

**INDEPENDENT CONTRACTOR AGREEMENT FOR
INTERPRETER SERVICES**

This Agreement is between Canyon County ("County"), Idaho, a political subdivision of the state of Idaho, and Gamze Kalay, an individual ("Contractor"), whose address is 221 S Garfield St Unit 202 Denver, CO 80209

WHEREAS, in any civil or criminal action in which any witness or party does not understand or speak the English language, or where any witness or party has a physical disability that prevents them from fully hearing or speaking the English language, the court is to appoint a qualified interpreter to interpret the proceedings and the testimony of such witness or party; and

WHEREAS, the Idaho Supreme Court has the authority to make rules governing procedure in the court pursuant to Idaho Code §§ 1-212 and 1-213; and

WHEREAS, pursuant to Idaho Court Administrative Rule 52, it is essential that the courts of Canyon County secure the constitutional rights of these persons by providing accurate, complete, impartial, and confidential interpreter services to these persons; and

WHEREAS, Idaho Court Administrative Rule 52(c) requires the Idaho Supreme Court to "administer the State Court Interpreter Program," and requires the administrative director of the Idaho Supreme Court to "establish programs and develop resources"; and

WHEREAS, the courts are vested with the power to appoint qualified interpreters pursuant to Idaho Code § 9-205; and

WHEREAS, an interpreter is entitled to be paid a fee as set by the court and paid by the county treasury pursuant to Idaho Code § 9-1603; and

WHEREAS, the County further requires interpreter services pertaining to its administrative and governmental functions which by necessity occasionally occur outside the purview of the courts, including but not limited to indigent services, home visitation, and civil marriages; and

WHEREAS, the Canyon County Clerk of the District Court ("Clerk") must perform such duties as are prescribed by the law and required of him by the rules and practices of the court pursuant to Idaho Code § 1-1001, as well as comply with the requests made by the administrative director pursuant to Idaho Code § 1-614(a); and

WHEREAS, the Board of County Commissioners ("Board"), as county executive is vested by law with the authority and power to enter into contracts and pay accounts legally chargeable against the County pursuant to Idaho Code §§ 31-602, 31-604, 31-801, 31-810, and 31-828; and

WHEREAS, no formal procurement process is necessary because interpreter services are exempt under Idaho Code § 67-2803(4) as personal or professional services; and

WHEREAS, the County is desirous of entering into an agreement with the Contractor for interpreter services.

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings herein:

- A. "*Assignment*" means a hearing or proceeding associated with an individual requiring interpreter services.
- B. "*Client*" means an individual requiring interpreter services.
- C. "*Conflict of interest*" for the Contractor exists if any of the following circumstances are true for any given assignment:
 - i. The Contractor is a friend, associate, or relative of a party or counsel for a party involved in the proceedings;
 - ii. The Contractor has served in an investigative capacity for any party involved in the case;
 - iii. The Contractor has previously been retained by a law enforcement agency to assist in the preparation of the case at issue;
 - iv. The Contractor or the Contractor's spouse or child has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that would be affected by the outcome of the case;
 - v. The Contractor has been involved in the choice of counsel or law firm for that case.¹
- D. "*Force Majeure*" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party, and any consequences of that event or circumstance. Force Majeure events shall not, however, include a strike or other labor unrest that affects only that party, an increase in prices, a change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance. The determination of whether an event qualifies as a Force Majeure event is in the County's sole discretion.
- E. "*Scheduled time period*" means a time period for which the Contractor has agreed to provide interpreter services. The minimum scheduled time period is two hours.

¹ William E. Hewitt, *Chapter 9 Model Code of Professional Responsibility for Interpreters in the Judiciary*, Court Interpretation: Model Guides for Policy and Practice in the State Courts (1995), <http://ncsc.contentdm.oclc.org/cdm/ref/collection/accessfair/id/162>.

2. Interpreted language, certification, and proficiency.

A. *Interpreted language.* The Contractor is proficient as an interpreter in the following languages with the following certification(s):

Language (e.g. "Japanese")	Certification Level (if any) (e.g. "Registered")	Certification State (if any) (e.g. "Idaho")
Turkish	Conditionally Approved	C.O

B. *Proficiency documentation.* The Contractor shall provide proof of the Contractor's proficiency in each interpreted language prior to rendering any services on behalf of the County. Proof of such proficiency includes (1) certification or approval to be a court interpreter in the interpreted language by a state, jurisdiction, or other government agency (strongly preferred, if any); (2) interpretation examination results (if any); or (3) completion of coursework that demonstrates proficiency in the interpreted language (if any). If the Contractor is currently approved through the Idaho Supreme Court as either a certified interpreter, a conditionally approved interpreter, or a registered interpreter, then the proficiency documentation must include proof that the Contractor is in compliance with the continuing education requirements of the Idaho Administrative Office of the Courts.

3. Services.

A. *Interpretation.* The Contractor shall render a complete and accurate interpretation, without altering, omitting, or adding anything to what is stated or written, and without explanation of the same, for all information in an assignment that is relevant to the client's right to due process and right to meaningful participation in the proceedings. The Contractor shall be prepared to provide interpreter services in any or all of the following modes: simultaneous, consecutive, or sight translation. The Contractor shall also abide by any and all directives of the court during the assignment. The Contractor shall maintain cordial working relationships with the County and with other interpreters with whom the Contractor may have to collaborate with from time to time.

B. *Compliance.* The Contractor shall comply with all relevant federal, state, and local laws and regulations, as well as with the Idaho Court Interpreter Program Policy Manual ("ICIPPM")² published by the Idaho Administrative Office of the Courts, and the Idaho Code of Professional Responsibility for Interpreters ("ICPRI").³

² Idaho Court Interpreter Program Policy Manual (August 2008), <https://isc.idaho.gov/interpreters/CI-ProgramPolicyManual.pdf>.

³ Model Code of Professional Responsibility for Interpreters in the Judiciary, <https://isc.idaho.gov/interpreters/CI-ProfessionalResponsibilityCode.pdf> (last visited Feb. 14, 2019).

- C. *Continuing education.* The Contractor shall maintain all continuing education accreditations or requirements necessary to maintain any certification status that it may have.
- D. *Daily summary.* At the end of any day during which the Contractor has rendered any interpreter services under this Agreement, the Contractor shall send the Clerk (or his/her designee) a summary of details pertaining to each case (e.g., continuances, vacated hearings and trials, equipment needed, interpreter was not needed and such fact was put on the record).
- E. *Credential changes.* The Contractor shall notify the County in writing within forty-eight (48) hours of receiving notice of any changes in the Contractor's certification level or credentials.

4. Notice.

- A. *Contact information.* Any notifications pertaining to this Agreement or for purposes of coordinating interpreter services shall be in writing delivered by email addressed to the parties as follows:

COUNTY
 Language Access Office
 111 N. 11th Avenue, Ste. 330
 Caldwell, Idaho 83605
D3int@canyoncounty.id.gov
 208-454-7337

CONTRACTOR
221 S Garfield St
202
Denver CO 80209

Any party may change its contact information at any time by giving written notice to all of the other parties as set forth above.

- B. *Notification method.* A party has been notified for purposes of this Agreement if the notifying party has sent the receiving party written notice via email at the email address listed herein.
- C. *Notification time.* Notification is based on the time that the notifying party sends the message, not when the receiving party opens the message.

5. Assignment coordination.

- A. *No guarantee.* This Agreement is not a guarantee that the Contractor will receive opportunities to provide interpreter services. The authority over assigning assignments to the Contractor under this Agreement lies in the sole discretion of the Clerk (or his/her designee).
- B. *Acceptance.* If the Contractor is a potential fit for a scheduled time period, the Clerk (or his/her designee) will send out emails asking if the Contractor is available for the scheduled time period. To accept a scheduled time period, the Contractor must respond in writing in a timely manner only after ensuring that the Contractor is available for the scheduled time period.
- C. *Scheduling conflict.* Once the Contractor has accepted a scheduled time period, the Contractor may not schedule any other interpreting assignment with any other entity other than the County during the scheduled time period.
- D. *Reassignment.* Regardless of changes in court calendars, the Contractor is expected to remain available and cover any assignments for which the Contractor has no conflict of interest during the entire scheduled time period. If the Contractor declines an assignment during a scheduled time period for which the Contractor has no conflict of interest, the County shall not pay cancellation fees or reimburse travel costs and mileage. If no new assignment arises for the Contractor during the scheduled time period, then the County must pay cancellation fees as set forth in this Agreement.
- E. *Assignments that end early.* If the Contractor's assignments have finished before the end of the scheduled time period, the Contractor must immediately notify the Clerk (or his/her designee) that he/she is available, remain on-site until the end of the scheduled time period, and accept any new assignments, if any, in the same manner as set forth in the Reassignment subsection herein. The Clerk (or his/her designee) may allow the Contractor to leave before the end of a scheduled time period on a case-by-case basis; such releases from the Clerk (or his/her designee) must be in writing.

6. Compensation.

- A. *Hourly rate.* The County shall pay the Contractor \$65.08 per hour for interpreter services rendered or for the scheduled time period (whichever is longer), subject to the other terms of this Agreement. The Contractor must bill in fifteen-minute increments (one-quarter of an hour).
- B. *Mileage or travel time.* Mileage or travel time shall only be paid when necessary to provide interpreter services for a scheduled time period under this Agreement. The Contractor is entitled to receive a fee for mileage as follows:

- i. Travel between the Contractor's office and the courthouse: If the distance between the Contractor's office and the courthouse is eighty (80) miles or less, then the County shall pay the mileage rate that the state of Idaho pays state employees pursuant to Idaho Code § 67-2008 for mileage to and from the courthouse. If the distance between the Contractor's office and the courthouse exceeds eighty (80) miles, then the County shall pay the lesser of (a) the hourly rate for time spent driving the distance to and from the courthouse, or (b) airfare to and from the courthouse, parking, lodging, and per diem, unless otherwise negotiated and agreed to by the Contractor and the Clerk (or his/her designee) on a case-by-case basis.
 - ii. Travel between the courthouse and other venues: The Contractor is not eligible for mileage reimbursement or travel time pay for travel between the courthouse and other engagements that are not under this Agreement.
- C. *Late penalty*. This Agreement imposes no monetary penalty on the Contractor for arriving late to assignments. However, the Contractor acknowledges that (i) timeliness is imperative, and (ii) repeated tardiness may lead to termination of this Agreement.
- D. *Third party*. The Contractor may not accept any payments from clients or third-parties for interpreter services provided for an assignment under this Agreement.
- E. *Invoice*. The Contractor shall submit an invoice (Exhibit A, attached hereto and incorporated by reference) documenting work performed under this Agreement either once or twice a month for approval by the Clerk. A list of invoice due dates and scheduled payments will be provided to the Contractor by the Clerk. Each invoice must list the case numbers, the names of the clients, dates the services were rendered, the scheduled time period (or time spent providing interpreter services, if longer), applicable cancellation fee (if any), and mileage or travel time (if applicable).
- F. *Tax forms*. Before commencing services under this Agreement, the Contractor shall complete and provide a W-9 form to the County. The County shall send a 1099-MISC form to the Contractor on or before January 31 of the year following each calendar year in which the Contractor has provided interpreter services for the County.
- G. *Payment*. Payment under this Agreement will be on a bimonthly basis according to the County's claims payment calendar (Exhibit B, attached hereto and incorporated by reference). If the Contractor submits an invoice prior to the "turn in no later than" date and time column in Exhibit B, then the County will typically pay the Contractor on the date listed in the "will be paid on" column in Exhibit B. Occasionally, the County may miss an invoice submitted in a timely manner, and as such, payment of such invoice may be delayed until a subsequent payment date.

7. Cancellation by County.

- A. *48-hour notice.* The County may cancel a scheduled time period at any time. If the County cancels a scheduled time period with less than forty-eight (48) hours' notice, excluding weekends and holidays, prior to the start of the scheduled time period, the County shall compensate the Contractor for up to sixteen (16) hours of scheduled time periods on two (2) days. Each day is considered a separate scheduled time period for purposes of cancellation. For example, if the Contractor was assigned to a scheduled time period for a five-day jury trial but the trial ended early at the end of the second day, and no other assignments exist for the Contractor during the following three days, then the Contractor would be entitled to a cancellation fee for the scheduled time periods on days three and four of the trial but not for day five.
- B. *Applicability.* This cancellation fee applies only to a scheduled time period that has been assigned to the Contractor at least forty-eight (48) hours, excluding weekends and holidays, prior to the start of the scheduled time period. The County owes no fee for cancellations of all other scheduled time periods. Furthermore, the cancellation fee owed by the County only applies to the extent that the Contractor had no other assignments from the County during the scheduled time period. For example, if the Contractor accepted a full-day scheduled time period for a one-day jury trial, and the jury trial was canceled the morning of the scheduled trial, but the County was able to find other assignments for the Contractor for the entire morning, the County's cancellation fee shall only be for the afternoon portion of the originally scheduled time period.
- C. *Alternative fee arrangement.* The cancellation fee set forth herein is the default, and the Clerk (or his/her designee) and the Contractor may mutually agree to modify the cancellation fee on a case-by-case basis.

8. Cancellation by Contractor

- A. *48-hour notice.* The Contractor must cancel a scheduled time period at least forty-eight (48) hours prior to the start of the scheduled time period. If the Contractor cancels a scheduled time period with less than forty-eight (48) hours' notice, excluding weekends and court-observed holidays, the Contractor shall reimburse the County the cost of the replacement interpreter for up to sixteen (16) hours of reserved time for the scheduled time period, including any mileage, travel reimbursement, per diem, and lodging costs. The Contractor waives the right to any compensation, including any and all travel reimbursement and mileage, when it cancels a scheduled time period with less than forty-eight (48) hours' notice.
- B. *Premature departure.* If the Contractor has accepted a scheduled time period that ends either at or within an hour of 12 p.m. or 5 p.m., and an assignment scheduled to be held during the scheduled time period exceeds the scheduled time period, the

Contractor shall finish providing interpreter services for that assignment. Departure before the conclusion of the hearing on such assignment shall constitute breach of this cancellation provision such that the Contractor must reimburse the County the same as set forth in Section 8(A) above, as well as forfeit the right to any compensation, including any and all travel reimbursement and mileage, for that scheduled time period.

C. *Waiver of cancellation fee.* The County may waive the cancellation fee for a qualifying Force Majeure event as determined at the County's sole discretion.

9. County equipment. The Contractor may sometimes need to use the County's equipment for purposes of simultaneously interpreting for multiple individuals. The Contractor is expressly forbidden from removing the equipment from the County's premises for any purpose without the written consent of the County.

10. Non-appropriation. In order to comply with the requirements of Article VIII, Section 3, of the Constitution of the State of Idaho, the Contractor understands and agrees that the County may, solely at its option, cancel this Agreement for any fiscal year when the necessary funds for fulfillment of this Agreement are not budgeted for, and appropriated by, the County. The County's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

11. Independent contractor.

- A. *Right of control.* The County agrees that it will have no right to control or direct the details, manner, or means by which the Contractor accomplishes the results of the services performed hereunder. The Contractor has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this Agreement. The Contractor must not let its other contracts or services interfere with the performance of its services under this Agreement.
- B. *Not an employee.* The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the County. The County shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes the work specified by the County.
- C. *Taxes and benefits.* Neither federal, state or local income taxes, nor payroll taxes of any kind, shall be withheld and paid by the County on behalf of the Contractor or the employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Contractor understands that the Contractor is responsible to pay, according to law, the Contractor's income tax. The Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax to be paid by the Contractor.

12. Indemnification.

- A. *Contractor indemnification for Contractor's actions.* In the event the County is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of the Contractor or its employees, the Contractor shall indemnify, defend and hold the County and its employees harmless from and against all liability, claims, losses, costs, and expenses arising out of, or resulting from, the actions of the Contractor. This duty shall extend only to the extent where there are no allegations of wrongful acts, omissions or negligence of the County or its employees.
- B. *Contractor indemnification for other liability.* As with respect to all acts or omissions which do not arise directly out of the performance of services including, but not limited to, those acts or omissions normally covered by worker's compensation insurance, commercial general liability insurance, and automobile liability insurance, the Contractor agrees to indemnify, defend (at the County's option), and hold harmless the County and its employees from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with the Contractor's (or Contractor's subcontractor's, if any) performance or failure to perform, under the terms of this Agreement, excepting those which arise out of the sole negligence of the County.

13. Non-exclusive agreement. This Agreement is non-exclusive, and the Contractor and the County may contract with any other person or entity for providing interpreter services.

14. Term. This Agreement shall be in effect immediately upon the date of the last signature on this Agreement, and shall run until September 30, 2025, unless terminated as otherwise provided herein. On October 1, 2025, this Agreement will automatically renew for subsequent one (1) year terms, unless otherwise terminated as provided herein.

15. Termination.

- A. *Termination for convenience.* Either party may terminate this Agreement for any or no reason by providing thirty (30) days' written notice to the other party.
- B. *Mutual termination.* This Agreement may be terminated immediately by mutual agreement in writing by both parties.
- C. *Termination for cause.* In the event that either party fails to conform to the terms of this Agreement, written notice of such failure and a demand for performance within five (5) business days may be issued. In the event the deficient performance is not cured within those five (5) business days, the Agreement may be terminated for cause.

D. *Compensation in event of termination.* In the event of termination, the Contractor shall be compensated for services rendered, subject to the other terms of this Agreement.

16. Assignment. The Contractor may not assign or subcontract the performance of its obligations under this Agreement without written consent from the County.

17. Copyrights and rights to products. The County retains exclusive ownership rights to all documents and audio/recordings, if any, produced under this Agreement.

18. Advertising. The Contractor shall not use the name or seal of Canyon County in advertising, publicity, or any other promotional endeavor without prior written consent from the County in each instance. The Contractor will not represent that any product or service provided by the Contractor has been approved or endorsed by the County.

19. Severability. The parties agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

20. Controlling law and venue. This Agreement shall be construed and enforced in accordance with the laws of the United States and of the State of Idaho without regard to its conflict of law provisions. The Idaho state courts of Canyon County, Idaho (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Idaho) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and the parties hereby consent to the jurisdiction of such courts.

21. Waiver of jury trial. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as written consent to a trial by the court.

22. Attorney fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction.

23. Entire agreement. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by a written document signed by all the parties.

In witness whereof, the parties have signed this Agreement on the dates written below.

DATED this 13th day of January, 2024^{5th St}

“CONTRACTOR”

Ganze Kalay
Contractor Name (please print)
Ganze Kalay
(signature)

On this 13th day of January, 2024^{5th St}, before me, a notary public for Colorado, appeared Ganze Kalay, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)

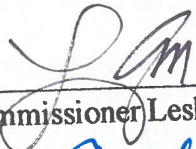
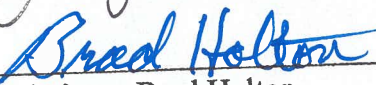

STEPHANIE TIFFANY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244044930
MY COMMISSION EXPIRES DEC. 09, 2028

Stephanie Tiffany
Notary Public for Colorado
Residing at 100 Fillmore St, Ste 100, Denver, CO, 80202
My Commission Expires: 12/09/2028


DATED this 15th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: 
~~Clerk of the Courts~~ Deputy Clerk