



Legislation Text

File #: 13-0567, Version: 1

Dept/ Agency: Law

Action: () Ratifying (X) Authorizing () Amending

Purpose: Settlement of Civil Litigation

Docket No.: Pre-suit litigation

Claimant: Language Line Services, Inc., 1 Lower Ragsdale Drive, P.O. Box 16012, Building 2, Monterey, California 93940, Attn: Bart Zygmund, Controller

Claimant's Attorney: pro-se

Attorney's Address: n/a

Settlement Amount: \$80,255.30

Funding Source: Police Department Budget

Additional Comments:

Invitation: Corporation Counsel, April 30, 2013

WHEREAS, the State of New Jersey requires that a Public State Answering Point (PSAP) serving a municipality with a non-English speaking population of greater than five (5) percent of the population shall have either a language interpreter at the PSAP or have a language interpreter immediately available, under contract, by telephone conference call; and

WHEREAS, pursuant to Resolution 7R1-c adopted by the Municipal Council on August 5, 2009, a contract was entered into with Reporte Hispano LLC of 42 Dorann Avenue, Princeton, New Jersey 08540, for a two (2) year term commencing on October 5, 2009 and terminating on September 30, 2011; and

WHEREAS, sometime shortly after being executed, the contractor Reporte Hispano LLC was unable to perform under the contract and provide the services as detailed in the bid specifications; and

WHEREAS, an emergency was declared on or about June 1, 2010 and continued through December 31, 2011, resulting in a contract with Language Line Services, Inc. (hereinafter "Language Line") 1 Lower Ragsdale Drive, Building 2, Monterey, California 93940, who was capable of performing the services; and

WHEREAS, Language Line at the request of the Newark Police Department continued to provide telephonic interpreting services in various dialects on an as needed basis from November 1, 2011 through February 28, 2013 during the time that the City was commencing the bidding process for these services; and

WHEREAS, the twenty-four (24) hours/seven (7) days a week translation services, which has been provided by Language Line specifically covers the Newark Police Department's need to comply with New Jersey 911 mandates regarding translation services for emergency phone calls; and

WHEREAS, all services were provided in an efficient and professional manner by Language

Line for the period of November 1, 2011 through February 28, 2013 upon the request of the Newark Police Department because these services were and are critical to preserve and protect the health, safety and welfare of Police Officers and Newark residents; and

WHEREAS, all services were provided to the satisfaction of the Director of the Newark Police Department and the parties have agreed that it is in the best interests of both parties to enter into this Settlement Agreement to formalize the relationship between the parties and provide a mechanism for payment of the sums due for the performance period November 1, 2011 through December 31, 2011, in the amount of \$9,462.20, January 1, 2012 through December 31, 2012 in the amount of \$61,116.70 and January 1, 2013 to February 28, 2013 in the amount of \$9,676.40, for a total settlement of \$80,255.30; and

WHEREAS, the Director of the Department of Finance has certified that there are adequate, appropriated monies available to pay the outstanding invoices; and

WHEREAS, the within settlement and release does not admit nor should it be construed as an admission of liability or violation of any law, statute or regulation or a breach of any duty by the City of Newark, its agents, officers and/or employees whatsoever and is entered into based upon recommendations of Counsel and to eliminate all risks and future litigation costs; and

WHEREAS, the City has determined that it is in the best interest of the taxpayers to avoid the cost, expense, delay and uncertainty of litigation, if this matter proceeded to litigation; and

WHEREAS, the Corporation Counsel, based upon all facts and circumstances presented by the Police Director, deems it is in the best interest of the City of Newark to resolve the matter by payment as memorialized in the Settlement Agreement and Release (a copy of which is attached hereto and made a part hereof).

NOW, THEREFORE, BE IT RESOLVED BY MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The Corporation Counsel and the Police Director of the Newark Police Department are hereby authorized to execute the Settlement Agreement with Language Line Services, Inc., which check shall be mailed to: 1 Lower Ragsdale Drive, Building 2, P.O. Box 16012, Monterey, California 93940, Attention: Bart Zygmund, for the provision of telephonic interpreting services in various dialects on an as needed basis, for the performance period of November 1, 2011 through December 31, 2011, in the amount of \$9,462.20, January 1, 2012 through December 31, 2012, in the amount of \$61,116.70 and January 1, 2013 through February 28, 2013, in the amount of \$9,676.40, for a total settlement of \$80,255.30.
2. The Director of Finance is hereby authorized and directed to issue a check, upon receipt by the Police Director and the Corporation Counsel of all documents deemed necessary, as follows to: Language Line Services, Inc., 1 Lower Ragsdale Drive, Building 2, P.O. Box 16012, Monterey, California 93940, Attention: Bart Zygmund, Controller.
3. Annexed hereto is the Certification of the Comptroller of the City of Newark that states

that there are available sufficient legally appropriated funds for the purpose set forth hereinabove. A copy of the Comptroller's Certification shall be filed in the Office of the City Clerk along with this resolution.

4. The Corporation Counsel shall file a fully-executed copy of the Settlement Agreement and Release in the Office of the City Clerk.

STATEMENT

This resolution authorizes the Corporation Counsel and/or the Police Director of the City of Newark's Police Department to enter into and execute a Settlement Agreement and Release with Language Line Services, Inc. 1 Lower Ragsdale Drive, Building 2, Monterey, California 93940, for the provision of telephonic interpreting services in various dialects on an as needed basis, for the performance period of November 1, 2011 through December 31, 2011, in the amount of \$9,462.20, January 1, 2012 through December 31, 2012, in the amount of \$61,116.70 and January 1, 2013 through February 28, 2013, in the amount of \$9,676.40, for a total settlement of \$80,255.30.