

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: All

Dept. Head/Contact Information: Municipal Clerk, Richarda Duffy Momsen, (915) 541-4127

Type of Agenda Item:

- | | | |
|---|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other <u>Independent Contractors</u> | | |

Funding Source:

- General Fund
 Grant (duration of funds: _____ Months)
 Other Source: _____

Legal:

- Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Approved Denied

Timeline Priority: High Medium Low # of days: _____

Why is this item necessary:

The Municipal Court is required to provide court interpreters per Article 38.30. [733] [816] [796] of the Texas Code of Criminal Procedure.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Budgeted for FY05

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING, JR.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN F. COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY W. COBOS
DISTRICT NO. 8

TO: Mayor Joe Wardy and City Representatives
FROM: Richarda Duffy Momsen, Municipal Clerk 
SUBJECT: Contracts for Court Interpreters on August 17, 2004 City Council Agenda
DATE: August 12, 2004

On the City Council Agenda for August 17, 2004 will appear nine contracts for certified, licensed court interpreters. These contracts were approved by the Civil Service Commission at their August 12, 2004 meeting. El Paso Municipal Court is required under Chapter 57, Subchapter A, 57.002 of the Local Government Code to provide a certified interpreter to defendants who request one at court hearings and trials.

The interpreters are licensed through the Texas Department of Licensing and Regulation. They serve among the five trial courts and two arraignment sessions at three locations: 9600 Dyer, 810 E. Overland and 601 East Overland. They are part-time, on-call contractors who serve according to the fluctuating demand for their services from 7:00 a.m. to 8:30 p.m. among the three locations.

Due to the competing demand for services for licensed interpreters among the federal, district, county, municipal courts and other governmental entities and among private attorneys, it is necessary for El Paso Municipal Court to have a pool of interpreters from whom to draw for the on-call service. Else wise we may be unable to provide an interpreter at the time and place the defendant has requested one. It is common for the interpreters to substitute among themselves when scheduling conflicts arise. They are paid \$40.00 per hour and \$10.00 for each quarter hour.

I am available at 541-4127 if I may answer any additional questions.

Funding Source: Department: 11010011 – Municipal Court Administration
Fund: 01101 – General Fund
Account: 502215 – Outside Contracts
Class: 11000

Districts affected: Defendants in all Districts

CC: Jim Martinez, CAO
Lisa Elizondo, City Attorney
Adrian Ocegueda, Executive Assistant to the Mayor

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a contract between the **CITY OF EL PASO** and **PATRICIA HERNANDEZ** as a Court Interpreter for the Municipal Court at an hourly rate of \$40.00 and partial hours after the first hour prorated at \$10.00 per fifteen minute periods. The Contract period shall be from September 1, 2004 through August 31, 2005.

ADOPTED this 17th day of August, 2004.

CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: Municipal Court
Attn: Municipal Clerk
810 East Overland
El Paso, Texas 79901-2560

CONTRACTOR: Patricia Hernandez

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas
this 17th day of August, 2004.

CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Patricia Hernandez
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richarda Duffy Momsen
Municipal Clerk

APPROVED BY THE CIVIL SERVICE COMMISSION:
Date: August 12, 2004

By: _____
Secretary

Patricia Hernandez

EDUCATION:

1996 UNIVERSIDAD AUTONOMA DE CIUDAD JUAREZ – Interpretation courses
1992 EL PASO COMMUNITY COLLEGE – courses towards an Assoc. Degree in Business Administration
1968 LORETTO ACADEMY – El Paso, TX – High School Diploma
1963 COLEGIO LATINO AMERICANO – Mexico City

EXPERIENCE

:
Licensed Interpreter in Texas – Certified in New Mexico
County of El Paso Texas-
10/9/2000 Staff Interpreter for County of El Paso Texas.
to Duties include: Verbatim interpretation in simultaneous, consecutive or summary mode
Present Spanish into English and English into Spanish for the benefit of the Court and/or Jury; for non-English, Spanish speaking defendants at arraignments, preliminary hearings, bond reductions, guilty pleas, pre-trial motions, trials, revocations, and other criminal court proceedings; for non-English, Spanish speaking witnesses in criminal cases during direct and cross-examination; for non-English speaking juveniles and/or their parents during detention, pre-trial, stipulation, adjudication, disposition, modification and review hearings; during civil cases interpret testimony only for non-English, Spanish speaking witnesses. Translate documents for District Attorney and Attorney General's offices.
Freelance interpreter/translator
July 1999 Experience in diverse fields, interpreting from English to Spanish and Spanish to English.
To Proficient in simultaneous and consecutive interpretations of presentations, lectures, Oct 2000 depositions, testimonies and speeches. Familiar with most translating software and word processing software crucial in producing professional documents. Bilingual and bicultural, having lived in Mexico City and the Cd. Juarez-El Paso area and having attended schools in both countries.
Security Capital Group – El Paso, Texas (Property Management Company)
May 1995 Under contract, translate diverse legal documents for the leasing industry, to include To leasing contracts, tenant obligations, advertisements, and many other diverse smaller June 1998 documents such as flyers, ledger entries, tenant complaints, etc. The purpose of these translations was for the accountants to understand the legalities involved when performing bookkeeping functions for companies in Monterrey and Cd. Juarez. Translated the company benefits manual and employee handbook, both in hardcopy and in a Powerpoint version.
ERM SOUTHWEST, INC. – El Paso, Texas (Environmental Consulting)
1991 to 1996 Translated documents for main branch and four affiliates located in Houston, Austin and Dallas, Texas; Maitre, New Orleans; Monterrey (Nuevo Leon, Mexico) and Mexico City. Served as a liaison between the US offices and the Mexican offices, being the only bilingual employee in the U.S. Instrumental in setting up the Mexico City office because of the extensive training needed of the Mexican staff to comply with formats and policies followed by all ERM companies in generating official reports. Because of my proven ability to enforce processes and training ability, I was in charge of proof reading all documents generated by the Mexican offices, not only for formatting but also to review grammar and spelling (both English and Spanish). Documents included environmental reports, blueprints, tables with scientific data, requests for proposals, evacuation plans with detailed medical terminology and policy manuals submitted to the governments of Mexico and the U.S.

Patricia Hernandez

- (continued)** **DEL SOL MEDICAL CENTER** formerly Columbia East and Vista Hills) El Paso, TX
Under contract, translated documents for different departments to include Radiology,
Human Resources, Patient Relations, Pharmacy and Environmental Services.
- 1988** These are some of the companies for which I have and continue working under contract or
to on call. These companies continue using my services for interpretation or translation,
Present depending on their needs.
- Brannon, Rasberry and Assoc. Court Reporters –(El Paso) On call for depositions
Keith and Miller Court Reporters – (El Paso) On call for depositions
Leland Gamblin Court Reporting – (El Paso) On call for depositions
Aim Research – (El Paso) – Interpret focus groups for marketing research purposes
State Bar of Texas – (El Paso) – Interpret in mediations
The Laster Group – Publishing Company (El Paso) translate radio and billboard spots
Drywall Company – (El Paso) – Benefit and Employee Handbook
- LAW FIRMS** (for depositions and legal documents):
(EL PASO) Gonzalez & Enriquez; Scott Hulse; Hicks and Lucky; McChristian and Jeans;
Mounce, Green, Myers; Carr, Flora Carroll; Kemp Smith; Mendel, Guzman, Blumenfeld;
(OUT OF TOWN)
Flahive, Ogden & Latson (Austin); Larry M. Lesh (Dallas); John Walker (Houston) Legal
Language Services (New York); Kenneth C. Downes & Assoc (Albuquerque)
- Other work** Abundant Living Faith Center – 1979 to present
Simultaneous interpretation of weekly services, for two hours at a time. This
includes speakers with different accents (South Africa, Canada, Australia, England)
Medical Consortium (Puerto Rico) Telephone interpretation
- References Available Upon Request