

**Agenda Item No. CA-f**  
**Meeting Date: 04-12-2021**

**Subject:** Authorizing the form of an Agreement for Interpreter Services and Authorizing Execution by the City of Dacono

**Presented by:** Matthew B. Skaggs  
Chief of Police

**Background:** The City of Dacono utilizes, from time to time, the services of interpreters for municipal court arraignments and trials. In addition, interpreters may be utilized to perform interpretation and translation services for the police department and for general city operations, both verbal and written, as may be the case. Establishment of a professional services contract, in form, formalizes agreements between interpreters who apply for and are chosen to perform such services, and the City of Dacono.

**Recommended Action:** Approval of Resolution 21-25 Authorizing the form of an Agreement for Interpreter Services and Authorizing Execution by the City

**AGREEMENT FOR INTERPRETER SERVICES**

**THIS AGREEMENT FOR INTERPRETER SERVICES** (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the City of Dacono, a Colorado home rule municipal corporation (the “City”), and \_\_\_\_\_, an individual (“Contractor”).

**WHEREAS**, the City desires to engage Contractor for the purpose of providing interpreter services to the City as further set forth in the Scope of Services (the “Services”), and Contractor desires to provide such Services to the City.

The parties to this Agreement hereby agree as follows:

**Section 1. Scope of Services & Compensation.**

A. Contractor shall provide the Services as described in the attached *Exhibit A*, which is incorporated herein by reference. City shall not be obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement.

B. Contractor shall bill the City on a monthly basis for Services actually completed and costs incurred at the time of billing rendered at a rate of \$\_\_\_\_ per hour. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in *Exhibit A*, and (2) necessary for performance of the Services. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees.

C. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

**Section 2. Term & Termination.**

A. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section. The City and the Contractor shall have the right to terminate this Agreement at any time upon providing 30 days’ written notice of termination to the other party. The City’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

B. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual

budgeting and appropriation by the Dacono City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

**Section 3. Assignment.** This Agreement shall not be assigned by Contractor without the written consent of the City.

**Section 4. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, or by United States first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the party for whom it is intended at the following address:

If to the City:

City of Dacono  
Attn: City Manager  
512 Cherry Avenue  
P.O. Box 186  
Dacono, CO 80514

If to the Contractor:

Name:  
Street address:  
City state zip:

Any such notice or other communication shall be effective when received as indicated on the delivery receipt if by hand delivery, or on the United States mail return receipt if by United States mail. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

**Section 5. Delays.** Any delays in or failure of performance by any party of the party's obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

**Section 6. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 7. Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 8. Governing Law and Venue.** This Agreement shall be deemed entered into in Weld County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Weld County of the State of Colorado, and in no other court.

**Section 9. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

**Section 10. Indemnification.** Contractor expressly agrees to indemnify and hold harmless City or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of Contractor's employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against City, City will give notice within ten (10) days thereof to Contractor. The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

**Section 11. Insurance.**

1. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability.
2. Contractor shall at its own expense be required to keep in full force and effect during the term of this Agreement automobile liability and physical damage insurance for any vehicle used in performing services for the City, in amounts not less than prescribed by the laws of the State of Colorado.
3. Contractor's automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. Contractor shall be solely responsible for any deductible losses under the required policies.

4. Certificates of insurance shall be provided by Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

**Section 12. Independent Contractor.** It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

(A) **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY.**

(B) **CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

(C) Notwithstanding anything in this Agreement to the contrary, the parties agree the relationship between the parties to this Agreement is as follows:

(1) Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

(2) Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

(3) The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

(4) Except as provided in this agreement, the Contractor shall not receive benefits of any type from the City.

(5) Contractor is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

(6) All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

(7) Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

**Section 13. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

**Section 12. Subcontractors.** [This Section may be removed if Contractor does not use subcontractors] If pre-approved by the City, Contractor may utilize subcontractors to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed sub-contractor and the description of their services to the City for approval. The City will not work directly with the subcontractors.

**Section 15. Prohibition Against Hiring Illegal Aliens.** [This Section may be removed if Contractor has no employees or subcontractors] Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

In witness whereof, the parties have executed this Agreement to be effective on the Effective Date.

**CITY OF DACONO**

By: \_\_\_\_\_  
Joe Baker, Mayor

**ATTEST:**

\_\_\_\_\_  
Valerie Taylor, City Clerk

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Contractor's Scope of Services**

-The interpreter shall attend Court at \_\_\_\_\_, which is held every third Thursday of the month.

-In general, court sessions occur 9:00A.M. to 11:00 A.M. The interpreter may leave if service is not needed

-Times may change based on the needs of the court and the interpreter is expected to make themselves available any time court is held.

-Interpreting for Spanish Speaking Defendants and or family involved with the Defendant

-Interpreting for Spanish Speaking/English between Defendant and Prosecutor

-Interpreting for Spanish Speaking/English between Defendant and Judge

-Interpreters must be certified for all court trials by the courts of the State of Colorado.

Please follow the link for certification guidance:  
[https://www.courts.state.co.us/Administration/Custom.cfm?Unit=interp&Page\\_ID=761](https://www.courts.state.co.us/Administration/Custom.cfm?Unit=interp&Page_ID=761)

-It is preferred that interpreters be certified for arraignments as well, but not required

-Interpreter shall also provide interpreter services for general police and City business, and draft written narratives for both police and general city business as directed by the City.

**Contractor's Pre-Contract Certification  
Regarding Employing Illegal Aliens**

**[This may be omitted if Contractor has no employees or subcontractors]**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

**Contractor:**

By \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESOLUTION NO. 21-25**

**A RESOLUTION APPROVING THE FORM OF AN AGREEMENT FOR INTERPRETER SERVICES AND AUTHORIZING EXECUTION BY THE CITY**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The proposed form of Agreement for Interpreter Services is hereby approved in the form that accompanies this resolution.

**Section 2.** The Mayor is hereby authorized to execute any Agreement for Interpreter Services presented to the City in the approved form without further action by the City Council, and is further authorized to negotiate and approve on behalf of the City such revisions to the form Agreement for Interpreter Services as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the form Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 12<sup>th</sup> day of April, 2021.

CITY OF DACONO, COLORADO

\_\_\_\_\_  
Joe Baker, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Taylor, City Clerk