

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 **ARMINDA SUSSANA PALOMO** 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

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INDEPENDENT CONTRACTOR CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ARMINDA SUSSANA PALOMO** hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City, on behalf of Municipal Court, desires to engage the Contractor as a Court Interpreter; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the duties as stated in Attachment "A", Scope of Services, attached hereto and made a part hereof, under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services for the Municipal Court in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of the Contractor are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid Forty and 00/100 Dollars (\$40.00) per hour and partial hours after the first hour prorated at Ten and 00/100 Dollars (\$10.00) per fifteen minute periods. Employee work hours will vary according to the court's schedule.

The City will provide no fringe benefits. Employee agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is in the City of El Paso, Texas or such other places as may be necessary to fulfill the terms of this Contract.

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: ARMINDA SUSSANA PALOMO

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:

ARMINDA SUSSANA PALOMO
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

Sussana Palomo
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Objective

Court Interpreter at municipal judicial proceedings

Qualifications

Oral Interpretation: ENGLISH > < SPANISH

Simultaneous, consecutive, sight translation, summary interpretation, educational conferences.

Written Translation: ENGLISH > < SPANISH

Legal, advertising, manuals, education, medical, brochures, forms and documents.

Education

Secretariado Paraguayo de Niñas, Asunción, Paraguay, Certificate of Graduation, Graduated 1968

Experience

Probate Court, Judge Max Higgs

1991 to Present

Working as an interpreter at mental health hearings, guardianships and probate matters.

El Paso County Children Court, Judge Patricia Macias

1991

Worked as an interpreter at child abuse hearings.

65th Judicial District Court of El Paso, Judge Alfredo Chávez

1995 to Present

Working as an interpreter at child abuse and drug court hearings.

New Mexico State District Courts

1997 to Present

Working as an interpreter at hearings.

Texas Workers Compensation Commission

1997 to Present

Working as an interpreter at workers compensation hearings.

El Paso County Children Court, Judge Oscar Gabaldón

2000 to Present

Working as an interpreter at child abuse hearings and mediations.

Keith & Miller Certified Court Reporters

2000 to Present

Working as an interpreter for deponents.

Brannon Rasberry Certified Court Reporters

2000 to Present

Working as an interpreter for deponents.

City of El Paso Municipal Court
Working as an interpreter

2002 to Present