

IN THE CIRCUIT COURT OF THE SIXTEENTH
JUDICIAL CIRCUIT OF THE STATE OF FLORIDA IN AND
FOR MONROE COUNTY

ADMINISTRATIVE ORDER NO. 2.066

IN RE:

COURT INTERPRETER PROGRAM PROTOCOL

WHEREAS, pursuant to the Fifth Amendment of the United States Constitution, no person shall "be deprived of life, liberty, or property, without due process of law;" and

WHEREAS, pursuant to Article I, section 21, of the Florida constitution, all persons are entitled to access to the courts; and

WHEREAS, non-English speaking persons or hearing impaired persons, when participating in a court proceeding, cannot be guaranteed due process of law or meaningful access to the courts without the assistance of foreign language interpreter or sign language interpreter; and

WHEREAS, on July 1, 2006, the Supreme Court of Florida adopted the Florida Rules for Certification and Regulation of Court Interpreters, establishing standards and procedures for qualifications, certification, professional conduct, discipline, and training of foreign language court interpreters who are appointed by a court of competent jurisdiction; and

WHEREAS, on July 1, 2008, Florida courts are mandated to be in compliance with Rule 2.560, Florida Rules of Judicial Administration, which requires the use of foreign language interpreters under specified circumstances; and

WHEREAS, to ensure uniform and skilled interpretations, to avoid real or perceived conflicts of interest within court proceedings, and in order to meet the Supreme Court of Florida standards and procedures for foreign language court interpreters, it is necessary to establish uniform guidelines for foreign language court interpretation within the Sixteenth Circuit;

WHEREAS, the Chief Judge is responsible for the administrative supervision of the courts within the Sixteenth Judicial Circuit, as provided in Rule 2.215, Florida Rules of Judicial Administration;

IT IS THEREFORE ORDERED THAT:

A Court Interpreter Program is established in the Sixteenth Judicial Circuit. The following policies and procedures are adopted for all proceedings requiring the services of a foreign language interpreter or sign language interpreter when paid for by public funds.

I. APPOINTMENT AND REQUEST FOR INTERPRETER

- A. The Court shall appoint an interpreter for a non-English-speaking person if he/she is the accused or the victim in the following proceedings:

- 1) Circuit Criminal;

- 2) County Criminal;
- 3) Juvenile Delinquency

B. The Court shall appoint an interpreter for a non-English speaking litigant in the following proceedings:

- 1) Juvenile Dependency;
- 2) Civil Commitment;
- 3) Domestic Violence Injunctions;
- 4) Involuntary Placement

C. The Court shall appoint a sign-language interpreter for any person requiring said service for all proceedings before the Court.

D. The Court Interpreter Program will maintain a list of approved interpreters for proceedings described above in Section A, Section B and Section C.

E. The Court Interpreter Program employs two full-time Spanish Interpreters and contracts with freelance interpreters on an as needed basis.

F. The scheduling of court interpreters shall occur only through the Court Interpreter Program. Requests for court interpreters shall be made in advance of the court date. Requests shall be made by e-mail to interpreter@keyscourts.net. Persons making the interpreter request must include the following information:

- 1) The style of the case;
- 2) The date and time the interpreter is needed;
- 3) The language needed;
- 4) The name of the person requiring the service;
- 5) The name and telephone number of the person making the request;
- 6) The location of the event;
- 7) If possible the estimated duration of the event.

III. PAYMENT

A. Payment of contract court interpreters will be made pursuant to the terms outlined in each interpreter's individual Professional Services Agreement.

IV. CANCELLATION POLICY

A. Persons who request a sign language interpreter must inform the Court Interpreter Program of a cancellation at least two working days prior to the scheduled event. Failure to provide at least two working days notice of cancellation may result in the person or entity requesting the interpreter to be responsible for payment of the interpreter invoice.

B. Persons who request a foreign language interpreter must inform the Court Interpreter Program of a cancellation twenty-four hours prior to the scheduled court event. Failure to provide this notice

may result in the person or entity requesting the interpreter to be responsible for payment of the interpreter invoice.

- C. The Court Interpreter Program shall notify contract interpreters of all cancellations prior to the event. No compensation will be paid for cancelled events once proper notice has been given to the contract interpreter.
- D. A court interpreter shall notify the Court Interpreter Program immediately if he/she is unable to interpret at a scheduled event. Failure to give advance notice may result in removal from the Court Interpreter Program List.
- E. In the event an interpreter expects to be late to an event in the Upper or Middle Keys, the interpreter shall immediately notify the Court Interpreter Program at (305) 853-7345. If an interpreter expects to be late to an event in Key West, the interpreter shall immediately notify Court Administration at (305)292-3423.
- F. If the Judge continues, or otherwise is unable to hear the case due to the tardiness of the interpreter, Court Administration reserves the right to deny reimbursement compensation and/or mileage for the interpretation services as they were not performed.

V. LANGUAGE LINE

- A. Court Administration's Language Line account information has been provided to the county jails, court deputies, Pre Trial Services and other court offices for use on an as needed basis. All calls placed to Language Line shall be followed up with an e-mail to interpreter@keyscourts.net. In lieu of e-mail on the date of the Language Line call you may also use the Language Line Call Log which must be faxed the last day of each month.
- B. If using the Language Line Call Log method, the log must be faxed on the last day of each month to fax number (305)853-7367. If using the Language Line Call Log method, a log indicating "NONE" must be faxed the last day of each month, even if the Language Line was not used.
- C. The following information is needed for all calls placed to Language Line, regardless of the manner in which the call is reported:
 - 1) defendant's name;
 - 2) duration of call;
 - 3) purpose of call;
 - 4) language used;
 - 5) date of call.

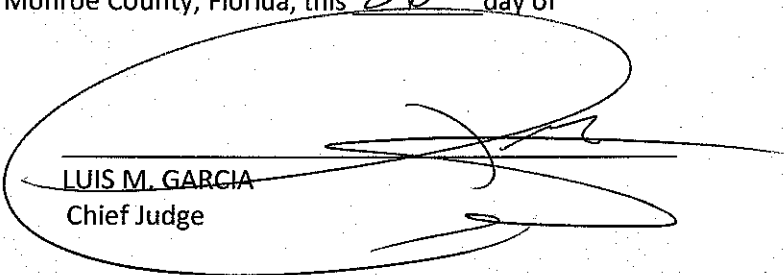
VI. PROCEEDINGS

- A. A court interpreter may only interpret for one defendant or party during a proceeding where the appearance of a conflict of interest may be created (i.e., certain dependency or domestic violence matters) or where due to the duration of the event, the interpreter would not receive adequate breaks (i.e., trial with multiple defendants). In those instances, each defendant or party to a proceeding in need of interpretive services shall be assigned an interpreter.

B. This order does not apply to Misdemeanor Arraignments and/or Felony Arraignments set six months in advance as to the Spanish Language. Each Courthouse will have a Spanish interpreter present at all Arraignment dates. This Administrative Order applies to all other hearings requiring a Spanish Interpreter, such as docket sounding, bond hearings, jury trial selection, etc. and also for all proceedings, including arraignments, for any language other than Spanish.

This Order shall take effect upon the date of execution.

DONE and ORDERED at Plantation Key, Monroe County, Florida, this 22nd day of *January* 2010.



LUIS M. GARCIA
Chief Judge