



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	Purple Communications, Inc.
	11900 N. Jollyville Road #204209
	Austin, TX 78759
	Contact Person Name: Paula Souhrada
	Paula.Souhrada@purple.us
	605.681.7719
City Contact Person	Tracey Landry
	City of Everett – Police
	3002 Wetmore Ave
	Everett, WA 98201
Interpreter Services	tlandry@everettwa.gov
	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	October 10, 2026

BASIC PROVISIONS	
Maximum Compensation Amount	\$45,000.00
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>Answer: 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>Answer: 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**

Purple Communications, Inc.



Cassie Franklin, Mayor


11/06/2023

Date

ATTEST



Office of the City Clerk

Signature:  _____

Name of Signer: Greg Hlibok

Signer's Email Address: ghlbok@zvrs.com

Title of Signer: Chief Legal Officer



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
SEPTEMBER 28, 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 does not guarantee any specific amount of services will be requested of Service Provider under this Agreement. The City shall pay Service Provider only for completed requested 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. Service Provider may propose rate adjustments on the 30 days notice.
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.
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.

See Attached Rates and Policies

Additional Provisions



a Division of ZP Better Together, LLC



Purple partners with you in the Seattle Area
to assure your people can communicate, converse, and connect.

Email: purpleseattle@purple.us **Web:** signlanguage.com

Phone: 800-900-9478 x1173 | After Hours 800-549-6000

STANDARD HOURLY RATES

Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p), Monday to Friday, and requested with greater than two full business days' notice.

IN-PERSON INTERPRETING

To learn more, click signlanguage.com/onsite-interpreting

\$99/hour

SCHEDULED VIRTUAL INTERPRETING (SVI)

To learn more, click signlanguage.com/svi

\$90/hour

VIRTUAL CART/CAPTIONING

To learn more, click signlanguage.com/cart

\$165/hour

DIFFERENTIALS

In addition to the standard rates above, the following per hour differentials will apply to the listed services:

- A **\$15/hour** specialty differential will be charged for assignments that require specific practitioner knowledge, training, or experience.
- A **\$20/hour** after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A **\$30/hour** emergency differential will be charged for assignments requested with less than two full business days' notice.

IN-PERSON ASSIGNMENT CHARGES

- A \$99 fee, per practitioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.

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BILLING INCREMENTS

- All assignments are charged per practitioner.
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
- Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
- Virtual CART/Captioning assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.

CANCELLATIONS

- In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
- Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
- Virtual CART/Captioning assignments will be charged in full unless cancelled with one full business days' notice.

NUMBER OF PRACTITIONERS

To protect the occupational safety of our practitioners and to assure the highest quality communication, assignments may require a team of two or more practitioners. A Purple representative will work with you to determine the appropriate number of practitioners needed for your assignment. In the case that you are unavailable to discuss the number of practitioners required, Purple will make the necessary determinations.

ADDITIONAL SERVICES

- **Video Remote Interpreting (VRI)** provides a virtual interpreter on-demand and is available 24/7 with no pre-scheduling required. VRI sessions are billed at \$3.00/minute with a 5-minute minimum per assignment. To learn more about VRI click signlanguage.com/vri
- Pricing quotes are available upon request for In-person CART/Captioning services.
- Pricing quotes are available upon request for Post-Production Captioning services for a variety of media.

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PAYMENT

- ACH/EFT payments are preferred. We also accept major credit cards.
- Customers will receive a detailed invoice which must be paid within thirty (30) days of receipt of invoice. Accounts 45 days past due may be charged 1.5% interest on the outstanding balance.
- Invoicing for services rendered will occur electronically via email to the address provided. If you prefer an alternative billing method, please contact billing@purple.us
- To assure accurate billing, two distinct contacts are required; please include both a primary and secondary contact to prevent delays in activating your service.
- For all VRI assignments, Purple will invoice monthly and provide a call detail report.

SERVICE ACTIVATION

To activate services, please complete, sign and initial where appropriate this Rates and Policies form and return to bizdev@purple.us. A signed copy must be received before services can be provided.

AUTHORIZATION

By signing below, you certify that you are authorized to accept terms on behalf of your organization, and you agree that your use of Purple constitutes acceptance of all the rates, terms and policies set forth herein.

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City of Everett - 2023 Interpreter Services Agreement Purple_rev.SD

Final Audit Report

2023-11-06

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