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, 1101 N 9th SW. 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.

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, 2014 and shall continue through December 31, 2014. 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.

CERTIFICATION

The "Contractor" shall be required to be certified as an interpreter as outlined in RCW 2.43 throughout the term of this Contract. Proof of such certification shall be presented to the "COURT". 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 2013. The "CONTRACTOR" will be responsible for any costs associated with providing these services including but not limited to mileage and travel costs, office supplies, or any other "CONTRACTOR'S" overhead 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.

INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

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 1101 N. 9th Avenue SW Tumwater, WA 98512

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:

_____

Michael J. Sullivan Date

CONTRACTOR:

_____

Pete Hinton Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

_____

Lisa Ayers, Chair Date

ATTESTED:

_____

Clerk of the Board Date