



## INTERPRETER SERVICES AGREEMENT

This Interpreter Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing interpreter services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the attached Additional Provisions, if any, referenced in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	HSDC Interpreting Services
	1625 19th Ave.
	Seattle, WA 98122
	Contact Person Name: Lindsay Klarman
	interpreting@hsrc.org
	(206) 632-7100
City Contact Person	Tracey Landry
	City of Everett -- Police Department
	3002 Wetmore Ave
	Everett, WA 98201
	tlandry@everettwa.gov
Interpreter Services	Service Provider will provide on-call interpreter services as requested by the City Contact Person or designee. Interpretation services will be in accordance with industry standards. If there are additional provisions governing the interpreter services other than the Basic Provisions and the General Provisions, those are attached as Additional Provisions.
Completion Date	December 31, 2024


BASIC PROVISIONS	
Maximum Compensation Amount	\$49,000.00
Method of Payment (must select one)	<input checked="" type="checkbox"/> Service Provider's rates/charges are attached as Additional Provisions. <input type="checkbox"/> Service Provider's rates/charges are as follows: Enter rates/charges as text here
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> N/A - Service Provider has 25 or more employees</p> <p>"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.</p>

***{signatures on following pages}***

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes the above Basic Provisions, the attached General Provisions, and the Additional Provisions attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

**HEARING, SPEECH & DEAF CENTER INTERPRETING SERVICES**



\_\_\_\_\_  
Cassie Franklin, Mayor


10/31/2023

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk

Signature:  \_\_\_\_\_

Name of Signer: Lindsay Klarman

Signer's Email Address: lklarman@hsrc.org

Title of Signer: Executive Director



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
OCTOBER 1, 2023

**ATTACHMENT**  
**INTERPRETER SERVICES AGREEMENT**  
**(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform on-call interpreter services as described in this Agreement. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the services and the amounts or rates to be paid for such services, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.
2. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
3. **Compensation.** The City shall pay Service Provider only for completed services. Service Provider shall be paid such amounts and in such manner as described in Basic Provisions. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
4. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Contact Person's Address in the Basic Provisions.
5. **Termination of Contract.** Either party may terminate this Agreement at any time effective upon written notice, in which case the City will pay for services duly rendered prior to termination.
6. **Independent Contractor.** This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors.
7. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. **Service Provider must have a City of Everett business license.**
8. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
9. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
10. **Notices.** Notices to the City shall be sent to the City Contact Person address in the Basic Provisions. Notices to Service Provider shall be sent to its address in the Basic Provisions.
11. **Venue/Law.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
12. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

**ATTACHMENT  
INTERPRETER SERVICES AGREEMENT  
(ADDITIONAL PROVISIONS)**

If there are Additional Provisions, attach them. If there is no attachment, then there are no Additional Provisions.

Additional Provisions

## GENERAL LETTER OF AGREEMENT FOR PROVISION OF INTERPRETING SERVICES

Customer: Everett Police Department  
Billing contact: Tracey Landry  
Billing address: 3002 Wetmore Ave, Everett WA 98201  
Billing email: tlandry@everettwa.gov  
Telephone: (425) 257-8447 Fax: \_\_\_\_\_  
PO # (if needed): \_\_\_\_\_

### SCOPE OF SERVICES

Hearing, Speech & Deaf Center (hereinafter referred to as "HSDC") agrees to provide services to the Customer to facilitate communication with Deaf, Deaf-Blind, and hard of hearing patients, customers, clients, and/or employees.

### PROFESSIONAL ETHICS

HSDC agrees to adhere to the Code of Professional Conduct of the Registry of Interpreters for the Deaf, Inc.

### NUMBER OF INTERPRETERS

Any assignment lasting more than 90 minutes OR assignments of less than 90 minutes but that are unusually complex will be assigned two interpreters. If the Customer believes that two interpreters are not appropriate, they must receive authorization to request only one interpreter from HSDC Interpreting Services staff.

### DURATION OF ASSIGNMENT

Should the assignment extend beyond its scheduled time, the interpreter may or may not be able to continue. If the interpreter is available to stay after the end time of an assignment, extra time will be charged in 30-minute increments. Should the assignment end early, the Customer is still responsible to pay for the full duration of services initially scheduled.

### TRAVEL EXPENSE REIMBURSEMENT

Mileage, travel time, tolls, or parking fees may be billed for in-person assignments. If billed, mileage is charged at the current IRS mileage reimbursement rate. All jobs requiring the interpreter to travel in excess of two hours round-trip will incur a surcharge of \$45 per hour in addition to mileage.

Per diem assignments located outside of the western Washington region will be negotiated at the time of the request.

### CONFIRMATION OF SERVICES

Once an interpreter is assigned to the Customer's request, the Customer will receive a job confirmation via email from the Interpreting Services office containing all relevant info as received. It is the responsibility of the Customer to read this confirmation and ensure that all information is correct. If the Customer does not respond to the Interpreting Services office via email with any corrections prior to the assignment taking place, all information in the confirmation will be considered correct and will be billed as such.

### CANCELLATION OF SERVICES

Cancellation of services requires the Customer provide at least two business days' notice prior to the assignment's scheduled start time. Our business days are Monday through Friday, excluding holidays. Notice must be given via email. If insufficient cancellation notice is given, Customers are responsible for paying the full amount of contracted time. These guidelines also apply if an assignment time is shortened. Cancellation of assignments longer than three days or more requires five business days' notice.

### RATES PER HOUR/PER INTERPRETER

Rates start at a two-hour minimum. Assignments that exceed the hourly minimum are billed in 30-minute increments.

In-person and remote (online) assignments will be billed with a two-hour minimum charge. Assignments whose duration exceeds two hours will be billed for additional time in 30-minute increments. Mileage, travel time, or parking may be billed for in-person assignments.

All cancellations must be received via email at least two business days prior to the assignment's scheduled start time.

### Rates Per Hour

PRESCHEDULED (job occurs more than 48 hours in the future) . . . . . \$95

SHORT NOTICE (job occurs less than 48 hours in the future) . . . . . \$125

LEGAL/JUDICIAL INTERPRETING . . . . . \$100

Invoices are processed after assignment completion. Payment from Customer is due no later than 30 days after receipt of invoice from HSDC. After 30 days, payments are subject to a late fee of 10% of the invoice total.

### TECHNICAL DIFFICULTIES

In the case of technical problems on the part of the interpreter that prevent successful interpretation such as a loss of internet or a malfunctioning webcam, etc., the Customer will not be charged for any services. In the case of technical problems on the part of the Customer that prevent successful interpretation of the session, the Customer will be billed in full for the duration of the originally scheduled appointment.

### INCLEMENT WEATHER

If inclement weather or an act of nature results in cancellation of an assignment by HSDC or the Customer, the Customer is not required to pay for the cancelled services.

### INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement shall be construed as an agreement that HSDC or its assigned interpreter has an employer-employee relationship with the Customer. HSDC has a tax account with the State of Washington Department of Revenue for payment of all sales, use, and Business and Occupation taxes.

### ARBITRATION

Any controversies arising under this Agreement, including but not limited to any dispute between the parties relating to Services, shall be arbitrated in King County, Washington in accordance with the commercial rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

### THIRD PARTY PAYMENT

Billing to a third party such as Labor and Industries will not be processed. Payment is the responsibility of the Customer.

### TERMS OF AGREEMENT

The rates and terms of this agreement shall be valid until terminated in writing by either party. Prices and terms are subject to change.

We have read the information presented and agree to the terms as stated.

HSDC: Lindsay Klarman Date: 01/01/2023

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

Name (please print)











# 2023 HSDC Interpreter Services Agreement (with Business License)\_SD

Final Audit Report

2023-10-31

Created:	2023-10-27
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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