INTERAGENCY AGREEMENT IAA17533
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
EVERETT MUNICIPAL COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Everett Municipal Court (Court), for the purpose of distributing funds for court interpreter services expenses to the Everett Municipal Court (Court).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

a. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq*. The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

b. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.

c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).

d. "Qualifying Event" means a court interpreted event meeting the criteria found in Exhibit A and incorporated herein by reference and for which reimbursement is sought by the Court.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

a. These funds are intended to address the Court's following needs:

- Financial need - i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and
- Interpreter need - i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court's most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (ISF Data) reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.

b. Electronic data shall be submitted quarterly following the schedule as outlined in Section 5c below and using the online application and instructions found, and incorporated herein by reference, at: http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding.

c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.

d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.

e. The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.

f. The Court agrees to submit a written report to the designated AOC Program Manager by June 30, 2017, using the template attached at Exhibit B. The report will, among other things, identify and describe innovations and best and promising practices for interpreter services which have been implemented by the Court since July 1, 2016.

g. As a condition of receiving funding under this Agreement, the Court agrees to implement, maintain, and annually review an AOC-approved Language Assistance Plan (LAP) as reported in response to Section 10 of Exhibit B.

4. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2016, regardless of the date of execution and which shall end on June 30, 2017.

5. COMPENSATION

a. The Court shall be reimbursed a maximum of $7,086 for interpreter services costs incurred during the period of July 1, 2016 to June 30, 2017. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2017.

b. The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.

c. The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
   1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2016 and September 30, 2016, must be received by the AOC no later than December 31, 2016.
   2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2016 and December 31, 2016, must be received by the AOC no later than March 1, 2017.
   3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2017 and March 30, 2017, must be received by the AOC no later than April 30, 2017.
   4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2017 and June 30, 2017, must be received by the AOC no later than July 31, 2017.

d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e. The Court shall, submit its paper A-19 invoices quarterly to:

   AOC Financial Services
   PO Box 41170
   Olympia, Washington 98504-1170

   The ISF Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.

f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.

g. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

h. The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. This Agreement; and
c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

19. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Robert Lichtenberg PO Box 41170 Olympia, WA 98504-1170 robert.lichtenberg@courts.wa.gov (360) 350-5373	**Katie Traenkenschuh** Administrator 3028 Wetmore Ave Everett, WA 98201-4018 ktraenkenschuh@ci.everett.wa.us 425-257-7052

AGREED:

Administrative Office of the Courts	Everett Municipal Court
Callie L. Dietz 1/4/17	Ray Stephanson 12/8/16
Signature *Date*	*Signature* *Date*
Callie Dietz	
Name	*Name*
Administrator, AOC	
Title	*Title*

APPROVED AS TO FORM
James D. Iles
JAMES D. ILES, City Attorney

ATTEST:
Marion Pahl
City Clerk

EXHIBIT A

WASHINGTON STATE INTERPRETER SERVICES FUNDING FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

1. General Funding Conditions

The AOC will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions:

A. Spoken Language Interpreters

1) Certified and Registered Language Interpreters

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters as outlined in this Exhibit A.

2) Non-Credentialed Interpreters in Certified and Registered Language Categories

If either (a), the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC for those languages, or (b), after diligent search, a registered interpreter cannot be obtained for that language, then reimbursement will be provided for actual compensation paid pursuant to the payment structure as outlined in this Exhibit A, Section 2, (*see* "Payment Structure"), for those interpreters, providing that the interpreter is found otherwise qualified on the record by the Court pursuant to Chapter 2.43.

3) Non-Credentialed Languages

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been deemed qualified on the record pursuant to 2.43 RCW.

B. Sign Language Interpreters

Reimbursement for American Sign Language (ASL) interpreters appointed pursuant to RCW 2.42 will be authorized under the following conditions:

1) When the Court uses either:

(a) An interpreter with an SC:L or comparable legal specialist certification issued by the Registry of Interpreters for the Deaf; or

(b) An interpreter under contract or subcontracted with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH).

C. Salaried Staff and Contract Interpreters

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

D. Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for Limited English Proficiency (LEP) persons or persons who rely on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

E. Scope of Interpreter Funding

Reimbursement payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

2. Payment Structure

A. Hourly Rate

1) Rate for Spoken Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed $25 an hour for interpreter hourly rates and hourly minimum charges.

2) Rate for Sign Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed $25 an hour for interpreter hourly rates and hourly minimum charges.

3) Salaried Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, up to a maximum total salary of $60,000 plus 27 percent in benefits (i.e., state reimbursement = up to $30,000 of salary plus 13.5 percent in benefits).

4) Contracted Interpreters

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A and 2.B. The cost of contract interpreters who are paid other than on an hourly basis (e.g., on

a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

5) Telephone Interpreting Rate

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of $1.64 per minute (with no minimum service time).

6) Hourly Minimum Rate Charges

Where a minimum hourly rate charge up to $50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such hourly minimum rate.

7) Excess Charges

Interpreter rates in excess of $50 an hour or for hourly minimum rates exceeding the first two hours shall be the sole responsibility of the Court.

8) Hourly Rounding

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in *Interpreter Travel and Mileage Reimbursement*. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the funding conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

Interpreter mileage and/or travel time will be reimbursed as follows:

1. Mileage

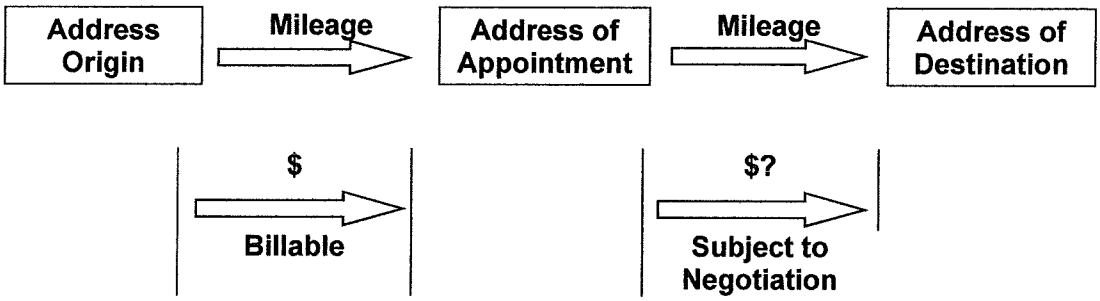
Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from "address of origin" [1] to "address of appointment"[2] basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the "address of appointment' to "address of destination"[3] on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an "address of appointment" to "address of destination" or roundtrip basis[4].

Interpreter mileage related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.



[1] "Address of origin" means the interpreter's home, office, or immediately previous appointment meeting place.
[2] "Address of appointment" means the courthouse or other location of the interpreter assignment.
[3] "Address of destination" means the interpreter's home, office, or immediately next appointment meeting place.
[4] "Roundtrip" means from the interpreter's home/office to the appointed meeting place, followed by the interpreter's return to their home/office.

2. TRAVEL TIME

Travel time will be reimbursed on a from "address of origin" to "address of appointment" basis. The Court and interpreter will negotiate reimbursement for travel time from "the address of appointment" to "address of final destination" on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an "address of appointment" to "address of destination" or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is $50. One half of the hourly rate is $25. The calculation would be 4 x $25 = $100 for travel time.

Distance	**Reimbursable**
Origin ⇨ Appointment 0 -15 Miles	Mileage Only
Origin ⇨ Appointment 16+ Miles or half-hour travel*	Mileage or Travel Time* (but not both)

*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

Exhibit B

Interpreter Reimbursement Program
Court Report Template

This information is to help evaluate the effectiveness of the court interpreter reimbursement program.

- The report should cover the period July 1, 2016 thru June 30, 2017.
- The report should include and answer the following, and can be supplemented by other materials such as charts, spreadsheets, etc.
- The report should be returned no later than July 31, 2017 to Robert Lichtenberg at Robert.lichtenberg@courts.wa.gov.
- The report should be no longer than three (3) pages.

1. Name of Court
2. Contract Number
3. Name of Person Completing Report
4. Provide a general description of interpreter services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
6. Identify two or three improvements made or promising practices realized by your court to improve interpreter services and/or to reduce expenses.
7. Identify any changes or improvements your court plans to implement in the future to improve interpreter services and/or to reduce expenses.
8. Identify any challenges or trends your court is experiencing with providing interpreter services.

9. Indicate if your court is regularly reviewing, monitoring, and updating your Language Access Plan (LAP).

   a. If so, who is responsible for this and how often is this accomplished? When was the LAP last reviewed and/or revised?

   b. If not, will your court be doing so in the future? When? What have been the impediments for doing so?

10. What do you see as the most significant areas of remaining need with regard to improving interpreter services?

11. Provide any additional information you would like us to know about your court's use of these funds and interpreter services in general.

Agreement EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET #15

PROJECT TITLE:
Interagency Agreement between Administrative Office of the Courts and Everett Municipal Court to continue participation in the state-funded interpreting reimbursement program

	Briefing
	Proposed Action
X	Consent
	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing
	Budget Advisory

COUNCIL BILL #	
Originating Department	Municipal Court
Contact Person	Katie Traenkenschuh
Phone Number	425-257-7052
FOR AGENDA OF	November 30, 2016

Initialed by:
Department Head
CAA
Council President

Location | **Preceding Action** | **Attachments** | **Department(s) Approval**
Municipal Court

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
This contract allows the Municipal Court's continued participation in the state-funded interpreting reimbursement program for the State fiscal year 2017. The Court has been involved in this program since 2008. The State has allocated $7,086 reimbursement toward interpreter costs for the fiscal year 2017.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Interagency Agreement between the Administrative Office of the Courts and the Everett Municipal Court to continue participation in the state-funded interpreting reimbursement program.

Council approved 11-30-16 H.P.