the time for the requested services will be compensated at the amount provided for the first two hours of service as if it had been provided. Any cancellation by the Court of a request for services in a jury trial given less than 24 hours from the time for the requested services will be compensated at the amount provided for eight hours of service as if it had been provided.

**3. All Other Language Interpreters:**

\$60.00/First hour: For the first hour of the day for appearances lasting one hour or less.

\$20.00/hour: Per hour for each consecutive hour of that same day. Time worked in excess of the first hour will be paid to the next hour. Any cancellation by the Court of a request for services given no more than 24 hours from the time for the requested services will be compensated at the amount provided for the first hour of service as if it had been provided.

**4. Out-of-court interpreting services provided in Court-Appointed Attorney cases:**

\$35.00 per appointment, per case. This flat fee applies to all appointments, meetings, and attorney - client interviews lasting up to one (1) hour in length. Consecutively scheduled sessions for additional clients, at the same location, will be compensated at the rate of \$20.00 per case. Individual case/client sessions exceeding one (1) hour in length will be compensated at the rate of \$13.00 for each additional hour. The same rate schedule applies to no shows and sessions canceled without adequate notice. Maximum compensation for services under this schedule shall not exceed \$75.00 per hour.

\$60.00 per hour for telephone conferences, based on 5-minute increments, cumulative per billing cycle.

\$35.00 per hour for document translation and/or transcription services.

\$280.00 maximum compensation per diem.

**5. Mileage, incidental costs, special rates:**

There will be no additional compensation for mileage or any incidental costs associated with interpretation/translation services provided. However, a special pay rate for special circumstances, e.g., Relay and Real Time interpreting for hearing impaired, etc. may be approved as deemed appropriate by the Court's Chief Presiding Judge ("CPJ") on a case by case basis.

The City reserves the right to adjust the compensation periodically to remain within the fair market value for these services and to notify the contractor in letter form mailed by first class mail to last known address of contractor. Such notice shall constitute an amendment to paragraph B of this contract without further notice or signatures.

**C. SERVICES TO BE PROVIDED BY CONTRACTOR:**

1. Simultaneous interpretation of court proceedings;
2. Consecutive interpretation in and out of court as requested;
3. Translation of attorney-client correspondence and court-related documents;
4. Working the hours of 8:00 a.m. - 5:00 p.m., in part or whole, Monday through Friday; and including additional irregular hours such as weekends, holidays and evenings that may be required;
5. Providing interpretation and translation services as needed and directed by the CPJ, OCI or other CPJ designee;
6. Providing any other interpretation and translation services by the Court as contemplated in the RFQ.

**D. PHOENIX MUNICIPAL COURT WILL PROVIDE:**

1. Contact information (name, phone number, pager, and email address) and notice of need for services with as much advance notice as possible.
2. Access to the facility as necessary to perform the services described above.
3. Parking validation for designated City parking.

**E. STANDARD CONTRACT TERMS AND CONDITIONS:**

1. Contractor understands the City of Phoenix has an established policy of compliance with P.L. 93-112 Section 504 and P.L. 94-142 of the Americans with Disabilities Act..
2. Any contractor in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship.
3. Contractor agrees that no member, official, or employee of the City shall have any direct or indirect interest in the agreement, nor participate in any decision relating to this agreement which is prohibited by law. All parties to this agreement acknowledge that this agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
4. Contractor shall be in compliance with Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this agreement and to permit City inspection of records to verify such compliance.
5. Legal Worker Requirements: The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
  - a. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
  - b. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
  - c. The City retains the legal right to inspect the papers of Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty under paragraph 1.
6. Sudan and Iran: Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 & 35-393, in either Sudan or Iran.
7. Confidentiality and Data Security: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement,

Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Chief Presiding Judge, or his/her designee.

- a. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
  - b. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
  - c. In the event that data collected or obtained by Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Office of the Court Interpreter Supervisor immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
  - d. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
  - e. The obligations of Contractor under this Section shall survive the termination of this Agreement.
8. Contractor understands that under this contract they are not an employee of the City and do not have any Civil Service or retirement rights. Contractor serves the City as an independent contractor only and agrees to indemnify and hold the City harmless from any finding to the contrary.
  9. Contractor understands that there is no medical or workers' compensation coverage provided to Contractor by the City of Phoenix. Contractor is personally responsible for providing such coverage on their own behalf, as they see fit.
  10. Contractor shall submit the required Equal Employment Opportunity form(s) to the City Equal Opportunity Department ("EOD") and provide the Court liaison proof of such submission before the contract is effective.
  11. Contractor shall be the last signator on the contract.
  12. Contractor represents that it is familiar with the nature and extent of this agreement, the Scope of the Work, and any conditions that may affect its performance. The contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services.
  13. Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the City.
  14. Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's profession currently practicing in the same industry under similar conditions.
  15. The contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and the obligations of the parties shall be only those expressly set forth in this contract. The parties agree that the contractor will not be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to Contractor.

The undersigned has read the contract and agrees to the terms and conditions thereof, including the period and nature of the services, rate, and time(s) of payment. This contract may be cancelled if the City determines that the services are no longer needed. A contractor may request removal of its name from the qualified list of interpreters after the completion of the performance of any request for service which will thereby serve as cancellation of the contract by that contractor.

The undersigned Contractor affirms that all services under this contract will be provided by that signator personally, unless the undersigned is signing on behalf of a business entity. If the signator is signing on behalf of a business entity, then the signator personally affirms that he is authorized to sign on behalf of the named contractor and that any interpreter sent by that contractor to the Court to provide services meets all of the requirements necessary to be listed on the qualified list of interpreters and meets all other requirements of the contract with respect to the standards and ethical requirements for the services to be provided under the contract.

**CONTRACTOR**

**CITY OF PHOENIX, a municipal corporation**  
**Frank A. Fairbanks**  
**City Manager**

by: \_\_\_\_\_

by \_\_\_\_\_

Name: \_\_\_\_\_

Roxanne K. Song Ong  
Chief Presiding Judge  
Phoenix Municipal Court

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: This Contract has been approved as to form and need not be submitted to the City Attorney unless the Contract has been altered from the approved Master Contract No. 121995-001.**

\_\_\_\_\_  
**Acting City Attorney**

**ATTEST**

\_\_\_\_\_  
**City Clerk**