

**CONTRACT FOR INTERPRETER SERVICES
PACIFIC COUNTY, WASHINGTON
(Pete Hinton)**

THIS CONTRACT is entered into by the Superior Court of Pacific County, hereinafter referred to as "COURT" and Pete Hinton, [REDACTED] Tumwater, WA 98512, hereinafter referred to as "CONTRACTOR" for the purpose of providing Spanish speaking interpreter services.

SCOPE OF SERVICES

"CONTRACTOR" AGREES TO PROVIDE Spanish speaking interpreter services to the Superior Court, South District Court, and North District Court of Pacific County as requested by the "COURT", which includes Superior or District Court Judges, Court Administration, or Public Defense Attorneys. Services rendered under this agreement shall include court hearings and service to the Courts' Public Defenders who require English-Spanish translation with their clients. Such services may occur both in court, on the telephone, and in private session with the Public Defenders as directed by the Courts or Public Defenders.

SCHEDULING

CONTRACTOR shall place COURTS' interpreter needs, especially trials, in first priority over any other courts or persons.

TERM AND TERMINATION

This contract shall be deemed to have commenced on January 1, 2015 and shall continue through December 31, 2015. Either party may terminate this Contract upon sixty (60) days written notice.

INDEPENDENT CONTRACTOR

All parties agree that the "CONTRACTOR" is providing services under this Contract as an INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE "COURT" OR THE COUNTY. As such, the "CONTRACTOR" shall be solely responsible for all insurance (including auto, worker's compensation, business liability etc.), business fees or taxes, income taxes, social security contributions, and any other costs associated with operating a business in the State of Washington. The "CONTRACTOR" shall have and maintain complete control over all its employees, agents, and operations. Further, the "CONTRACTOR" hereby agrees not to make any representation to any third party, nor allow such third party to remain under the misimpression that the "CONTRACTOR" is an employee of Pacific County as it pertains to

providing services under this contract. The 'CONTRACTOR' agrees as a certified interpreter, the interpreter is acting as an officer of the court and agrees to conduct himself according to the JSILP.

CERTIFICATION

The "Contractor" shall be required to be certified as an interpreter as outlined in RCW 2.43 and General Rule (GR) 11 as currently constituted or as subsequently amended throughout the term of this Contract. Proof of such certification shall be presented to the "COURT," and on file with the Administrative Office of the Courts (AOC) as required. Failure to maintain this certification shall cause immediate termination of this Contract.

COMPENSATION

In consideration for the above services, the "CONTRACTOR" will be paid the annual sum of sixteen thousand six hundred seventy-four dollars (\$16,674.00) for 2015. The "CONTRACTOR" will be responsible for any costs associated with providing these services including but not limited to mileage and travel costs, office supplies, liability insurance or any other "CONTRACTOR'S" overhead or expenses. Said compensation shall be paid in twelve (12) monthly payments.

The "CONTRACTOR" agrees to maintain and provide the "COURT" with a monthly timesheet of all cases that services have been provided as a part of this Contract.

INDEMNIFICATION/HOLD HARMLESS

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof. CONTRACTOR further acknowledges that certain services performed under this agreement may occur within a jail setting or with prisoners. Performing services are inherently dangerous and CONTRACTOR specifically waives any claim for the tortuous conduct of any prisoner or for any injury sustained within the corrections setting.

ASSIGNMENT AND SUBCONTRACTING

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

NONDISCRIMINATION

The "CONTRACTOR" shall comply with all federal and state nondiscrimination laws, including but not limited to Chapter 49.60 RCW-Washington Law Against Discrimination and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). Any failure to comply with any nondiscrimination law, regulation, or policy is cause for immediate termination of the Contract.

SAVINGS AND SEVERABILITY

In the events any provision or portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, then said provisions(s) or portion(s) thereof shall be deemed severed and the remainder of this Contract shall not be affected and shall remain in full force and effect. Furthermore, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

This Contract shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the State of Washington. In the event that any party to this Contract or any subcontractor shall bring a suit or action on or arising out of this Contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Should the need arise during the term of this Contract for either party to notify the other of a change of address or for any other purpose, the following contacts shall be used:

For the "COURT"

Pacific County Superior Court Judge
Mike Sullivan
P.O. Box 67
South Bend, WA 98586

For the "CONTRACTOR"

Pete Hinton
[REDACTED]
Tumwater, WA 98512

DISABILITY OR DEATH

If "Contractor" shall become unable to perform the duties herein proscribed due to an illness lasting greater than two weeks the County shall be entitled to immediately terminate this agreement without 60 days written notice and shall be relieved of any further payment or contract obligations.

OWNERSHIP

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _____ day of _____, 20_____.

SUPERIOR COURT JUDGE:

CONTRACTOR:

 2/11/15
Michael J. Sullivan Date

Pete Hinton Date

CONFIRMED BY:

Board of Commissioners
Pacific County, Washington

ATTESTED:

Steve Rogers, Chair Date

Clerk of the Board Date