

CITY COUNCIL**The City of Orange Township, New Jersey**DATE June 20, 2023NUMBER 254-2023

TITLE: A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR LANGUAGE TRANSLATION SERVICES TO LANGUAGE LINE SERVICES, ONE LOWER RAGSDALE DRIVE, MONTEREY CALIFORNIA 96940-5747 IN AN AMOUNT NOT TO EXCEED \$14,000.000

WHEREAS, the Orange Municipal Court requires that response to all callers and defendants in Court; and

WHEREAS, such services require specialized knowledge and expertise in a particularized field necessary to successfully implement and provide such service that specifications cannot reasonably be formulated and public bidding is not feasible; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of a contract for "extraordinary unspecifiable services" without competitive bids and that said contract itself must be available for public inspection as et forth herein; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No 3-01-43-490-000-519. , contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract LANGUAGE LINE TRANSLATION SERVICES.

NOW, THEREFORE, BE IT RESOLVED, the Municipal Council of the City of Orange Township, New Jersey as follows:

1. The Mayor and the Municipal Clerk are hereby authorized and directed to execute the attached agreement with Language Line Services, One Lower Ragsdale Drive, Monterey, California 93950-5747.
2. This contract is awarded without competitive bidding as an "extraordinary unspecifiable service" in accordance with N.J.S.A 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because the involved service requires a specialized knowledge and expertise in a particularized field, requires performance by a firm with a proven reputation and the scope of services cannot be reasonably described by written specifications.
3. Notice of this action shall be printed in the Orange Transcript as required by law withing ten (10) days of its passage.

Adopted: June 20, 2023

Joyce L. Lanier, Municipal Clerk

Tency A. Eason, Council President


A. MIZRAN

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET - CURRENT FUND

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Language Line Services, Inc.

Address: One Lower Ragsdale Dr.
Bldg 2

City: Monterey
State: California
Zip Code: 93940-5747

Purpose: Language Translation services

Vendor ID: LANGU010

Fund: Current Fund
Line Description CRT - Court - Professional Services
Account Numbers(s): CY'23 3-01-43-490-000-519 \$ 14,000.00

Purchase Order # : 23-01247

Amount not to exceed: \$ 14,000.00

Division Head

Date

Nile Clements

6/5/2023

Chief Financial Officer

Date

1 Lower Ragsdale Drive, Bldg. 2
Monterey, California 93940



June 8th, 2023

Kahailil Hamiduddin
Orange Police Department – 12617
Orange Municipal Court
29 Park Street
Orange, NJ 07050

ATTN: Kahailil Hamiduddin

Dear Kahailil,

Thank you for your continued interest in our Language Access Services. Please find below our quote:

Product / Service	Quantity	Estimated Cost
Phone Interpreting Services	N/A	\$14,000.00
Total		\$14,000.00

Quote is applicable for both Consumer & Commercial Products

Thank you for giving us this opportunity; it's a pleasure doing business with you. If you would like to discuss items in this quote, or if you need any additional information, please e-mail me at:

siennings@languageline.com

Sincerely,

Stan Jennings
Premier Account Executive
LanguageLine Solutions
Phone: 831-648-7412
Email: siennings@languageline.com

Master Service Agreement

Customer Name ("Customer"): Orange Police Dept, City of	Customer # (if applicable): 12617
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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 provided by LanguageLine to 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 (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Statement(s) of Work, each of which is made a part of this Agreement. This Agreement and each of the Services the Customer chooses to receive from LanguageLine will become effective upon signing by both Parties and will continue in effect until terminated under Section 12 ("Termination"), provided that if LanguageLine is requested to and provides any Services to Customer prior to Customer's signing this Agreement, the terms and conditions of this Agreement will apply as if the Agreement had been signed by Customer. 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.
- 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), (ii) added to the next invoice (if resolved in favor of LanguageLine) or (iii) 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. If Customer will not be paying for any specific affiliate(s), those affiliate(s) must be identified on Schedule A of this Agreement and each such affiliate must enter into a separate Master Service Agreement with LanguageLine. An "affiliate" is any entity under Customer's full or partial control or otherwise related to Customer.
- 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 and/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.** If the Parties have not signed a Non-Disclosure Agreement, 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 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, or health information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (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

Master Service Agreement

relating to the Services.

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, which are located within and outside of the United States (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.** 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. 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 OR PAID BY CUSTOMER TO LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND EXCEPT AS IS PROHIBITED BY LAW OR 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 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. 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

Master Service Agreement

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) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on 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 the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **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 ContractAdministrationTeam@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

Master Service Agreement

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
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Master Service Agreement

Schedule A – Excluded Affiliates

Please identify any affiliates whose use of the Services will not be paid by the Customer:

AFFILIATE #1
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #2
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #3
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #4
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #5
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:

Additional affiliates can be listed in a separate page and attached to this document.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is **not intended to be provided to contractors**. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.**
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpel.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

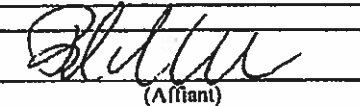
Stockholders: N/A

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21st day of October, 2011

(Notary Public)

My Commission expires: see attached



 (Affiant)

 (Name & title of affiant)

 (Corporate Seal)



List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM the Pay to Play section OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

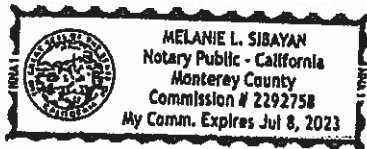
- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Monterey

Subscribed and sworn to (or affirmed) before me
 on this 21st day of October, 2021
 by Date Month Year
 (1) Bonaventura Z. Gallere
 (and (2) n/a),
 Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
 Signature Melanie L. Sibayan
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Statement of Work

LanguageLine® PhoneSM Interpreting

Customer Name ("Customer"): Orange Police Dept, City of	Customer # (if applicable): 12617
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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

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call \$5.00
- (f) **TELECOMMUNICATION SURCHARGE** In accordance with the Telecommunications Act of 1996
- (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	\$2.00
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$2.30
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$2.30
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$2.30

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.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone.....\$4.50
 - 1Solution Dual Handset IP Phone \$12.50
 - Panasonic® Cordless Phone with Dual Handsets \$10.50

Statement of Work

LanguageLine® PhoneSM Interpreting

- (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 ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.
 - 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).....\$6.00

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

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
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

NON TRANSFERABLE

LICENSE NUMBER
5519

**CITY OF MONTEREY
BUSINESS LICENSE**

ISSUANCE OF THIS LICENSE DOES NOT GRANT COMPLIANCE
WITH ANY OTHER STATE LAW OR CITY ORDINANCE.

NON-REFUNDABLE

EXPIRATION
06/30/2023

**KEEP FOR YOUR RECORDS
BUSINESS TAX RECEIPT**

CITY OF MONTEREY

SECTION 29
BUSINESS ADDRESS 1 LOWER RAGSDALE DR BLDG 2
OWNER Language Line Holdings II Inc
ISSUED TO LANGUAGE LINE, LLC
1 LOWER RAGSDALE DR BLDG 2
MONTEREY, CA 93940-5747



RAFAELA KING
Rafaela King
FINANCE DIRECTOR

ACCT. NO.
5519

DATE PAID
07/12/2022

AMOUNT RECEIVED
\$ 51,167.00

POST IN CONSPICUOUS PLACE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Language Line Services, Inc

2 Business name/disregarded entity name, if different from above

DBA LanguageLine Solutions

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

One Lower Ragsdale Dr Bldg 2

6 City, state, and ZIP code

Monterey CA 93940-5747

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] - [] [] [] []

OR
Employer identification number
7 7 - 0 5 8 6 7 1 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

DocuSigned by:

Sharon Wang

Date ▶ 01/04/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.