

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of October 2021, by and between:

THE CITY OF ARKANSAS CITY, KANSAS

a Municipal Corporation,
herein referred to as “City,” and

ILEANA BADILLO INTERPRETING AND TRANSLATION SERVICES, LLC

herein referred to as “Interpreter.”

PURPOSE: The purpose of this Agreement is to set out the terms and conditions by which the Interpreter shall perform duties of an interpreter as may be required for the Arkansas City Municipal Court and to provide a basis for compensation for such services.

NOW, THEREFORE, THE CITY AND INTERPRETER AGREE AS FOLLOWS:

1. Appointment. The City Manager does hereby appoint Ileana Badillo-Moguel as Interpreter for the Arkansas City Municipal Court on the date first above written. The Interpreter shall serve at the pleasure of the City Manager.

2. Duties and Responsibilities. The City assigns to the Interpreter the duty of appearing in the Arkansas City Municipal Court to accurately and thoroughly interpret languages known to the Interpreter into English for the Court and parties involved; and to interpret from the English language to the native language of those appearing before the Court who do not speak and understand the English language well enough to be afforded due process.

3. Facilities, Staffing. The Interpreter shall not be an employee of the City. The Interpreter shall perform the duties of interpreter and receive compensation according to the terms of this contract. The Interpreter shall maintain her own office and any staffing, equipment, and materials essential to the operations of her duties.

4. Compensation. For the purposes of compensation, the Interpreter shall be paid at an hourly rate of \$40.00 per hour for time spent at the Arkansas City Municipal Court performing her duties as Interpreter. In addition, the Interpreter shall be paid for mileage for travel to and from the Arkansas City Municipal Court at the mileage rate set by the Internal Revenue Service (IRS) which is currently set at \$.56 per mile. If that rate changes, then compensation for Interpreter’s mileage shall also change to whatever the new rate would be.

5. Term. This Agreement shall be for a period of one (1) year beginning January 1, 2022. This Agreement may be renewed under the same terms and conditions for successive one (1) year terms upon mutual agreement of the parties. This Agreement may be terminated by either party upon 90 days written notice to the other party or upon such other terms as may be mutually agreed to by the parties.

6. Sole Agreement, Severable Provisions. This Agreement shall constitute the entire Agreement between the City and the Interpreter. If any provision or any portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, it shall be severed from this Agreement and the remainder of the Agreement shall remain intact and in force. This Agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures and bound themselves, their heirs, successors and assigns to the faithful performances of the covenants hereinabove written effective on the date first above written.

October _____, 2021 effective date.

THE CITY OF ARKANSAS CITY, KANSAS

By _____
Randy Frazer, City Manager

INTERPRETER

By _____
Ileana Badillo