



CITY OF PHOENIX

**REQUEST FOR QUALIFICATIONS
INTERPRETING & TRANSLATION SERVICES**

This RFQ proposes to establish a list of qualified professional contract interpreting and translating services for Phoenix Municipal Court.

March 1, 2009

1.1 INTRODUCTION

The Phoenix Municipal Court is required to provide interpreting services to non-English speaking and sign language defendants for any matters before the court. Interpreters provide official communication between interpreted subjects and officers of the court, including hearing officers, lawyers, defendants, witnesses and investigators, whether in the courtroom or out.

In order to provide due process to defendants who appear in this court and to facilitate meaningful communication between attorneys and their clients, we are requesting statements of qualifications from professionals who meet proficiency and performance levels required to interpret in certain civil and criminal misdemeanor legal proceedings. All interpreters with whom the City of Phoenix contracts are held to a professional standard of conduct and code of ethics. Interpreters shall comport themselves as an officer of the court and perform all duties as an impartial instrument of justice.

1.2 SCOPE OF WORK

The proposer, if deemed qualified, will perform interpreting services in the target language for the above referenced departments. In addition to a strong command of both English and the target language, the interpreter must be capable of the following:

1. Simultaneous interpretation of court proceedings;
2. Consecutive interpretation in and out of court as requested;
3. Translation of attorney - client correspondence and court-related documents;
4. Working the hours of 8:00 a.m. - 5:00 p.m., in part or whole, Monday through Friday; including irregular hours such as weekends, holidays, and evenings that may be required;
5. Attending attorney-client meetings at individual attorneys' offices throughout the greater Phoenix metropolitan area and interpreting communications at such meetings;
6. Providing interpretation and translation services as needed and directed by one of the department heads or his/her designee.

1.3 QUALIFICATIONS

The Office of the Court Interpreter (OCI) of the Phoenix Municipal Court is responsible for assessing the qualifications of each contract interpreter.

1. Spanish Interpreters - The OCI determination of acceptable language and interpreter skills of Spanish language is based upon the candidate's score and assessment on the Spanish-English Interpreter Examination.
2. Interpreters for the hearing impaired - The qualifications of interpreters for the hearing impaired are determined by the OCI upon certifications approved by the Arizona Council for the Hearing Impaired, as provided in A.R.S. Section 12-242.
3. Lesser Used Language Interpreters (LUL) - The OCI or its authorized agent determines the qualifications of interpreters for LUL based upon all objective information and professional recommendations available to it.

The OCI will make every reasonable attempt to ensure each successful candidate demonstrates appropriate proficiency in proper regional and idiomatic usages as well as possess the required knowledge, skills and abilities. If a candidate does not initially pass the exam but shows considerable potential that they could pass with minimal training and hands-on experience, the OCI may hire them in an internship capacity not to exceed 120 hours. During their internship OCI will not place them in settings believed to be beyond their capacity.

1.4 PER DIEM COMPENSATION

All Court and Prosecutor contract interpreters will be paid for their professional interpreting and translation services according to the following rates.

Spanish Language Interpreters:

\$70.00/First 2 hours: For the first two hours of the day for appearances lasting two hours or less.

\$20.00/hour: Per hour for each additional hour of that same day. Time worked in excess of the second hour will be paid to the next hour. Any cancellation by the Court of a request for services given no more than 24 hours from the time for the requested services will be compensated at the amount provided for the first two hours of service as if it had been provided.

American Sign Language Interpreters:

\$75.00/hour: Per hour with a two hour minimum payment. Any partial hours worked will be compensated at the full hourly rate. Interpreters scheduled for jury trials will be compensated for a minimum of eight hours regardless of outcome on the day of

trial. Two interpreters will be scheduled for jury trials. Any cancellation by the Court of a request for services given less than 24 hours from the time for the requested services will be compensated at the amount provided for the first two hours of service as if it had been provided. Any cancellation by the Court of a request for services in a jury trial given less than 24 hours from the time for the requested services will be compensated at the amount provided for eight hours of service as if it had been provided.

All Other Language Interpreters:

\$60.00/First hour: For the first hour of the day for appearances lasting one hour or less.
\$20.00/hour: Per hour for each consecutive hour of that same day. Time worked in excess of the first hour will be paid to the next hour. Any cancellation by the Court of a request for services given no more than 24 hours from the time for the requested services will be compensated at the amount provided for the first hour of service as if it had been provided.

Out-of-court interpreting services provided in Court-Appointed Attorney cases will be compensated pursuant to the following schedule:

- a. \$35 per appointment, per case. This flat fee applies to all appointments, meetings, and attorney - client interviews lasting up to one (1) hour in length. Consecutively scheduled sessions for additional clients, at the same location, will be compensated at the rate of \$20 per case. Individual case/client sessions exceeding one (1) hour in length will be compensated at the rate of \$13 for each additional hour. The same rate schedule applies to no shows and sessions canceled without adequate notice. Maximum compensation for services under this schedule shall not exceed \$75 per hour.
- b. \$60 per hour for telephone conferences, based on 5-minute increments, cumulative per billing cycle.
- c. \$35 per hour for document translation and/or transcription services.
- d. \$280 maximum compensation per diem.

There will be no additional compensation for mileage or any incidental costs associated with interpretation/translation services provided.

The City reserves the right to adjust the compensation periodically to remain within the fair market value for these services and to notify the contractor in letter form mailed by first class mail to last known address of contractor. Such notice shall constitute an amendment to paragraph B of the contract without further notice or signatures.

1.5 E.E.O.E.

The City of Phoenix is committed to the principals of equal employment opportunity and affirmative action, and to conducting business with certified Minority, Women, or Disadvantaged Businesses when possible.

1.6 APPLICATION FOR RFQ ELIGIBILITY

The OCI is responsible for establishing the RFQ List based on minimum required qualifications. Once established, the RFQ List will be in effect for two years and will be open for continuous applications on an ongoing basis. Interested applicants or businesses must complete and submit the required Contract Interpreter Application forms to the Management Services Division. The OCI will evaluate the completed applications and establish and amend the RFQ List as appropriate. Application forms (see attachment 1A) can be mailed or submitted in person, Monday through Friday, excluding holidays, between 8:30 a.m. - 4:30 p.m. to:

Phoenix Municipal Court
Management Services Division - 9th Floor
300 West Washington Street
Phoenix, AZ 85003-2103

1.7 REQUIRED PROFESSIONAL CODE OF ETHICS

All successful candidates must sign and agree to adhere to the following Phoenix Municipal Court Professional Code of Ethics and Practices for Court Interpreters. Any violation of the code of ethics will be grounds for removal from the RFQ List.

1.8 GENERAL TERMS AND CONDITIONS

A. ADDENDA: The City of Phoenix shall not be responsible for any oral instructions made by any employees of the City of Phoenix in regard to proposal instructions, drawings or specifications or contract documents. Any

changes to the specifications will be in the form of an addendum, which will be furnished to all proposers who are listed with the City as having received the RFQ, or to any other proposer who requests an addendum.

- B. PROPOSER INCURRED COSTS: The proposer shall be responsible for all costs incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and may not be returned.
- C. PROPOSER ERRORS OR OMISSIONS: The City is not responsible for any Proposer's errors or omissions. Compliance with the Immigration Reform and Control Act of 1986 (IRCA) is required. Proposer understands and acknowledges the applicability of the IRCA to him/her. Proposer agrees to comply with IRCA in performing under any resultant agreement and to permit the City inspection of his/her personnel records to verify such compliance.
- D. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS: The proposer's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- E. LEGAL WORKER REQUIREMENTS: The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
 - 1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
 - 2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
 - 3. The City retains the legal right to inspect the papers of Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty under paragraph 1.
- F. SUDAN AND IRAN: Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
- G. CONFIDENTIALITY AND DATA SECURITY: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee.
 - 1. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
 - 2. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
 - 3. In the event that data collected or obtained by Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
 - 4. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
 - 5. The obligations of Contractor under this Section shall survive the termination of this Agreement.
- H. RESPONSIBILITY TO REPORT CRIMINAL, TRAFFIC, HOUSING AND/OR PARKING OFFENSES: In order to avoid the appearance of impropriety or favoritism, from the time your name is placed on the RFQ List through its duration, should you or a member of your immediate family be charged with an offense in this Court, you

must complete and submit the Report of Legal Matters (see Attachment 1B) to the OCI office within three business days after receiving the citation or becoming aware of an immediate family member's citation. Should you be charged with any criminal or criminal traffic violations in another jurisdiction, you must also notify the OCI Office. For the purpose of this RFQ, immediate family means the spouse, significant other, child, grandchild, parent, grandparent, or any other person with whom you maintains a close familial relationship, including any person residing in your household. A court appointed legal guardian or an individual who has acted as a parent substitute is also included within this definition. Additional information regarding this area can be obtained in Municipal Court Procedure Number 2.03.01, REPORTING OF EMPLOYEE AND EMPLOYEE RELATIVES AND/OR FRIENDS CRIMINAL, TRAFFIC OR PARKING CHARGES/COMPLAINTS. [revised 01/01/09]

- I. REQUESTS FOR OOP/IAH/VA PETITIONS IN THE PHOENIX MUNICIPAL COURT: In order to avoid the appearance of impropriety or favoritism, from the time your name is placed on the RFQ List through its duration, you are prohibited from filing petitions for an Order of Protection (OOP) and/or Injunctions Against Harassment (IAH) in the Phoenix Municipal Court. You are not, however, prohibited from filing petition requests for Vicious Animals (VA). However, prior to doing so, you must notify the OCI office so the court staff attorney can be notified. Because these petitions are usually granted ex-parte, a special Pro-Tem Judge may need to be called in to hear the request. Additional information regarding this area can be obtained in Court Bulletin Number 97-20, PMC EMPLOYEE REQUESTS FOR OOP/IAH/VA (see attachment 1C)
- J. PARTY OR WITNESS IN A CASE PENDING IN THE PHOENIX MUNICIPAL COURT: From the time your name is placed on the RFQ List through its duration, should you become a party or witness in a case pending in the Phoenix Municipal Court you must advise the OCI office within three days of becoming aware of the situation so that the court staff attorney can be notified. Additional information regarding this area can be obtained in Court Bulletin Number 96-16 (see attachment 1D).
- K. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST: The City reserves the right to disqualify any proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any proposer submitting a proposal herein, waives both any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix, or any court, any objections to the exercise of this right or disqualification by reason of real or apparent conflict of interest as determined by the City of Phoenix.
- L. ORGANIZATION - EMPLOYMENT DISCLAIMER: The agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the seller in the performance of seller's obligations under the agreement are considered to be City employees, and that no rights of City civil service, retirement or personnel rules accrue to such persons. The proposer shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, other occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.
- M. NON-WAIVER OF LIABILITY: The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any proposer submitting a proposal herein agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

PHOENIX MUNICIPAL COURT PROFESSIONAL CODE OF ETHICS AND PRACTICES FOR COURT INTERPRETERS

I. PROFESSIONAL ETHICS

A. ACCURACY

The court interpreter shall always interpret what is said thoroughly and exactly, omitting nothing, conserving the tone of the speaker and stating precisely what has been said, given the exigencies of grammar and syntax in both languages. This complete accuracy applies to all modes of interpreting: simultaneous, consecutive and summary.

B. CONFIDENTIALITY

The interpreter must protect the confidentiality of all knowledge gained during the course of this duty. As he/she is the verbal link between the client and attorney, attorney/client privilege pertain to the interpreter as well. The interpreter may have access to private documents, police records, medical files, etc., before and during legal proceedings. Consequently he/she must have an absolute responsibility to keep all oral and written information gained completely confidential. He/she shall also not derive personal profit or advantage from any confidential information acquired while acting in a professional capacity.

C. IMPARTIALITY

The interpreter shall maintain an impartial attitude with defendants, witnesses, attorneys and families. He/she shall neither conceive of him/herself nor permit him/herself to be used as an investigator for any party to a case. He/she shall clearly indicate his/her role as an interpreter if he/she is asked by either party to participate in interviews or prospective witnesses outside of the court. The interpreter shall not take sides or consider him/herself aligned with the prosecution or the defense.

D. PROFICIENCY

He/she should feel no apprehension about withdrawing from a case in which he/she feels he/she will be unable to function effectively, due to lack of proficiency, preparation or difficulty in understanding a witness or defendant. The interpreter should continually improve his/her language skills and increase his/her knowledge of the various areas which might be encountered in court interpreting by attending workshops and seminars, keeping current in changes in the law, and exchanging information and methods with colleagues.

E. GENERAL RULES WITH RESPECT TO CONFLICTS OF INTEREST

1. Court interpreters shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in conflict with the proper discharge of their official duties in the court or which impairs their independence or judgment in the discharge of such duties.
2. Court interpreters shall not accept money or other consideration or favors from anyone other than the court for the performance of an act which they would be required or expected to perform in the regular course of assigned duties; nor shall court interpreters accept gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to the court.
3. An interpreter shall not use, for private gain or advantage, the court's time or facilities, equipment or supplies, nor shall he/she use or attempt to use this position to secure unwarranted privileges or exceptions for him/herself or others.
4. In all instances, an interpreter shall disclose to all parties concerned, and in court interpreting to the judge, any actual conflict of interest or the appearance of any conflict of interest. Any condition which impedes on the objectivity of the interpreter or affects his/her professional independence constitutes a conflict of interest.
5. A conflict may exist whenever any of the following occur:
 - a. The interpreter is acquainted with any party to the action.
 - b. The interpreter has, in any way, an interest in the outcome of the case.
 - c. The interpreter is perceived as not being independent of the adversary parties (or related agencies in criminal cases).
 - d. The court shall be informed whenever the interpreter and any witnesses are previously acquainted.

F. TIME RECORDS

A per-diem interpreter shall maintain accurate and detailed time records of service rendered.

G. OPINIONS PROVIDED TO PUBLIC/MEDIA

A court interpreter shall not render opinion or make subjective statements of any kind through, or in connection with, a newspaper, radio or other public medium regarding any legal matter in which the interpreter has interpreted or served as a translator of written material of a legal nature.

H. GIVING LEGAL ADVICE

1. The interpreter shall never give legal advice of any person, whether solicited or not. In all instances, the person shall be referred to counsel. The interpreter may give general information regarding the time, place and nature of the court proceedings. However, in matters requiring legal judgment, the individual shall be referred to an attorney.

2. The interpreter shall never function as an individual referral service for any attorney or attorneys. This kind of activity has the appearance of impropriety. When asked to refer a non-English speaking person to an attorney, the interpreter should refer such individuals to the local bar association.

II. PROFESSIONAL PRACTICE

A. MODES OF INTERPRETING

1. SIMULTANEOUS INTERPRETATION

This mode of interpreting requires giving an exact rendition of everything being said at the same time it is being spoken in the original language. This is the mode used when relating proceedings to defendants. The interpreter should speak in a soft voice, for the benefit of the defendant only, and should neither summarize, simplify or explain the proceedings.

2. CONSECUTIVE INTERPRETATION

This mode of interpreting is utilized with witnesses and in a situation in which the speaker must first finish his statement before the interpreter begins to speak. When interpreting in this mode at the witness stand, the interpreter should make every attempt to permit the speaker to finish his statement. To this end he may wish to take notes. The interpreter should only interrupt a speaker if it becomes absolutely necessary to do so in order to achieve complete accuracy in a very lengthy statement. If there is a word or phrase that the interpreter does not hear or understand, he should never guess or invent a translation. Rather, he/she should ask the Judge for permission to request that the witness repeat or rephrase the statement and then continue with the interpretation. At the witness stand, the interpreter should project the foreign language clearly enough to be heard along with the English, for the benefit of the defendant and/or others present in the courtroom who understand the interpreted language.

3. SUMMARY INTERPRETATION

The summary mode, which is the least preferred technique for legal proceedings, is an accurate simultaneous resume of fragmented statements that may occur in a three-way exchange between the court and attorneys. It differs from the simultaneous mode in that it is not a verbatim rendition of all that is being said because the interpreter is relating the statements of persons who may be interrupting one another. Thus, a mere jumble of words which may confuse the defendant because he cannot identify the speaker, is avoided.

B. RELATION TO THE RECORD

Since the court interpreter serves as the voice of other participants in a courtroom or similar setting, the court interpreter should always utilize the first person singular when interpreting for witnesses or in any situation in which a conversation between two or more parties occurs in the courtroom or similar setting.

However, when the interpreter must request repetition of a word or phrase, clarification or restatement of a question or answer during testimony, or when for reasons consistent with professional ethics the interpreter must address the court, he/she shall identify him/herself as the interpreter and use the third person to protect the record from confusion. For example, "Your Honor, may the interpreter ask the witness for clarification of a word phrase?" Or, "Counsel, the interpreter requests that you repeat the question."

C. AWARENESS

The court interpreter should be attentive to all that is taking place around him/her, given the rapidity with which events take place in a courtroom.

D. LOW PROFILE

The interpreter must maintain a low profile, remembering that he/she is not testifying but merely communicating the testimony of another. He/she should not draw attention to his/her interpretation, since the judge and jury must only focus upon the individual requiring interpreting. The interpreter should control overt expressions of opinion, such as surprise, sympathy or disgust while interpreting for defendants or witnesses. He/she should position him/herself in such a way so as not to obscure the view of the defendant and jury from the individual who is testifying. The overall aim of the interpreter should be to assure a neutral atmosphere in the courtroom such as there would be if no language barrier existed.

E. LANGUAGE LEVEL

The interpreter should utilize the same level of language used by the speaker. This means that he/she will interpret colloquial, slang, obscene or crude language as well as sophisticated and erudite language, in accordance with the exact usage of the speaker. It is not the interpreter's task to tone down, improve or edit phrases.

Further, the interpreter should not assume that it is his/her duty to simplify statements for a witness or defendant who he/she believes cannot understand the speaker's statements. The person requiring an interpreter should request an explanation or simplification if necessary. Idioms, proverbs and sayings rarely can be literally interpreted. The interpreter should seek an equivalent idiom to relate the meaning of the original idiom or saying.

F. CHARACTERIZING TESTIMONY

Based on statements made by the speaker, an interpreter should never characterize or give a gratuitous explanation. The court or attorneys will request clarification from the speaker if necessary. Except in the case of certain languages in which a gesture or grimace has a particular significance, the interpreter should not offer an explanation or repeat a speaker's gesture or grimace which has been seen.

G. QUESTIONS ANSWERED WITH QUESTIONS

The interpreter must translate the exact response of the witness or speaker even if the answer to a question is another question due to the witness not hearing or understanding the initial question.

H. INTERPRETING MIXED-LANGUAGE RESPONSES

If a witness testifying in a foreign language suddenly interjects a complete English response, the interpreter should not ask the witness to speak in his/her native language. He/she should stand back so that all parties are aware of the English response and await the court's direction. If the English response is only one or two words, the interpreter should repeat them, since the stenographer follows the interpreter's voice when transcribing foreign-language testimony.

I. CONVERSATIONS DURING WITNESS TESTIMONY

Under no circumstances shall the interpreter engage in conversation or question any witness testifying under oath. There should be a simple exchange of questions and answers between the questioner and the witness as if there were no language barrier. During pauses in testimony, such as side-bar conferences or recesses, the interpreter shall not converse with the witness, but should simultaneously interpret all open-court exchanges between the judge and attorneys for the benefit of the witness and/or the defendant. If the interpreter is confused or requests clarification, he/she must request permission from the court in order to engage in a clarification type of conversation.

J. OBJECTIONS DURING TESTIMONY

If an objection is made to a question, the interpreter should translate the question but instruct the witness by hand gesture not to answer until the court has ruled on the objection. If the witness has already started to answer, or if the objection is to a portion of the answer which the interpreter has not finished interpreting, the interpreter must await the direction of the court before continuing since to do otherwise would cause undue confusion of rules of procedures.

K. INTERPRETER ERRORS

When an error has been made by the interpreter and the error is perceived by him/her later in the proceedings, the interpreter, if still at the stand, shall correct the error at once, first identifying him/herself for the record. If the interpreter realizes his/her error after the testimony has been completed, he/she shall discreetly request a bench or lobby conference with the judge and attorneys and make the correction on the record.

III. SUPPLEMENTAL RULES

A. CASE PREPARATION

Whenever possible, and particularly with respect to lengthy and complex criminal and civil trials, the appointed court interpreter shall prepare for the case by requesting an oral case summary as well as copies of central case documentation (police and other reports, complaint or indictment, transcripts of interviews, witness lists), usually from the prosecuting attorney. These requests should be made with the awareness and consent of defense counsel, and the information is to be used exclusively by the interpreter, and is not to be divulged to any third person.

B. SUPPLEMENTAL RULES FOR INTERPRETERS OF WITNESS AND DEFENDANT TESTIMONY

1. The interpreter shall appear on time and report immediately upon arrival, to the Court Legal Clerk or Bailiff of the courtroom assigned to.

2. To avoid the appearance of prejudice, the interpreter shall avoid unnecessary discussions with counsel, the parties of the action, criminal defendants, witnesses or other interested parties inside or outside the courtroom.

C. RULES FOR INTERPRETING FOR DEFENDANT AT COUNSEL TABLE

1. While interpreting at counsel table, the interpreter shall speak only loud enough to be heard by the defendant and counsel.
2. The interpreter shall utilize the simultaneous method of interpretation at counsel's table whenever a witness is testifying in a language other than that of the defendant.
3. If an interpreter has difficulty hearing a particular speaker or the proceeding in general, he/she should at once so inform the judge, who may require the speaker to repeat and/or adjust the positioning of the interpreter in the courtroom.
4. If a serious communication problem arises between the interpreter and the speaker, the interpreter shall bring such matter to the immediate attention of the judge.

I Hereby agree to adhere to the above stated Phoenix Municipal Court Professional Code of Ethics and Practices.

Interpreter's Signature: _____ Date: _____

Printed Name: _____

(Excerpts taken from the Professional Code of Ethics and Practice of the Trial Court of the Commonwealth of Massachusetts.)