

## INDEPENDENT CONTRACTOR AGREEMENT

Independent contractor agreement made this 1st day of July, 2016 between City of San Luis, P.O. Box 1170, San Luis, Arizona, 85349 ("City") and Ruth Guerra ("contractor").

- A. City is desirous of obtaining interpreting/translating services for customers who conduct business with the court.
- B. Contractor agrees to perform these services for City Court under terms and conditions set forth in this contract.

In consideration of these matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### SECTION ONE DESCRIPTION OF WORK

The charge for interpreting/translating for customers at the Court will be set at \$100.00 per day regardless of the amount of cases interpreted/translated.

Contractor agrees to be available from 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays and any other times excepted by the Court.

Contractor agrees to provide interpreting/translating for criminal cases, civil traffic hearings, petition for Orders of Protection and Injunction against Harassment, Prisoners in-custody, litigants who otherwise do not speak English and other needs as determined by the Court.

Invoices should be submitted weekly to the Court Administrator each Friday, no later than 5:00 p.m. beginning July 1, 2016.

This agreement shall be in effect for a period of one year and is renewable every subsequent year if both parties agree to renew it.

### SECTION TWO PAYMENT

Court will pay contractor pursuant to the terms and conditions stated hereinabove.

### SECTION THREE RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. Court is interested only in the results to be achieved, and the conduct and control of the work will lie solely with contractor. While performing interpreting/translating services, contractor is not to be considered an agent or employee of the Court for any purpose, and not entitled to any benefits normally extended to Court employees.

## SECTION FOUR LIABILITY

The work to be performed under this contract will be performed entirely at contractor's risk, and contractor assumes all responsibility for any incidentals related to the performance of the work. Contractor agrees to indemnify Court for any and all liability or loss arising in any way out of the performance of this contract.

## SECTION FIVE EQUIPMENT

There is no equipment required for the performance of this contract. If any equipment is required in the future, the Court agrees to furnish interpreting/translating equipment which shall remain the property of the court.

## SECTION SIX DURATION

This contract is for fiscal year 2016/2017 and shall terminate June 30, 2017. Either party may cancel this contract on 30 day's written notice unless mutually agreed upon a different time period of notification of intention to terminate contract. This contract is renewable every subsequent year if both parties agree to renew it.

## SECTION SEVEN MISCELLANEOUS

- A. **WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Contractor or Court of the breach of any covenant of this agreement shall be construed as a waiver of any proceeding or succeeding breach of the same of any other covenant or condition of this contract.
- B. **ATTORNEY'S FEES.** In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reasons of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable cost and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.
- C. **COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such

counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

- D. HEADINGS. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- E. TIME OF THE ESSENCE. Time is of the essence of this contract.
- F. NO PARTNERSHIP AND THIRD PARTIES. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Contractor or Court. No term or provision of this agreement is intended to be, or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- G. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- H. AMENDMENT. No change or additions are to be made to this agreement excepted by a written amendment executed by the parties hereto.
- I. GOVERNING LAW. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. 32-511.
- J. VENUE. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.
- K. SEVERABILITY. Every provision of this agreement is, and will be construed to be, a separated and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of the provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

L. NO PERSONAL LIABILITY. No member, official or employee of the Court or City shall be personally liable to Contractor, or any successor or assignee, (a) in the event of any default or breach by the Court or City, (b) for any amount which may become due to the Contractor or its successor or assign, or (c) pursuant to any obligation of the Court or City under the terms of this contract.

The parties have executed this agreement on the day and years first above written.

CITY OF SAN LUIS

CONTRACTOR

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Ruth Guerra

Approved as to form:

By: \_\_\_\_\_  
City Attorney