

BATON ROUGE CITY COURT
233 St. Louis Street
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Baton Rouge, LA 70821-3438
(225) 389-5279

EN BANC ORDER

CITY COURT OF THE CITY OF BATON ROUGE, LOUISIANA, SITTING EN BANC WITH THE HONORABLE SUZAN S. PONDER, ADMINISTRATIVE JUDGE PRESIDING, WAS OPENED PURSUANT TO ADJOURNMENT.

**INTERPRETER APPOINTMENT PROCEDURE
EFFECTIVE APRIL 12, 2010**

IT IS ORDERED THAT pursuant to the authority established in L.R.S. 46:2370, L.R.S. 15:270(3), C.C.P. 192 and 192.1, and Title II, Section 12182 of the Americans with Disabilities Act, foreign and sign language interpreters appointed by the Court to assist non-English speakers or deaf or hearing impaired persons shall be compensated as follows: foreign language interpreter - \$70.00 per hour (one hour minimum); sign language interpreter - \$80.00 per hour (two hour minimum); plus mileage reimbursement based on the current rate mandated by City Parish Guidelines.

IT IS FURTHER ORDERED THAT the following procedures are hereby established for the appointment of foreign and sign language interpreters unless otherwise specifically ordered by a judge.

1. JUDGE

It shall be the responsibility of the judge to determine whether an interpreter shall be appointed to assist an offender, witness, or party at any stage of the adjudication process.

Pursuant to Code of Evidence Art. 604, an interpreter is subject to the provisions of the Code relating to qualification as an expert and the administration of an oath or affirmation that he will make a true translation.

2. LEGAL SECRETARY

If it is found that an interpreter is necessary, it shall be the responsibility of the Legal Secretary for the respective division of court to make the proper minute entry on the file and to immediately engage the services of an approved court interpreter for the appointed date and time. In addition, the Legal Secretary shall complete and process the Interpreter Appointment Form and provide the Administrative Office with a completed Interpreter Invoice after services have been provided. It shall be the Legal Secretary's responsibility to repeat this process each time an interpreter's appearance is rescheduled.

3. CLERK OF COURT/JUDICIAL ADMINISTRATOR OFFICE

It shall be the responsibility of the Clerk of Court/Judicial Administrator to maintain a list of approved interpreters. The Administrative Office will develop and maintain a procedure for the implementation of these provisions and payments to appointed interpreters in accordance with orders of the respective Judges.

4. CITY PROSECUTOR

It shall be the responsibility of the City Prosecutor to immediately bring to the attention of the Judge any case(s) on the docket wherein the file indicates that an interpreter has been appointed or is needed.

5. BAILIFF

It shall be the responsibility of the bailiff to immediately acknowledge the presence of an interpreter and to direct the interpreter to the proper Legal Secretary to be logged-in.

6. INTERPRETER

Pursuant to Code of Evidence Art. 604, an interpreter is subject to the provisions of the Code relating to qualification as an expert and the administration of an oath or affirmation that he will make a true translation.

It shall be the responsibility of the interpreter, upon arrival at court, to immediately make his/her presence known to the Legal Secretary/probation officer/designated employee for the purpose of logging-in on the Interpreter Appointment Invoice.

The interpreter shall remain available to interpret in a given matter until he/she is released by the Judge/probation officer/designated employee.

The court has adopted the following principles on the role of the Interpreter:

“Interpreters render everything said in court in the source language into the target language accurately, without omissions, without additions, without any changes in style or register and with as little delay or interference in the routine pace of court proceedings as possible. In other words, the interpreter will reflect the emotions of speaker and should not simplify questions or statements for the non-English speaker – even if they believe the person doesn’t understand.

As an officer of the court, the interpreter remains impartial. The interpreter is not a liaison and should not carry on unnecessary discussions with the attorneys, parties, or witnesses – either inside or outside the courtroom.

The interpreter will refer to himself or herself as “the interpreter” when addressing the court to avoid confusion on the record.” For example, “The interpreter did not hear the question.”

The interpreter is obligated to interrupt the proceeding by signaling the court when unable to understand or hear a word or phrase. Likewise, if an error in interpreting is caught by the interpreter, the interpreter should explain the problem to the attorneys and the judge.

The interpreter should place himself or herself so he/she can see and hear the attorneys and the witness. If the interpreter has difficulty hearing because of the noise level, he/she should inform the court, and the judge may order the attorneys to speak one at a time.

In other words, the interpreter places the non-English speaking person on the same level as the English speaking person, enabling the non-English speaking person to hear all that is said so he/she can effectively participate.”

*(Source: “Court Interpreting: View from the Bench,”
Missouri Court Personnel Newsletter, Winter 2002)*

7. COSTS

Pursuant to Title II, Section 12182 of the ADA and C.C.P. 192.1, the Court shall bear the costs for the sign language interpreter for the deaf or hearing impaired.

Pursuant to C.C.P. 192, the costs of services of a foreign language interpreter in a civil matter shall be taxed as costs of court, and the judge is allowed to determine how these costs will be allocated between the two parties.

Pursuant to C.Cr.P. Art. 887, a defendant found guilty or who pleads guilty to a criminal/traffic matter, and who requires the need of a foreign language interpreter, shall be cast for all costs associated with the appointment of the foreign language interpreter. Therefore, in order for the court to be reimbursed for foreign language interpreter fees, it is critical that the total costs expended for foreign language interpreter services be reflected in the court's file at the time of sentencing.

IT IS ORDERED THAT the foregoing shall supersede the En Banc Order of April 15, 2008, and shall remain in effect until superseded or amended by further order of this Court.

BATON ROUGE, LOUISIANA, this 30th day of March, 2010.

s/ Laura P. Davis
LAURA P. DAVIS
Judge, Division A

s/ Kelli Terrell Temple
KELLI TERRELL TEMPLE
Judge, Division B

s/ Alex “Brick” Wall
ALEX “BRICK” WALL
Judge, Division C

s/ Yvette M. Alexander
YVETTE M. ALEXANDER
Judge, Division D

s/ Suzan S. Ponder
SUZAN S. PONDER
Judge, Division E

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