

RESOLUTION NO. 06.08.14

**A RESOLUTION OF THE TOWN OF
MATTAWA, WASHINGTON, Approving a
Contract with _____ for the
Provision of Interpreter Services for the
Town.**

WHEREAS, A high percentage of the population of the Town of Mattawa does not speak, read, write, or understand the English Language; and

WHEREAS, It is difficult for the Town to find and hire persons who are proficient in both English and Spanish and whom, at the same time, have the vocational qualifications to perform the duties of the various positions in the Town, especially law enforcement positions; and

WHEREAS, It is very difficult, if not impossible, to conduct the business of the Town with persons who are not conversant with the English Language; and

WHEREAS, The Town Council of the Town of Mattawa finds it to be in the best interest of the Town to contract with persons who are conversant in both English and Spanish to act as interpreters on an "as needed" basis; Now, Therefore,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MATTAWA, WASHINGTON, as follows:


Section 1. That certain document entitled:

INTERPRETER SERVICES AGREEMENT

consisting of three (3) pages, which is attached hereto and by this reference incorporated herein and made a part hereof as though fully set forth herein, is hereby accepted and approved.

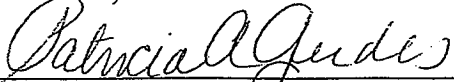
Section 2. The Mayor and the Clerk are hereby authorized to execute the said Agreement for and on behalf of the Town of Mattawa.

ADOPTED at a regularly scheduled meeting of the Town Council of the Town of Mattawa, this 3rd day of August, 2006.




Scott Hyndman, Mayor Pro Tempore

ATTEST;



Patricia A. Gerdes, Clerk/Treas.



Town Attorney

INTERPRETER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of August, 2006, by and between THE TOWN OF MATTAWA, WASHINGTON, a Municipal Corporation of the State of Washington, (hereinafter referred to as "TOWN"), and _____ whose address is _____ (hereinafter referred to as "INTERPRETER");

WITNESSETH:

WHEREAS, TOWN is in need of qualified persons to act as interpreters of the Spanish Language in the conduct of TOWN'S law enforcement responsibilities, business activities, public meetings, and other dealings with Hispanic persons who are not proficient in the English language; and

WHEREAS, INTERPRETER possesses the requisite knowledge, education, experience, and training in both the Spanish language and the English language to enable him to act as an interpreter, both from the Spanish language to the English language and from the English language to the Spanish language, and

WHEREAS, INTERPRETOR is willing to provide such services when the need shall arise and when called upon by a member of the Mattawa Police Department; or the Town/Clerk Treasurer, or the Mayor; Now, Therefore,

The Parties Hereto Agree as Follows:

1. INTERPRETER hereby certifies that he possesses the required knowledge, education, experience and training, to interpret the Spanish language into the English language, without delay, and to interpret the English language into the Spanish language without undue delay.

2. INTERPRETER further agrees that he will correctly, accurately, truthfully, and objectively make the interpretations called for herein.

3. INTERPRETER agrees that, when called upon by a member of the Mattawa Police Department, or the Town Clerk/Treasurer, or the Mayor, to respond as soon as possible, or as otherwise directed, to the Mattawa Town Hall to provide interpreter services as needed, Provided, However, that nothing herein shall be construed to require INTERPRETER to vary his normal schedule, or to "stand by" in order to be available should TOWN require his services, it being understood and agreed that INTERPRETER is to respond only if he is otherwise available.

4. In consideration of the performance of such services, TOWN agrees to pay INTERPRETER the sum of Thirty Dollars (\$30.00) per hour for the time actually spent in performing such duties for the Police Department, Provided, However, that INTERPRETER shall be paid a minimum of one hour (\$30.00) for the first hour of each call out, regardless of the time actually spent in performing the duties called for herein.

TOWN further agrees to pay the sum of Fifty Dollars (\$50.00) per hour for the time actually spent in performing such duties for the Town Council Meetings or any other public meeting involving the Town of Mattawa.

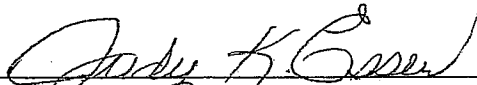
5. INTERPRETER shall keep an accurate record of each occasion that he is called upon to perform the services provided for herein, including the date, time spent and the subject matter by name.

6. TOWN agrees that upon presentation of an invoice which includes the information called for in the preceding paragraph, and upon the approval of the Chief of the Police Department as to the occasions when the services are performed for the Police Department, to pay the amount so billed by the end of the month following the submission of the invoice.

7. This agreement shall be effective on the date hereof and will continue until December 31, 2006, and shall automatically be renewed for one year at a time, unless either party notifies the other in writing prior to December 1 of each year of their desire not to renew the contract. In addition to the forgoing, this Agreement may be terminated by either party at any time by the giving of ten (10) days written notice of termination, whereupon this Agreement shall be of no further force and effect, Provided, However, that TOWN will pay INTREPERTER for all services performed prior to the termination.

IN WITNESS hereof, the Parties have affixed their signatures on the date first above written.

TOWN of MATTAWA, WASHINGTON

By: 
Judy K. Esser, Mayor

ATTEST:


Patricia A. Gerdes, Clerk/Treasurer