# COUNTY OF SISKIYOU CONTRACT FOR SERVICES FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY:

Siskiyou County Public Defender 320 S. Oregon Street

Yreka, CA 96097

And

CONTRACTOR:

Language Line Services, Inc.
One Lower Ragsdale, Building Two
Monterey, CA 93940
1.877.945.7378
1.888.467.2378

## ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2024 and shall terminate on June 30, 2029, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

### ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee; agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract:

### ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Defender, Lael Kayfetz, or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

### ARTICLE 4. COMPENSATION

- 4.01 <u>Compensation</u>: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- **4.02** <u>Invoices</u>: Contractor shall submit detailed invoices for all services being rendered.
- 4.03 <u>Date for Payment of Compensation</u>: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 <u>Expenses</u>: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

### ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- **5.01** <u>Contractor Qualifications</u>: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 <u>Contract Management</u>: Contractor shall report to the Public Defender, Lael Kayfetz, or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

- 5.03 <u>Tools and Instrumentalities</u>: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- Indemnification: Contractor shall indemnify and hold County harmless against 5.05 any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial

General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract. certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement. Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County. .
- Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 <u>Professional Liability</u>: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and

maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

- 5.11 <u>State and Federal Taxes</u>: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
  - a. County will not withhold FICA (Social Security) from Contractor's payments;
  - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
  - c. County will not withhold state or federal income tax from payment to Contractor.
  - d. County will not make disability insurance contributions on behalf of Contractor.
  - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

- obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15 <u>Warranty of Contractor</u>: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18 <u>Conflict of Interest</u>: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20 <u>Bankruptcy</u>: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes

insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

### ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

### ARTICLE 7. TERMINATION

- 7.01 <u>Termination on Occurrence of Stated Events</u>: This Contract shall terminate automatically on the occurrence of any of the following events:
  - 1. Bankruptcy or insolvency of Contractor
  - 2. Death of Contractor
- 7.02 <u>Termination by County for Default of Contractor</u>: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04 <u>Termination of Funding</u>: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

### ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 <u>Waiver</u>: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract,

County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

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- 8.09 Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 <u>Time is of the Essence</u>: Time is of the essence in the performance of this Contract.
- 8.11 <u>Materiality</u>: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

- 8.12 <u>Authority and Capacity</u>: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13 <u>Binding on Successors</u>: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14 <u>Cumulation of Remedies</u>: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

	COUNTY OF SISKIYOU
Date:	MICHAEL N. KOBSEFF, CHAIR Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYNUM Clerk, Board of Supervisors	• •
By:	
Deputy	CONTRACTOR: Language Line Services, Inc.
Date:	
	Bonaventura A. Cavaliere, CFO
Date:	Scott Merritt, Vice President of Operations
•	
License No.: 5519 (Licensed in accordance with an act providing f	for the registration of contractors)
Note to Contractor: For corporations, the contract must be sig the chairman of the board, president or vice-president; the se secretary, chief financial officer or assistant treasurer. (Civ. C	cond signature must be that of the secretary, assistant
TAXPAYER ID NO.: 77-0586710	
ACCOUNTING:	
FY24-25 1001.201170.723000 - Rate .01 FY25-26 1001.201170.723000 - Rate .01 FY26-27 1001.201170.723000 - Rate .01 FY27-28 1001.201170.723000 - Rate .01 FY28-29 1001.201170.723000 - Rate .01	

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Customer Name ("Customer"):County of Siskiyou	Customer # (if applicable): 501105
Customer Name ("Customer"):County of Siskiyou	Customer # (if applicable): 501105

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

### TERMS OF SERVICE

1. TERM OF AGREEMENT. This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

### Available LanguageLine Services:

On-demand interpretation	LanguageLine InSight Video Interpreting ®
240+ languages 24/7/365, in seconds	LanguageLine Phone <sup>SM</sup> Interpreting
Via phone, video and mobile	LanguageLine Mobile <sup>SM</sup>
	LanguageLine Direct Response
Click for On Demand Interpreting Services	Telehealth and Virtual Meetings
Face-to-face interpretation	Onsite Interpreting
130+ languages via onsite or video	Onsite Interpreting
	Virtual Onsite Interpreting
Click for Onsite Interpreting Services	
Translation and Localization	
380+ languages	Translation
Via human, machine translation, automation and	Localization
other technologies	Transcription
particles ser interestation country of age of	Clarity®
Click for Translation Services	Section (Section )
Testing and Training	Taskina
57 languages	Testing
Section of the sectio	Training
Click for Testing & Training	

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

- 2. PAYMENT TERMS. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.
- 3. USE OF SERVICES. Customer warrants that it will not (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the



Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

- 4. CONFIDENTIALITY AND PRIVACY. The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "Confidential Information" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
- 5. LANGUAGELINE PERSONNEL. Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
- 6. RELATIONSHIP OF PARTIES. The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
- 7. LIMITED WARRANTIES AND LIABILITY. (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT. WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR



OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 8. INDEMNIFICATION. The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 9. PUBLICITY. Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.
- 10. ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
- 11. ACQUISITION OR MERGER OF CUSTOMER. If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
- 12. TERMINATION. Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

### ADDITIONAL TERMS.

- (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
- (c) NO THIRD-PARTY BENEFICIARIES. Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
- (d) CHOICE OF LAW. Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the



- State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
- (e) BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
- (f) CONSTRUCTION. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
- (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
- (h) FORCE MAJEURE. A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
- (i) NOTICES. All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
- (j) COMPLIANCE. Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 14. ENTIRE AGREEMENT. This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer LanguageLine



Date:	Date:
Signature:	Signature:
Name: Lael Kayfetz	Name: Bonaventura A. Cavaliere
Title: Public Defender	Title: CFO



## **Statement of Work**

### LanguageLine® Phone<sup>SM</sup> Interpreting

Customer Name ("Customer"): County of Siskiyou

Customer # (if applicable): 501105

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

### 1. LANGUAGELINE PHONE INTERPRETING

### 1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) SERVICE DELIVERY. Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

### 1.2. PHONE INTERPRETING FEES

- (g) OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME. See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment......\$200.00
- (h) PER MINUTE USAGE FEES for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge		
1	Spanish	\$2.20		
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$2.40		
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$2.50		
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$2.60		

### 1.3. PHONE INTERPRETING EQUIPMENT

- (a) OPTIONS AND DEFINITIONS. Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.



### Statement of Work

## LanguageLine® Phone<sup>SM</sup> Interpreting

	Panasonic® Cordless Phone with Dual Handsets\$10.50
(c)	PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS. Upon the
	termination of the Agreement, Customer shall, at its cost, return the Equipment to Language
	Line Services within thirty (30) days following the termination date. Customer acknowledges
	that ownership of the Equipment remains with Language Line Services, and that the
	Equipment must be returned upon the termination of the Agreement. If Customer fails to
	return the Equipment to Language Line Services within the 30-day period, Language Line
	Services may invoice Customer \$175.00 per each equipment item not returned and
	Customer agrees to pay that invoice within thirty (30) days of the invoice date.

(d) PHONE INTERPRETING EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

The state of the s	
1Solution Analog Dual Handset Phone	\$60.00
1Solution Dual Handset IP Phone	\$150.00
Panasonic Cordless Phone with Dual Handsets	\$85.00
Panasonic Headset	\$25.00
Handsets	\$10.00
Handset Splitters (price per unit)	\$6.00
Wall Splitters (price per unit)	

### 2. OTHER FEES

- **2.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer......\$1.75

### 2.3. OPTIONAL CUSTOMIZATIONS

(a) Report configuration per hour	\$250.00
(b) Report maintenance per month	\$30.00
(c) Training assistance on site per day per training	\$500.00
(d) Training materials development per hour	\$179.00



## **Statement of Work**

## LanguageLine® Phone<sup>SM</sup> Interpreting

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name: Lael Kayfetz	Name: Bonaventura A. Cavaliere
Title: Public Defender	Title: CFO



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t						require an endorsement.	A sta	tement on
PRODUCER				CONTACT WTW Certificate Center					
Willis Towers Watson Northeast, Inc.			PHON	NAME: 110 COLUMN CONTROL CONTR					
	26 Century Blvd				L ESS; Certifi				
	. Box 305191 hville, TN 372305191 USA			ADDR				<del></del> -	
1144	212003234 000				INSURER(S) AFFORDING COVERAGE				20303
mini	IRED				INSURERA: Great Northern Insurance Company INSURERB: Federal Insurance Company				20281
	guage Line Holdings II, Inc.								
One	Lower Ragadale			INSUF	ERC: Pacifi	d Indemnity	Company		20346
	lding Two			INSUR	ERD:				
MOD	terey, CA 93940			. INSUR	ERE:				
					ERF:				
CO	VERAGES CER	TIFIC	CATE	NUMBER: W33860058			REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION OF AN THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BEEN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPECT HEREIN IS SUBJECT TO	r to w	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	· LIMITS		
	COMMERCIAL GENERAL LIABILITY		Ī				EACH OCCURRENCE	3	1,000,000
	CLAIMS-MADE X OCCUR				1		DAMAGE TO RENTED PREMISES (Es occurrence)		1,000,000
A			1				MED EXP (Any one person)		10,000
			1	3595-61-78	06/01/2024	06/01/2025	PERSONAL & ADV INJURY		1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		2,000,000
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	OTHER:	-	-		<del>-</del>		CONTRACTO CHICAGO CONTRACTO		1 000 000
	AUTOMOBILE LIABILITY				1 .		(Ea accident)		1,000,000
В	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)		
•	AUTOS ONLY AUTOS			(24) 7357-61-09	06/01/2024	06/01/2025	BODILY INJURY (Per accident)		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	<u> </u>							\$	,
В	X UMBRELLALIAB X OCCUR		1				EACH OCCURRENCE :	\$	5,000,000
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	DED RETENTION \$	]		•				\$	
	WORKERS COMPENSATION	1 1					X PER STATUTE OTH-		
c	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		A				E.L. EACH ACCIDENT	 }	1,000,000
	OFFICER/MEMBEREXCLUDED? [Mandatory In NH]	N/A		(25) 7174-35-69	06/01/2024	06/01/2025	E.L. DISEASE - EA EMPLOYEE	: :	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below:				1		E.L. DISEASE - POLICY LIMIT		1,000,000
	DESCRIPTION OF GENERALISMS SERVE	<u> </u>	-				E.E. DISEASE - POLICY LIMIT 1		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
CERTIFICATE HOLDER CANCELLATION									
				HT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Co	County of Siskiyou			HTUA	AUTHORIZED REPRESENTATIVE				
311 4th St Rm 108 Yreka, CA 96097-2947					Patricia a Form				
	O 4000 code A GODD GODDON AN ANALYSIS								