

Lynnwood Municipal Court
Interpreter Payment Policy
Effective June 2, 2008; Revised June 1, 2018

Payment for interpretation services are subject to the following guidelines. These guidelines can be exceeded only in extraordinary circumstances and only with the written authorization of the court.

1. Appointment

- a. In criminal matters, the Court will provide interpreters for non-English speaking parties (LEP), per RCW 2.43, at no cost to the party.
- b. The Court, per RCW 2.42, will provide interpreters for the deaf and hard of hearing (D/HH) in civil and criminal matters at no cost to the party.
- c. In civil matters, for parties or witnesses, the Court will provide an interpreter at public expense.
- d. Out-of-court meetings with clients for public defense appointed attorneys will be paid by the Court according to 1(a) & 1(b) of this Policy.
- e. Private non-appointed attorneys are responsible for interpreter compensation for any out-of-court meetings with their clients.

2. Hourly Rate

- a. Interpreters who are certified or registered by the Administrative Office of the Courts, Court Interpreter Program, are paid a maximum rate of \$50 per hour. All other qualified interpreters are paid a maximum rate of \$40 per hour.
- b. American Sign Language interpreters are paid by agreement between the Court the interpreter or the Interpreter Agency.
- c. The Court may set a higher hourly rate or payment of expenses in exceptional circumstances.

3. Payment

- a. A minimum payment of two (2) hours for the first assignment of the day shall be paid to interpreters providing in person interpreting. Payment shall be made at the hourly rate for which the interpreter qualifies. Time exceeding the 2-hour minimum shall be billed in 15-minute increments rounded up to the next quarter hour.
- b. Any 2nd or subsequent assignments for the same day shall be paid a minimum of one (1) hour. Any time exceeding the 1-hour minimum will be paid in 15-minute increments round up to the next quarter hour.
- c. Jury and Bench Trials will be scheduled for eight (8) hours; however, if the case is disposed of prior to trial a four (4) hour maximum will be paid. Recess for lunch will not count as billable service time.
- d. An interpreter is not obligated to start earlier than the originally scheduled time. However, if an interpreter arrives ahead of time, the court shall not pay for the additional time unless expressly agreed upon by the Court on the date of service.
- e. Should an interpreter arrive more than 15 minutes after the agreed upon start time, payment will be adjusted by prorating the payment to reflect a subtraction of the amount of time lost due to lateness. If such lateness results in that assignment having to be rescheduled to another date and the interpreter delivers no interpreting services, there will not be any compensation to the interpreter.
- f. Waiting times between the scheduled and actual starting times of court are reimbursable.
- g. Interpreters must be available to the Court during the paid minimums unless the interpreter has been released by a designated Court official. If the interpreter leaves the job site without the knowledge and consent of the Court, the interpreter will be compensated only for time served.
- h. A Lynnwood Municipal Court Interpreter Invoice shall be used in all cases of payment. The invoice must be signed by a court official and submitted on the day of service. Invoices submitted over 30 days past date of service may not be paid.

4. Travel Expenses

- a. One-way mileage will be paid by the Court from the “address of origin” (address where interpreter came from) to the address of the interpreter appointment. Mileage will be paid at the rate set by the IRS.
- b. Payment of travel time is not permitted unless expressly agreed upon by the Court before the date of service.
- c. Mileage related to no shows or cancellations is not reimbursable.

5. Cancellations

- a. No payment shall be made if the interpreter is notified more than 24 hours prior to the start time of the assignment (excluding weekends and holidays). *Example: if the assignment accepted is on a Monday at 9:00 AM and the court cancels the assignment at 8:30 AM the prior Friday, the interpreter may not invoice the court.*
- b. The interpreter waives the right to compensation when he or she cancels an assignment, regardless of the reason for the cancellation.
- c. If an interpreter becomes aware that he or she is no longer available for the assignment the interpreter shall notify the Court at his/her earliest opportunity. Failure to do so may result in the Court discontinuing its relationship with that interpreter.

6. Interpreter Responsibilities

- a. When accepting an assignment from the Court an interpreter warrants having the proper training and skills to perform interpreting services in a professional and competent manner.
- b. The interpreter is expected to handle multiple cases for which the interpreter is qualified during the assigned time until the interpreter is released by the Court.
- c. The interpreter shall check in and check out with the Court official.
- d. In accepting court assignments, interpreters agree to abide by all applicable rule of decorum, to dress in appropriate professional attire, report on time, and abide by the Code of Conduct for Court Interpreters (GR 11).