



**BLAINE COUNTY HOUSING AUTHORITY**

\*SPECIAL MEETING\*

Wednesday, September 20, 2023, 12:00 PM  
111 N. First Ave., Suite 2P, Hailey, Idaho 83333

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**AMENDED AGENDA**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Board Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

- Join us via Zoom (*please mute your device until called upon*)  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/85067693040>  
Webinar ID:874 5715 4080
- Address the Board in person at the Merriweather Building in Hailey.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*)

*This agenda is subject to revisions. All revisions will be underlined.*

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**CALL TO ORDER:** By Board Chairman Keith Perry

**ROLL CALL:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

**COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD:**

Communications from the Board of Directors

Public comments submitted.

**COMMUNICATIONS FROM LIAISONS:** Updates from the Liaisons on their jurisdictions.

**CONSENT AGENDA:**

*ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.*

- [1.](#) Recommendation to approve minutes for August 9, 2023 - City Clerk Trent Donat
- [2.](#) Recommendation to approve Treasurer's report and financials for August 2023 - Treasurer Shellie Gallagher
- [3.](#) Renew contract for services for compliance assistance with Ann Sandefer - Carissa Connelly
- [4.](#) Renew contract for services with City of Ketchum - Carissa Connelly
- [5.](#) Recommendation for LanguageLine services - Carissa Connelly

**PUBLIC HEARING:**

**NEW BUSINESS:**

7. Introduction to new Housing Stability Manager and update on hiring Program Administrator - Carissa Connelly, and Scott Brand, Housing Stability Manager
8. Update on Emergency and Transitional Housing Plan action items - Carissa Connelly
9. Update on new data management system - Carissa Connelly

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



# Blaine County Housing Authority Board

08/09/2023 12:00 PM

Ketchum City Hall, Community Meeting Room, 191 5th St. West,  
Ketchum, Idaho 83340

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## AGENDA

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Webinar ID: 867 2777 6205

- Address the Board in person at Ketchum City Hall, Community Meeting Room.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)  
(*by 9 am the day of the meeting*)

*This agenda is subject to revisions. All revisions will be underlined.*

**CALL TO ORDER:** By Board Chairman Keith Perry (00:00:44 in video)

**ROLL CALL:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

Keith Perry –Chairman

Sarah Seppa – Board Member

Mason Frederickson (online) – Treasurer

Carissa Connelly – Housing Director

### COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD:

Communications from the Board of Directors.

1. Public Comments submitted. (00:03:33 in video)

## COMMUNICATIONS FROM LIAISONS:

2. Updates from the Liaisons on their jurisdictions. (00:04:08 in video)

## CONSENT AGENDA:

*ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Board Member asks to be removed from the Consent Agenda and considered separately. (00:05:45 in video)*

**Mason Frederickson - Request to pull consent item #9** (00:06:02 in video)

3. Recommendation to approve minutes for July 12, 2023 - City Clerk Trent Donat
4. Recommendation to approve Treasurer's report and financials for July 2023 - Treasurer Shellie Gallagher
5. Recommendation to Implement a New Data and Application System - Housing Director Carissa Connelly
6. Recommendation to Approve Contract for Services with Courtney Noble, for Housing Navigation System - Housing Director Carissa Connelly
7. Recommendation to Approve Sublease with Blaine County Charitable Fund - Housing Director Carissa Connelly
8. Recommendation to Deny Taan Robrahn's Exception Request - Housing Director Carissa Connelly
9. Recommendation to Conditionally Approve Prue Hemmings' Exception Request - Housing Director Carissa Connelly (00:11:05 in video)

**Motion to approve consent agenda items #9.** (00:19:05 in video)

**MOVER:** Mason

**SECONDER:** Sarah

**AYES:** Mason, Keith, Sarah

**RESULT: APPROVAL**

10. Recommendation to Authorize Recording of updated Community Housing Guidelines - Housing Director Carissa Connelly

**Motion to approve consent agenda items #1-8, #10.** (00:11:00 in video)

**MOVER:** Mason

**SECONDER:** Sarah  
**AYES:** Mason, Keith, Sarah  
**RESULT: ADOPTED**

**PUBLIC HEARING:**

11. Recommendation to Adopt Emergency and Transitional Housing Plan -Housing Director Carissa Connelly (00:19:46 in video)  
  
-no public comment (00:22:31 in video)

**NEW BUSINESS:**

12. Guidance on Emergency and Transitional Housing Plan Actions - Housing Director Carissa Connelly (00:22:55 in video)
13. Update on Hiring Process - Housing Director Carissa Connelly (00:45:40 in video)
14. Update on Board Composition and Liaisons - Housing Director Carissa Connelly (00:51:25 in video)

Next meeting confirmed: September, 20<sup>th</sup> 2023 1:05 pm (00:59:21 in video)

**EXECUTIVE SESSION:**

15. Executive Session pursuant to Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - Housing Director Carissa Connelly (01:09:31 in video)

**Motion to move the Executive Session (see above) to other location (01:09:40 in video)**

**MOVER:** Keith  
**SECONDER:** Sarah  
**AYES:** Keith, Sarah Mason  
**RESULT: ADOPTED**

**ADJOURNMENT:**

**Motion to adjourn (01:10:49 in video)**  
**MOVER:** Keith  
**SECONDER:** Sarah  
**AYES:** Keith, Sarah Mason  
**ADJOURNED**

BLAINE COUNTY HOUSING AUTHORITY

Cash in Bank, Period Ending 08/31/2023

RECONCILIATION REPORT

Reconciled on: 09/08/2023

Reconciled by: finance@ketchumidaho.org

Any changes made to transactions after this date aren't included in this report.

**Summary** USD

Statement beginning balance	55,432.67
Checks and payments cleared (10)	-8,122.91
Deposits and other credits cleared (3)	27,834.23
Statement ending balance	75,143.99
Uncleared transactions as of 08/31/2023	-3,754.81
Register balance as of 08/31/2023	71,389.18
Cleared transactions after 08/31/2023	0.00
Uncleared transactions after 08/31/2023	297.71
Register balance as of 09/08/2023	71,686.89

**Details**

Checks and payments cleared (10)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/21/2023	Expense		SLIDEROOM TECHNOLOGIES	-820.00
08/05/2023	Expense		BLAINE COUNTY CHARITABLE FUND, INC.	-1,646.83
08/05/2023	Expense		Sun Valley Elkhorn Association, Inc	-478.33
08/05/2023	Expense		Sun Valley Elkhorn Association, Inc	-522.26
08/11/2023	Expense	126837	Copy and Print LLC	-54.99
08/11/2023	Expense	073123	Ann Sandefer	-1,172.50
08/15/2023	Expense		101 EMPTY SADDLE TRAIL LLC	-1,000.00
08/18/2023	Expense		Lawson & Laski, PLLC	-600.00
08/18/2023	Expense		Ann Sandefer	-1,120.00
08/18/2023	Expense		KETCHUM COMPUTERS	-708.00
<b>Total</b>				<b>-8,122.91</b>

Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/08/2023	Deposit		Joyce Peterson	825.00
08/08/2023	Deposit			3,750.00
08/23/2023	Deposit		City Of Ketchum	23,259.23
<b>Total</b>				<b>27,834.23</b>

**Additional Information**

Uncleared checks and payments as of 08/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2006	Journal			-173.25
10/01/2007	Journal	2007-AJE-3R		-100.00
10/01/2009	Journal	AUDITR		-51,727.34
05/04/2015	Bill Payment	6334	Jacob Hunt	-71.50
07/15/2015	Check	6381	ALLEN, COREY N.C. (deleted)	-30.93
12/08/2016	Bill Payment	6704	JONATHON BACCUS	-75.00
04/15/2022	Check		CHRISTMAS, NATALIE B	-11.06
10/31/2022	Check		APPRIVER, LLC	-53.82
12/16/2022	Check		Intermountain Gas	-409.61
01/20/2023	Journal	5		-187.45
07/11/2023	Expense	76338	BEARROCK INVESTMENTS LLC	-2,000.00
07/15/2023	Expense		101 EMPTY SADDLE TRAIL LLC	-1,000.00
08/18/2023	Expense		City Of Ketchum	-3,665.44
<b>Total</b>				<b>-59,505.40</b>

Uncleared deposits and other credits as of 08/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/11/2004	Deposit		G & A	2.00
05/11/2004	Check	5186	Petty Cash	48.00
09/20/2005	Journal	PettyCash 1		88.25
10/01/2005	Check	5511	Richard D. Duncan	35.00
09/30/2007	Journal	2007-AJE-3		100.00
09/30/2009	Journal	AUDIT		51,727.34
08/04/2023	Deposit			3,750.00
<b>Total</b>				<b>55,750.59</b>

Uncleared checks and payments after 08/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/08/2023	Expense	19872	KETCHUM COMPUTERS	-130.50
09/08/2023	Expense	082823	Ann Sandefer	-1,120.00
09/08/2023	Expense		BLAINE COUNTY CHARITABLE FUND, INC.	-891.03
09/08/2023	Expense	19838	KETCHUM COMPUTERS	-206.25
09/08/2023	Expense	inv-ol-171792	Owl Labs	-1,049.00
<b>Total</b>				<b>-3,396.78</b>

Uncleared deposits and other credits after 08/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/06/2023	Deposit			1,220.05
09/08/2023	Deposit			2,166.00
<b>Total</b>				<b>3,386.05</b>



# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet

As of September 8, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Cash in Bank	38,271.69
BCHA - Operating Reserve 2478	342.33
Checking US BANK	33,072.87
Petty Cash	0.00
<b>Total Cash in Bank</b>	<b>71,686.89</b>
Restricted Cash	0.00
Capital Repl Reserve US Bank	5,850.00
Restricted Cash-LGIP 3138	-14,962.38
Restricted Cash - Capital	33,000.00
Restricted Cash-Earnings	0.00
Restricted-Comm Hsg Pres Fund	425.16
Restricted-Contingency Fund	25.00
<b>Total Restricted Cash-LGIP 3138</b>	<b>18,487.78</b>
<b>Total Restricted Cash</b>	<b>24,337.78</b>
<b>Total Bank Accounts</b>	<b>\$96,024.67</b>
Accounts Receivable	
Fees Receivable	0.00
Restricted Cash Receivable	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>
Other Current Assets	
Employee Advance	0.00
Prepaid Insurance	0.00
Receivable from Other	0.00
Receivable from Restricted Fund	0.00
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$96,024.67</b>
Fixed Assets	
Accumulated Depr Lift Tower	-81,220.22
Land Purchase	0.00
Office fixtures, furniture	0.00
Property Held for Development	0.00
<b>Total Fixed Assets</b>	<b>\$ -81,220.22</b>



# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet

As of September 8, 2023

	TOTAL
Other Assets	
Earnest Money	0.00
Investment in Property/Housing	1,355,061.26
Rent - Deposit	0.00
Rent - Last Month	0.00
<b>Total Other Assets</b>	<b>\$1,355,061.26</b>
<b>TOTAL ASSETS</b>	<b>\$1,369,865.71</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,597.13
<b>Total Accounts Payable</b>	<b>\$26,597.13</b>
Other Current Liabilities	
Accrued Compensated Absences	63.05
Accrued Int. - City of Ketchum	0.00
Accrued Payroll Liabilities	269.37
Accrued PR Liab SEP 2018 correc	0.00
<b>Total Accrued Payroll Liabilities</b>	<b>269.37</b>
Deferred City Grants	0.00
Deferred County Support of BCHA	0.00
Deferred Housing In-Lieu Fees	0.00
Direct Deposit Liabilities	0.00
Herrera Lease Option	0.00
Loan From Blaine County	0.00
Note Payable-Ketchum	0.00
Restr Funds Payable to Op acct	0.00
Restricted Cash Payable	0.00
Security Deposit	1,150.00
US Bank Loan	0.00
<b>Total Other Current Liabilities</b>	<b>\$1,482.42</b>
<b>Total Current Liabilities</b>	<b>\$28,079.55</b>
<b>Total Liabilities</b>	<b>\$28,079.55</b>
Equity	
Net Assets	
Restricted to Housing Costs	0.00
Unrestricted	0.00
<b>Total Net Assets</b>	<b>0.00</b>
Opening Bal Equity	155.82
Reserved Fund Balance	0.00

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet

As of September 8, 2023

	TOTAL
Retained Earnings	1,289,769.04
Transfer Out	0.00
Unreserved Fund Balance	46,680.39
Net Income	5,180.91
<b>Total Equity</b>	<b>\$1,341,786.16</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,369,865.71</b>



**BLAINE COUNTY  
HOUSING AUTHORITY**

**BOARD MEETING AGENDA MEMO**

Meeting Date:  Staff Member:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- Ann, as former Program Administrator, is integral to ensuring ongoing compliance during staff turnover
- Ann is well positioned to train the incoming Program Administrator

**Policy Analysis and Background (non-consent items only):**

While BCHA functions without a Program Administrator and – once a new Program Administrator begins onboarding – BCHA needs to continue to monitor compliance of existing renters and owners. Ann would continue to conduct the following duties with this contract renewal:

- Undertake BCHA Homeowner compliance with deed restrictions.
- Recertify the eligibility of renters in BCHA rental properties.
- As requested, assist BCHA Program Administrator in the duties listed within the Program Administrator's duties and responsibilities.

**Financial Impact:**

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="Adequate funds exist in account"/>
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**Attachments:**

- |  |
|--|
| <input type="text" value="1. Resolution 2023-07"/>                                       |
| <input type="text" value="2. BCHA PROGRAM SERVICES – INDEPENDENT CONTRACTOR AGREEMENT"/> |
| <input type="text" value="3."/>  |

**RESOLUTION No. 2023-07**

BEFORE THE BOARD OF COMMISSIONERS  
OF THE BLAINE COUNTY HOUSING AUTHORITY  
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO RENEW  
CONTRACT FOR SERVICES WITH ANN SANDEFER

WHEREAS, contractor Ann Sandefer is well-versed and capable of continuing to monitor and draft enforcement letters to renters and owners in BCHAs programs; and

WHEREAS, the value of deed-restrictions are contingent on adequate compliance; and

WHEREAS, existing staff do not have the capacity to conduct such activities; and

WHEREAS, Ann is prepared and ready to train an incoming Program Administrator in compliance and other duties; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the renewal of Ann Sandefer's contract for services on September 20, 2023, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_

Executive Director

Chair

## **BCHA PROGRAM SERVICES-INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made and entered on this \_\_\_ day of \_\_\_\_\_ 2023, by and between the Blaine County Housing Authority ("BCHA") and Ann Sandefer ("Contractor"):

WHEREAS, the BCHA and Contractor desire to enter into an independent contractor agreement to provide professional services to assist with BCHA programs and ensuring compliance of homeowners with BCHA deed restrictions and BCHA rental recertifications

WHEREAS, the BCHA is duly authorized and empowered to enter into such an agreement;

WHEREAS, the Contractor has experience and desires to provide services relating to BCHA programs as an independent contractor;

NOW THEREFORE, in consideration of the above recitals and the agreements, covenants, conditions and mutual promises set forth below, it is hereby agreed as follows:

1. **SERVICES PROVIDED:** BCHA hereby contracts with Contractor as an independent contractor to complete and perform the services of Program Administrator for the BCHA as outlined in Attachment A including, without limitation, support of and consultation with the BCHA Program Administrator and the BCHA Board of Commissioners. This Agreement will be administered by the City of Ketchum Housing Department in consultation with the BCHA Board.

2. **TERM OF AGREEMENT:** The term of this professional services contract shall be from October 1, 2023, until September 30, 2024. This agreement may be terminated with a fourteen (14) day written notice by the City of Ketchum with approval by the BCHA Chair or the Contractor.

3. **WORK HOURS AND COMPENSATION:**

A. BCHA agrees to pay compensation to Contractor at the rate of \$35.00 per hour twice a month.

B. Contractor shall submit invoices setting out (1) the dates work was performed, (2) a description of the work performed, and (3) the number of hours billed for each task. Invoices shall be submitted not later than five (5) days following the end of the payment period. Invoices shall be submitted to the Executive Director. Upon approval of the BCHA Program Administrator, payment shall be made within five days of the final date the invoice was due.

C. Contractor shall provide services under this Agreement on Mondays and Fridays each week for an average total of 16 hours each week. Contractor may switch workdays to other days or exceed or work less than 16 hours in any one week, upon not less than 48 hours notice to and the written approval of the City of Ketchum Housing Department or BCHA Board Chair.

4. **INDEPENDENT CONTRACTOR:**

A. The parties agree that Contractor is the independent contractor of BCHA and in no way an employee or agent of BCHA and is not entitled to any benefit of employment with the BCHA.

B. BCHA will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; make state or federal unemployment compensation contributions on Contractor's behalf; and will not withhold state or federal income tax from Contractor's payments.

C. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide BCHA with proof that such payments have been made.

D. BCHA will not make state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

5. EQUIPMENT: BCHA has no responsibility for security or protection of Contractor's supplies or equipment. BCHA shall provide Contractor workspace with a computer and access to printers and supplies. BCHA shall provide access to all plans, submitted information, materials, and other related resources in its possession, which are necessary for Contractor's performance under this Agreement.

6. WORK PRODUCT: Contractor agrees that all work performed under this Agreement is for the benefit of the BCHA and hereby transfers and assigns to BCHA all of its rights to the work performed.

7. OUTSIDE WORK AND CONFLICTS: Contractor may perform work for third party clients, provided such work does not create an actual or potential conflict of interest with BCHA. When Contractor becomes aware of a conflict or potential conflict in a matter with which she is involved, Contractor shall notify the Executive Director and the BCHA Board Chair.

8. CONFIDENTIALITY: Contractor acknowledges that it will be necessary for BCHA to disclose certain confidential and proprietary information to Contractor for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

9. INDEMNIFICATION: BCHA agrees to indemnify, defend, and hold harmless Contractor from any and all claims, costs, liability, judgement, complaint, judicial review petition or cause of action filed against Contractor relating to a claim based upon acts or omissions of Contractor performed with the scope of Contractor duties under this agreement, no matter what the basis of the claim, complaint or liability may be, including negligence, but excluding the intentional and willful misconduct of Contractor. BCHA retains the right to select legal counsel to represent Contractor in any such claim, cost, liability, judgement, complaint, judicial review petition, or cause of action filed against Contractor in Contractor's individual capacity, subject to the approval of activities of Contractor undertaken by Contractor pursuant to this agreement, no matter what the basis of the claim, complaint, or liability (including contribution) may be, including negligence but excluding the intentional and willful misconduct of Contractor.

10. COMPLIANCE WITH LAWS: Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in his performance under this Agreement. Contractor shall possess a valid Idaho driver's license during the term of this Agreement.

11. ASSIGNMENT: Contractor may not assign, sub-contract, or delegate his rights and duties hereunder to any person or entity without the prior written consent of BCHA.

12. WAIVER. The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any right or remedies that said party may have and shall not be deemed a waiver of any preceding or subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person. No covenant, term or condition or the breach thereof shall be deemed waived, except by the written consent of the party against whom the waiver is claimed.

13. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

14. AUTHORITY OF THE BLAINE COUNTY HOUSING AUTHORITY. Contractor understands and agrees that only BCHA, through its Board and the City of Ketchum, is empowered to alter, amend, modify, revoke, and permit waiver, assignment, sub-contract, and delegation under this agreement. Contractor shall not rely upon any representation, warranty or other statement by any other employee or agent of BCHA, and any such reliance by Contractor shall be at Contractor's peril and shall not give rise to any claim or cause of action, in law or equity, against BCHA, its employees or agents.

15. REPRESENTATIONS. Contractor agrees and warrants that in entering into this agreement it has relied upon no representations, express or implied, of the BCHA, the City of Ketchum, employees, or agents that are not expressly stated herein.

17. SUCCESSORS AND ASSIGNS. Unless otherwise provided in this agreement, this agreement inures to the benefit of, will be binding upon the parties and their respective heirs, representatives, successors, and permitted assigns.

18. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as result of the drafting and preparation of this agreement. The heading and captions of paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of this agreement.

19. SEVERABILITY. If any term or provision of this agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. VENUE AND GOVERNING LAW. If an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

21. ATTORNEY FEES. If any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such

action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

22. AMENDMENT. This agreement may be altered, amended, modified, or revoked only by written instrument duly executed by the parties hereto.

23. ENTIRE AGREEMENT. This instrument constitutes and embodies the entire integrated agreement between the parties. The parties agree that all prior and contemporaneous oral and written agreements between and among themselves and their agents or representatives relating to this agreement are merged in and superseded by this agreement. No modification, amendment, or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.

24. SERVICE OF NOTICE. Any notice may be served upon BCHA by certified mail addressed to:  
Blaine County Housing Authority  
P.O. Box 4045  
Ketchum, ID 83340

Any notice may be served upon Contractor by certified mail addressed to Contractor at:  
Ann Sandefer  
PO Box 6806  
Ketchum, ID 83340

Service of notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

EXECUTED and effective as of the day and year provided above.

Ann Sandefer \_\_\_\_\_  
PO Box 6806  
Ketchum, ID 83340  
(208) 720-5109

Date \_\_\_\_\_

For the Blaine County Housing Authority

Keith Perry \_\_\_\_\_  
Blaine County Housing Authority  
PO Box 4045  
Ketchum, ID 83340  
(208) 788-6102

Date \_\_\_\_\_



## **Attachment A – Compliance Contractor Duties and Responsibilities**

DUTIES – During the term of this Agreement, Contractor will assist the BCHA Program Administrator with the following duties:

- Undertake BCHA Homeowner compliance with deed restrictions.
- Recertify the eligibility of renters in BCHA rental properties.
- As requested, assist BCHA Program Administrator in the duties listed within the Program Administrator's duties and responsibilities.



# BLAINE COUNTY HOUSING AUTHORITY

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city's Housing Director participated in the development of the BCHA strategic plan
- The city's Housing Department, Treasury, Clerk, and IT have – and can continue to – support BCHA's mission in a cost-efficient manner
- The city is hiring two new staff to fulfill and expand BCHA's role – in line with BCHA's strategic plan

Policy Analysis and Background:

**Proposed contract change:** Staff propose that, rather than renewing such contract annually, either party can terminate the contract at no-fault with sixty days notice. BCHA maintains the right to terminate the agreement upon two days written notice if Ketchum “fails, refuses, or is unable to provide the services.”

**Proposed additions to the scope of work include the following:**

- Adopt and implement a customer relationship management system to maintain clear documentation of communication and tasks.
- Enhance Ketchum's Housing Department's countywide needs assessment

Increase collaboration and communication among housing- and service-providers

- Shift hosting duties of quarterly implementation partner meetings from City of Ketchum to Blaine County Housing Authority

Implement Emergency and Transitional Housing Plan

- Hire Housing Stability Manager to undertake these responsibilities and the Housing Navigation System.
- Master lease RV spots and assist in winterizing.
- Master lease a motel from November to April.
- Launch a community-wide funding campaign.

Financial Impact:

None OR Adequate funds exist in account:	City and County allocated budget includes the two positions and for programming
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Attachments:

1. Resolution 2023-08
2. Contract for Services with City of Ketchum
3. Exhibit A. Scope of Work

**RESOLUTION No. 2023-08**

BEFORE THE BOARD OF COMMISSIONERS  
OF THE BLAINE COUNTY HOUSING AUTHORITY  
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF  
COMMISSIONERS TO RENEW CONTRACT FOR SERVICES WITH CITY OF KETCHUM

- A. Whereas, contractor City of Ketchum has the expertise and capacity to undertake BCHA’s responsibilities and fulfill BCHA’s Strategic Plan, including support from the Housing Department, Treasury, Clerk, Communications, and IT; and
- B. Whereas, the city’s Housing Director participated in the development of BCHA’s Strategic Plan, has provided guidance to BCHA for the previous year and a half; and
- C. Whereas, with the city of Ketchum’s support, BCHA is more likely to fulfill its Strategic Plan; and,
- D. Whereas, the city’s Housing Department fulfills BCHA’s responsibilities when there are no BCHA-designated staff, and recruits on onboards new staff to fulfill these responsibilities; now,
- E. Therefore, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the renewal of City of Ketchum’s contract for services on September 20, 2023, set forth in Attachment 2, attached and incorporated herein.

Section 2. Authorizes signature and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_

Executive Director

Chair

**CONTRACT FOR SERVICES AGREEMENT  
WITH BLAINE COUNTY HOUSING AUTHORITY**

THIS AGREEMENT is made and entered into effective to this \_\_\_\_ day of September 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”) and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (“BCHA”), jointly “Parties.”

**FINDINGS**

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho, and is empowered to enter into contracts pursuant to Idaho Code § 50-301 *et seq.*
2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.
3. Ketchum has proposed to provide services to BCHA related to the management and preservation of community housing for low and moderate income households. Under the direction of the Blaine County Housing Authority Board of Commissioners, Ketchum will perform the Scope of Services, as attached hereto as Exhibit A.
4. Pursuant to Idaho Code § 31-4204 BCHA is empowered to enter into contracts and take such steps as are reasonably necessary to fulfill the authority’s statutory mission.
5. Pursuant to Idaho Code § 67-2332 the Parties are empowered to enter into interagency contracts.
6. Ketchum has appropriated funds for the staffing administration of the proposed scope of services. Ketchum will seek a contract for services agreement with Blaine County to ensure matching funds.

NOW, THEREFORE, the Parties agree as follows:

- 1. SERVICES RECEIVED.** Ketchum agrees to provide to BCHA the services and products described in the Scope of Services, attached as Exhibit A.
- 2. TERM.** The term of this Agreement shall commence on September \_\_, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.
- 3. PAYMENT OF BCHA CONTRACTORS.** The BCHA Board has entered into contracts for services with independent contractors to provide specific duties and services for the Board. The City of

Ketchum agrees to pay invoices from these contractors until the Board terminates their services. This amount may not exceed \$45,000 in fiscal year 2023 unless extended by the parties.

**4. COORDINATION.** Ketchum will coordinate and collaborate with BCHA contractors and the BOARD to facilitate training of Ketchum housing staff on BCHA programs.

**5. REPORTING.** Ketchum shall update the BCHA Board monthly during the BCHA Board's regularly scheduled meetings with respect to how each identified service in Exhibit A is being performed.

**6. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator	Board Chair
City of Ketchum	BCHA
Post Office Box 2315	Post Office Box 4045
Ketchum, ID 83340	Ketchum, ID 83340

**7. EQUAL EMPLOYMENT OPPORTUNITY.** The Parties covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

**8. TERMINATION.** Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon sixty (60) days written notice to the other for any reason or no reason. In addition, the Parties agree that in the event Ketchum fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and upon default that BCHA shall have the power to terminate this Agreement upon two (2) days' written notice. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

**9. INDEPENDENT CONTRACTOR.** Ketchum performs the Services hereunder solely and exclusively as an independent contractor. Ketchum is not an employee, servant, agent, or joint venture of BCHA. Ketchum will determine the legal means by which it accomplishes the work specified by this Agreement. This Agreement shall not be construed to create or establish any employee-employee relationship between BCHA and Ketchum or make Ketchum employees eligible for any BCHA employment benefits. Ketchum is solely responsible for the supervision of Ketchum staff and for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

**10. INSURANCE.** Each party will carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence;
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	\$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided upon request. Each policy of insurance required shall provide for no less than thirty-day advance notice prior to cancellation.

**10. NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent and approval of the governing board of both Parties.

**11. SOLE RESPONSIBILITY.** Each Party will be solely responsible and liable with respect to its own actions taken and obligations made pursuant to this Agreement.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**13. SUCCESSION.** This Agreement shall be binding upon all successors in interest of either party hereto.

**14. LAW OF IDAHO.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY

CITY OF KETCHUM

By

By

\_\_\_\_\_  
Keith Perry  
Chair

\_\_\_\_\_  
Neil Bradshaw  
Mayor

ATTEST

By

\_\_\_\_\_

ATTEST:

By

\_\_\_\_\_

Trent Donat  
City Clerk



**EXHIBIT A**  
**Blaine County Housing Authority**  
**Scope of Services | October 2023**

**Goal:** *Provide staffing, administrative and program services to the Blaine County Housing Authority Board.*

Administration

Tasks to Be Completed no later than January 1, 2023, or earlier as stated.

- Recruit and hire a BCHA Program Administrator, create and manage a 90-day work plan in coordination with BCHA independent contractors and facilitate training.
- Evaluation and consolidate BCHA Teamshare files containing 15 years of documents; eliminate duplicate files and create a new filing system with Program Administrator.
- Adopt and implement a customer relationship management system to maintain clear documentation of communication and tasks.

Ongoing

- Update BCHA website and social media.
- Provide clerical support, including managing board meetings, agenda, notice, and minutes.
- Provide finance support by (a) routinely monitoring, managing, and controlling program and office expenditures and (b) collecting rents and (c) managing invoices for work orders.
- Administer human resources, such as benefits, pay, and conflict resolution.
- Administer communications, including newsletters, social media, and interviews.
- Administer technology for staff and Hailey office, printers, and computers.

Establish a housing navigation system for providing resources, services, and housing application assistance

Ongoing

- Maintain and manage infrastructure and relationships for coordinated entry into housing, such as by developing a common pre-application.
- Maintain a database on waiting lists for affordable housing.
- Provide housing counseling and financial services. Manage and annually update county-wide resource guide.
- Train case workers on housing application processes, fair housing, conflict resolution, application processes, and other resources.

Steward and expand deed-restricted homes, including on-going compliance

- Work with BCHA Contractors to Maintain an accurate, up-to-date, database of qualified applicants.
- Refer eligible applicants to developers and landlords. Provide data to jurisdictions as requested.
- Work with BCHA Contractors to monitor and enforce compliance of deed-restrictions and policies/guidelines.
- Improve and clarify processes.

Serve as the single source of housing data, housing needs, housing lists to support data-driven decisions

- Collect quantitative and qualitative data, including BCHA database, census data, building trends, housing costs, and resident feedback on needs, preferences, and initiatives.
- Enhance Ketchum's Housing Department's countywide needs assessment.
- Analyze and distribute findings in accessible format with visual and written representations.

Develop community education to build understanding of needs.

- Develop shared messaging and materials to build understanding of continuum of local housing needs and intersection of housing and other areas.
- Share about existing programs and identify innovative programs for consideration and learning.
- Translate and distribute materials through speaker series, training, and accessible communications.

Increase collaboration and communication among housing- and service-providers

- Shift hosting duties of quarterly implementation partner meetings from City of Ketchum to Blaine County Housing Authority.

Recommend policies to promote housing supply and access.

- Develop and recommend policies which will increase the supply of affordable housing options, such as through code and process changes.
- Develop and recommend policies which will increase access to affordable housing options and stability of residents
- Identify and advocate for state- and federal-level policy changes.
- Review the BCHA Community Housing Guidelines/Policies annually.

Implement Emergency and Transitional Housing Plan

- Hire Housing Stability Manager to undertake these responsibilities and the Housing Navigation System.
- Master lease RV spots and assist in winterizing.
- Master lease a motel from November to April.
- Launch a community-wide funding campaign.



## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

**Recommended Motion:**

“I move to approve LanguageLine services for BCHA communications.”

**Reasons for Recommendation:**

- The BCHA fields calls and provides information to non-English speakers, having LanguageLine services would allow information to be more accurately provided, reducing inaccuracies, delays and frustration.
- Serving our diverse community is challenging without bilingual staff. Once bilingual staff are a part of BCHA staff, the LanguageLine services would be used when they are unavailable.

**Policy Analysis and Background (non-consent items only):**

Currently there are no bilingual staff members that provide communications for the BCHA. Blaine County is comprised of 26% non-White ethnic groups and while many of these individuals may speak English, LanguageLine services would help any that do not, ensuring BCHA provide an equal opportunity to non-English speakers.

**Attachments:**

1. Resolution 2023-09
2. Statement of Work: LanguageLine Phone Interpreting
3. Statement of Work: LanguageLine Translation and Localization
4. Language List
5. Master Service Agreement

**RESOLUTION No. 2023-09**

BEFORE THE BOARD OF COMMISSIONERS  
OF THE BLAINE COUNTY HOUSING AUTHORITY  
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO CONTRACT  
WITH LANGUAGE LINE FOR INTERPRETATION SERVICES

- A. Whereas, contractor City of Ketchum has limited Spanish-speaking and alternative language capabilities; and
- B. Whereas, there will be times when the bilingual Program Administrator is unavailable due to helping other applicants, tenants, homeowners, being in meetings, and taking vacation or sick leave; and
- C. Whereas, LanguageLine provides real time interpretation services and comes recommended by Blaine County Housing Authority’s partners who regularly interact with diverse community members; now,
- D. Therefore, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the service agreement with LanguageLine on September 20, 2023, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

Section 2. The Blaine County Housing Authority Board authorizes execution of the service agreement and implementation by the Executive Director.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_

Executive Director

Chair

Client Name ("Customer"): <b>Blaine County Housing Authority</b>	Client # (if applicable):
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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 ..... Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 ..... Waived
- (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	\$0.98
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.98
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.98
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.98

**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
- (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.
- 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
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Client Name ("Customer"): <b>Blaine County Housing Authority</b>	Client # (if applicable): tba
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This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine").

**1. SCOPE OF WORK**

- 1.1. **DESCRIPTION OF SERVICES.** ISO-certified workflows are used to convert Customer's written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.
- 1.2. **DELIVERABLES** will be agreed upon at the beginning of project(s).

**2. TERMS OF SERVICE**

- 2.1. **PRICING.** Prices for the Services shall be as specified by LanguageLine to Customer either in Exhibit A to this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared, will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.
- 2.2. **ORDERS.** Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.
- 2.3. **TERMINOLOGY.** Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.
- 2.4. **APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.
- 2.5. **EDITING.** Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.
- 2.6. **CHANGE ORDERS.** Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine's ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject LanguageLine's change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.



- 2.7. PAYMENT.** (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).
- 2.8. CUSTOMER PROPERTY.** At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.
- 2.9. ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.

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:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

# LanguageLine LanguageList

## Languages Available for Audio Interpreting

Acholi	Cebuano	Fukienese	Ibanag	Koho	Mizo	Quechua	Tajik
Afar	Chaldean	Fulani	Icelandic	<b>Korean*</b>	Mnong	Quichua	Tamil
Afrikaans	Chamorro	Fuzhou	Igbo	Krahn	Mongolian	Q'eqchi'	Telugu
Akan	Chaochow	Ga	Ilocano	Krio	Montenegrin	Rade	Tetun
Akateko	Chin Falam	Gaddang	Indonesian	Kunama	Moroccan Arabic	Rakhine	<b>Thai*</b>
<b>Albanian*</b>	Chin Hakha	Gaelic-Irish	Inuktitut	Kurmanji	Mortlockese	Rohingya	Tibetan
<b>Amharic*</b>	Chin Mara	Gaelic-Scottish	<b>Italian*</b>	Kyrgyz	Napoletano	<b>Romanian*</b>	Tigré
Anuak	Chin Matu	Garifuna	Jakartanese	<b>Laotian*</b>	Navajo	Rundi	<b>Tigrigna*</b>
Apache	Chin Senthang	Garre	Jamaican Patois	Latvian	<b>Nepali*</b>	<b>Russian*</b>	Toishanese
<b>Arabic*</b>	Chin Tedim	Gen	<b>Japanese*</b>	Liberian Pidgin English	Ngambay	Samoan	Tongan
<b>Armenian*</b>	Chipewyan	Georgian	Jarai	Lingala	Nigerian Pidgin	Sango	Tooro
Assyrian	Chuukese	<b>German*</b>	Javanese	<b>Lithuanian*</b>	Norwegian	Seraiki	Trique
Azerbaijani	Cree	German Penn. Dutch	Jingpho	Luba-Kasai	Nuer	Serbian	<b>Turkish*</b>
Bahasa	Croatian	Gheg	Jinyu	Luganda	Nupe	Shanghaihese	Turkmen
Bahdini	Czech	Gokana	Juba Arabic	Luo	Nyanja	Shona	Tzotzil
Bahnar	Danish	<b>Greek*</b>	Jula	Maay	Nyoro	Sichuan Yi	<b>Ukrainian*</b>
Bajuni	Dari	Guarani	Kaba	Macedonian	Ojibway	Sicilian	Urdu
Bambara	Dewoin	Gujarati	Kam Muang	<b>Malay*</b>	Oromo	Sinhala	Uyghur
Bantu	Dinka	Gulay	Kamba	Malayalam	Pampangan	Slovak	Uzbek
Barese	Duala	Gurani	Kanjobal	Maltese	Papiamento	Slovene	<b>Vietnamese*</b>
Basque	Dutch	<b>Haitian Creole*</b>	Kannada	Mam	<b>Pashto*</b>	Soga	Visayan
Bassa	Dzongkha	Hakka China	<b>Karen*</b>	<b>Mandarin*</b>	Plautdietsch	<b>Somali*</b>	Welsh
Belarusian	Edo	Hakka Taiwan	Kashmiri	Mandinka	Pohnpeian	Soninke	Wenzhounese
Bemba	Ekegusii	Hassaniyya	Kayah	Maninka	<b>Polish*</b>	Sorani	Wodaabe
Benaadir	Estonian	Hausa	Kazakh	Manobo	<b>Portuguese*</b>	<b>Spanish*</b>	Wolof
<b>Bengali*</b>	Ewe	Hawaiian	Kham	Marathi	<b>Portuguese Brazilian*</b>	Sudanese Arabic	Yemeni Arabic
Berber	<b>Farsi*</b>	<b>Hebrew*</b>	Khana	Marka	<b>Portuguese Cape Verdean*</b>	Sunda	Yiddish
<b>Bosnian*</b>	Fijian	Hiligaynon	<b>Khmer*</b>	Marshallese	Pugliese	Susu	Yoruba
Bravanesse	Fijian Hindi	<b>Hindi*</b>	K'iche'	Masalit	Pulaar	<b>Swahili*</b>	Yunnanese
Bulgarian	Finnish	Hindko	Kikuyu	Mbay	<b>Punjabi*</b>	Swedish	Zapoteco
<b>Burmese*</b>	Flemish	<b>Hmong*</b>	Kimiri	Mien	Putian	Sylhetti	Zarma
<b>Cantonese*</b>	<b>French*</b>	Hunanese	Kinyarwanda	Mirpuri		<b>Tagalog*</b>	Zo
Catalan	<b>French Canadian*</b>	Hungarian	Kissi, Northern	Mixteco		Taiwanese	Zyphe

\* Audio interpreting languages are available for LanguageLine® DirectResponse<sup>SM</sup>, our end-to-end language solution for inbound calls.

Languages of lesser diffusion may require additional interpreter connect time. Lists are subject to change with interpreter availability. If you have a question regarding language availability, please contact your Account Executive or Customer Care.

## Languages Available for Video Interpreting

Albanian	Burmese	Hmong	Nepali	Tagalog
<b>American Sign Language*</b>	<b>Cantonese*</b>	Italian	<b>Pashto</b>	Thai
Amharic	<b>Dari</b>	Japanese	<b>Polish*</b>	Tigrigna
<b>Arabic*</b>	Farsi	Karen	<b>Portuguese*</b>	Turkish
Armenian	<b>French*</b>	Khmer	Punjabi	Ukrainian
Bengali**	German	<b>Korean*</b>	Romanian	Urdu
Bosnian	Greek	Laotian	<b>Russian*</b>	<b>Vietnamese*</b>
British Sign Language	Haitian Creole	Lithuanian	Somali**	* Available 24/7
	Hebrew	Malay	<b>Spanish*</b>	** Extended weekend hours
	Hindi	<b>Mandarin*</b>	Swahili	

For information on audio and video interpretation: **1-800-752-6096**

## Translation and Localization Top Requested Languages

More than 298 unique languages and 480 language pairs are available.

- Afrikaans
- Albanian
- Amharic
- Arabic
- Bahasa
- Bengali
- Bosnian
- Bulgarian
- Burmese
- Cape Verdean Creole
- Catalan
- Chinese (Simplified)
- Chinese (Trad–HK)
- Chinese (Traditional)
- Chuukese
- Croatian
- Czech
- Danish
- Dutch
- Estonian
- Farsi
- Finnish
- French (Canadian)
- French (Euro)
- Georgian
- German
- Greek
- Gujarati
- Haitian Creole
- Hebrew
- Hindi
- Hmong
- Hungarian
- Icelandic
- Indonesian
- Italian
- Japanese
- Karen
- Kazakh
- Khmer
- Korean
- Laotian
- Latvian
- Lithuanian
- Macedonian
- Malay
- Malayalam
- Mandinka
- Marathi
- Navajo
- Norwegian
- Oromo
- Polish
- Portuguese (Brazil)
- Portuguese (Euro)
- Punjabi
- Romanian
- Russian
- Serbian
- Sinhalese
- Slovak
- Slovenian
- Somali
- Spanish (Iberian)
- Spanish (Latin)
- Swedish
- Tagalog
- Tamil
- Telegu
- Thai
- Turkish
- Ukrainian
- Urdu
- Vietnamese
- Yiddish
- Zulu

Additional languages and dialects may be available. If you have a question regarding language availability, please call 1-800-878-8523 or contact us at [translation@languageline.com](mailto:translation@languageline.com).

Learn more about the LanguageLine Solutions® difference at:  
[www.LanguageLine.com](http://www.LanguageLine.com)

**LanguageLine**  
Solut<sup>®</sup>

# Master Service Agreement

Client Name ("Customer"): <b>Blaine County Housing Authority</b>	Client # (if applicable):
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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 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:

<b>On-demand interpretation</b> <b>240+ languages 24/7/365, in seconds</b> <b>Via phone, video and mobile</b>  Click for <a href="#">On Demand Interpreting Services</a>	LanguageLine InSight Video Interpreting® LanguageLine Phone <sup>SM</sup> Interpreting LanguageLine Mobile <sup>SM</sup> LanguageLine Direct Response Telehealth and Virtual Meetings
<b>Face-to-face interpretation</b> <b>130+ languages via onsite or video</b>  Click for <a href="#">Onsite Interpreting Services</a>	Onsite Interpreting Virtual Onsite Interpreting
<b>Translation and Localization</b> <b>380+ languages</b> <b>Via human, machine translation, automation and other technologies</b>  Click for <a href="#">Translation Services</a>	Translation Localization Transcription Clarity®
<b>Testing and Training</b> <b>57 languages</b>  Click for <a href="#">Testing &amp; Training</a>	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@languageinc.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 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, which are located within and outside of the United States unless Customer requires US domestic only personnel (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.
- 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 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.

<b>Customer</b>	<b>LanguageLine</b>
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# Master Service Agreement

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Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO