

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:				85 Health and Community Services			
Division/Program: (i.e. Dept. Division and Program)				8510 Administration / 851000 Administration			
Contract or Grant Administrator:				Sabrina Houck			
Contractor's / Agency Name:				Glyph Language Services, Inc.			
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?				Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:					
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:			
Already approved? Council Approved Date:				(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?						ALN#	93.268
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, grantor agency contract number(s):					
Is this contract grant funded?							
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		202201016			
Is this contract the result of a RFP or Bid process?						140100 / 145110 / 600200 / 610525 / 615000 / 621215 / 627200 / 627221 / 627400 / 650525 / 652200 / 660480 / 660500 / 673300	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, RFP and Bid number(s):		24-25	Contract Cost Center:		
Is this agreement excluded from E-Verify?				No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:							
<input type="checkbox"/> Professional services agreement for certified/licensed professional.				<input type="checkbox"/> Goods and services provided due to an emergency.			
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.				<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Contract work is for less than 120 days.				<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input type="checkbox"/> Interlocal Agreement (between Governments).				<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):				Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.			
\$	65,000						
This Amendment Amount:							
\$							
Total Amended Amount:							
\$							
Summary of Scope: This contract provides funding for language interpretation and translation services for various Whatcom County Health and Community Services programs.							
Term of Contract:		6 Months		Expiration Date:		12/31/2024	
Contract Routing:	1. Prepared by:		JT		Date:	05/29/2024	
	2. Health Budget Approval		JS		Date:	06/03/2024	
	3. Attorney signoff:		Christopher Quinn		Date:	05/30/2024	
	4. AS Finance reviewed:		A Martin		Date:	6/5/24	
	5. IT reviewed (if IT related):				Date:		
	6. Contractor signed:				Date:		
	7. Executive Contract Review:				Date:		
	8. Council approved (if necessary):				Date:		
	9. Executive signed:				Date:		
	10. Original to Council:				Date:		

Whatcom County Contract Number:

CONTRACT FOR SERVICES
Between Whatcom County and Glyph Language Services, Inc.

Glyph Language Services, Inc., hereinafter called **Glyph** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:
Master Services Agreement, pp. 2 to 10,
Appendix A (Translation SLA), pp. 11 to 25,
Appendix B (Interpretation SLA), pp. 26 to 30,
Exhibit B (Compensation), p. 31,
Exhibit C (Certification of Non-Debarment or Suspension), p. 32,
Exhibit D (Compliance with Federal Funding Requirements).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is to provide language interpretation and translation services as more fully and definitively described in Appendix A and Appendix B hereto. The language of Appendix A and Appendix B controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term authorized herein (if applicable) shall not exceed \$65,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Glyph Language Services, Inc.
316 West Boone Avenue, Suite 375
Spokane, WA 99201-2326

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

Douglas Arbuthnot, Date
Director of HR and General Counsel



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into effective this 1st day of July, 2024 (MSA Effective Date), and by and between Glyph Language Services, Inc. ("Glyph"), and Whatcom County, WA ("Client").

Glyph and Client hereby agree as follows:

1. SERVICES

1.1 Service Level Agreement(s)

Glyph will provide services ("Services") to Client in accordance with the terms and conditions of this Agreement and one or more Service Level Agreement(s) (each an "SLA") that may be agreed to and executed by Glyph and Client, each of which will be made a part of this Agreement. The SLA shall, in addition, specify the anticipated schedule for completion of the Services (where a completion date is applicable), deliverables, pricing and the manner and terms for payment. Neither party shall have any obligations relating to such Services until the SLA is fully executed. In the event of a conflict between an SLA and the Agreement, the Agreement shall control.

1.2. Cooperation

Client and Glyph recognize and acknowledge that the quality and accuracy of the Services, and the efficiency and timeliness of their delivery, are significantly dependent on the cooperation of Client. Thus, Client shall fully cooperate with Glyph, including by: (a) providing Glyph in a timely manner all information and resources that may be reasonably required to perform the Services completely and accurately in all material respects; and (b) by making available to Glyph at least one point of contact (e.g., employee, consultant or director of Client), reasonably acceptable to Glyph, with substantial relevant knowledge and experience to act as a project coordinator in connection with the delivering of the Services. Glyph shall make available to Client at least one employee, reasonably acceptable to Client, who shall have substantial relevant knowledge and experience to act as the Account Manager. All estimated dates specified in an SLA shall be extended by delays caused by Client, including, but without limitation, Client's submission of Change Requests which impact Glyph's normal schedule.

1.3 Key Personnel

Client acknowledges and agrees that Glyph shall have the right, in its sole discretion, to remove or reassign Glyph's employees, agents, consultants or subcontractors who are assigned to perform the Services hereunder. Glyph agrees to notify Client in writing, at least five (5) business days before such removal or reassignment, if such notice is possible. In the event Client believes that any of Glyph's employees, agents, consultants, or subcontractors are failing to perform the Services in a satisfactory manner, Client shall notify Glyph as to the details of the failure. Upon receipt of such notice or as soon as reasonably practicable thereafter, the Parties shall mutually determine the best course of action to resolve the matter, which action may include replacing such personnel.

2 PAYMENT

2.1 Terms

In consideration for the Services, Client shall pay all properly invoiced amounts due to Glyph within sixty (60) days of the invoice date (the "Due Date"), except for any amounts disputed by Client in good faith. Client shall pay any amounts incurred by Service Provider in the collection of past-due amounts owed,

including, but not limited to, reasonable out-of-pocket attorneys' fees and costs. Each payment will be made in U.S. dollars to Glyph's Notice address stated below.

2.2 Taxes

Each party will be responsible for and pay all taxes, duties, or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for any payments made to it or received by it under this Agreement.

3. PROPRIETARY RIGHTS

3.1

Except as otherwise provided herein or in any applicable SLA, the parties agree that all documents, designs, inventions, products, pricing, costs, future plans, business information, process information, technical information, customer lists, computer programs, computer systems, data, computer documentation, ideas, processes, techniques, know-how, knowledge are the sole and exclusive property of Glyph or its third party licensees. Any materials authored or prepared by Glyph (and its employees, agents, consultants, or subcontractors) for Client as the Deliverables, and provided Client has paid all amounts due under any SLA signed under this Agreement, are the sole and exclusive property of Client. Except to the extent necessary to provide Services pursuant to an SLA, Client is the sole and exclusive owners of all right, title, and interest in and to Client Content, including all intellectual property rights therein. All other rights in and to the Client Content are expressly reserved by Client. Client Content means all materials, information, text, graphic, photography, audiovisual and other content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

4. CONFIDENTIALITY

4.1

A party disclosing Confidential Information shall herein be referred to as the "Disclosing Party," and a party receiving Confidential Information hereunder shall herein be referred to as the "Receiving Party."

4.2

"Confidential Information" shall mean, without limitation, (i) any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Disclosing Party or relating to a Disclosing Party's or any of its principals' or affiliates' business, projects, operations, finances, activities or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), and any proposed change thereto; (ii) any other information disclosed by a Disclosing Party and designated by a Disclosing Party as confidential; and (iii) the Deliverables (until paid for by Client as provided hereunder), Contractor's Information and Client Content. By way of illustration, but not limitation, Confidential Information includes, without limitation, information regarding (i) all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Disclosing Party or any affiliate thereof, software programs and documentation licensed by third parties to a Disclosing Party, and any other similar information or material; (ii) customer lists, telemarketing lists, vendor lists, employee personnel information and policies and procedures; (iii) a Disclosing Party's products and services; (iv) business or financial information directly or indirectly related to a Disclosing Party's companies and investments; and (v) other processes and procedures employed by a Disclosing Party.

4.3

Notwithstanding Section 4.2, Confidential Information shall not include information: (i) in the public domain (other than as a result of a breach of this Agreement); (ii) in a Disclosing Party's possession prior to its receipt from Receiving Party pursuant to this Agreement; (iii) independently developed by a Receiving Party or known through a party other than Disclosing Party, which party has no duty of confidentiality to Disclosing Party, as demonstrated by written record; or (iv) disclosed pursuant to applicable law or regulation or by operation of law, provided that the Receiving Party may disclose only such information as is legally required, and provided further that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure.

4.4 Obligations

Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the express prior written permission of Disclosing Party: (i) disclose any Confidential Information to third parties or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement or for the purpose expressly set forth in the applicable SLA. Without limiting the generality of the foregoing, Receiving Party shall be permitted to disclose Confidential Information only to its officers, employees and consultants who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth herein; provided that Receiving Party will be liable for breach by any such person or entity. Receiving Party shall not make any copies of the Confidential Information except as necessary for the performance of its obligations under this Agreement and for its officers, employees, consultants, attorneys, and accountants with a need to know. Any copies that are made shall be identified as belonging to Disclosing Party and marked "confidential," "proprietary" or with a similar legend. Receiving Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Receiving Party shall promptly advise Disclosing Party in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section 4, and shall cooperate in seeking injunctive relief against any such person.

4.5 Title

Except as otherwise provided herein, title or the right to possess Confidential Information as between the parties shall remain in Disclosing Party. Receiving Party shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Receiving Party.

4.6 Return of Confidential Information

Unless the Receiving Party has a license to use the Confidential Information pursuant to Section 3, upon any termination of this Agreement, or at any time upon Disclosing Party's request, Receiving Party shall promptly, at Disclosing Party's option, either return or destroy all (or, if Disclosing Party so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and Receiving Party shall certify in writing as to its compliance with the foregoing.

4.7 Confidentiality of Agreement

Client and Glyph will not disclose the terms and conditions of this Agreement to anyone other than their respective attorneys, accountants and other professional advisors, except as required by applicable law or regulation or by operation of law, provided that each party may disclose only such information as is legally required, and provided further that each party shall provide the other with reasonable notice of such requirement and a reasonable opportunity to object to such disclosure.

4.8 Injunctive Relief

The parties agree that, in the event of any breach of any provision hereof, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will, in no way, limit the non-breaching party's right to obtain other remedies available under applicable law.

4.9 Security

Glyph will establish, implement, and maintain commercially reasonable safeguards against the destruction, loss, alteration, and unauthorized access and use of Confidential Information in the possession or control of Glyph or its employees, representatives, contractors, subcontractors and agents that are no less rigorous than those maintained by Client and are no less rigorous than those maintained by Glyph for its own information of a similar nature.

5. WARRANTIES

5.1 Warranties of Glyph

Glyph represents and warrants that: (a) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (b) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; and (c) neither this Agreement nor Glyph's performance of its obligations hereunder will place Glyph in breach of any other contract or obligation and will not violate the rights of any third party; and (d) it is in compliance with, and shall perform the Services in compliance with, all applicable laws

5.2 Warranties of Client

Client represents and warrants that (a) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) neither this Agreement nor Client's performance of its obligations hereunder will place Client in breach of any other contract or obligation and will not violate the rights of any third party; (c) the Client Content is, to Client's knowledge, accurate, valid and true in all material respects as of the date it is provided to Glyph; and (d) Client will not use the Deliverables in any manner which is in violation of any law or regulation.

5.3

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, GLYPH EXPRESSLY DISCLAIMS AND CLIENT HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS." GLYPH IS PROVIDING SERVICES TO ASSIST CLIENT. CLIENT IS RESPONSIBLE FOR REVIEWING THE DELIVERABLES TO ENSURE THEIR ACCURACY AND COMPLETENESS AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE DELIVERABLES. WITH THE EXCEPTION OF GLYPH'S INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS AS SET FORTH IN SECTION 6, GLYPH'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS GLYPH'S REPERFORMANCE OF THE SERVICES.

6. INDEMNIFICATION

6.1

Parties hereby indemnify and agree to defend and hold harmless the other party from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting therefrom,

including court costs and reasonable attorneys' fees, arising out of or relating to the services performed by Glyph under this Agreement or the representations and warranties made by the parties pursuant to paragraph 5 hereof.

7. LIMITATION OF LIABILITY

7.1

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTIONS OF ANY NATURE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR RELIANCE, LOSS, DAMAGE OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE OR REVENUES, WHETHER OR NOT EITHER PARTY WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF SUCH PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SERVICES, DELIVERABLES AND PRODUCTS, OR ANY PART THEREOF, IN THE CASE OF GLYPH, OR THE CLIENT CONTENT, CLIENT'S PRODUCTS AND SERVICES, OR ANY PART THEREOF, IN THE CASE OF CLIENT.

7.2

EXCEPT FOR GROSS NEGLIGENCE, FRAUD OR ANY INTENTIONAL ACTS ON GLYPH'S PART, GLYPH'S TOTAL LIABILITY FOR ALL CLAIMS MADE UNDER THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED ONE MILLION U.S. DOLLARS (\$1,000,000.00). THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT RUN ONLY TO EACH OTHER AND NOT TO ANY OTHER PERSONS OR ENTITIES. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD-PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY. THE LIMITATIONS IN THIS SECTION 7.2 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS OF GLYPH OR CLIENT FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 6.

7.3

No action arising out of breach of this Agreement or transactions related to this Agreement may be brought by either party more than two (2) years after the cause of action accrued, regardless of the form of the action.

8. TERM AND TERMINATION

8.1 Term

The term of this Agreement (the "Term") shall commence upon the MSA Effective Date and shall continue in full effect until December 31, 2024. This Agreement may be extended upon mutual written agreement by the parties. This Agreement shall be terminable at will by either party prior to the termination date upon sixty (60) days written notice to the other, provided however, that the terms and conditions of this Agreement will continue to govern any outstanding SLA despite such termination. The specific term and termination rights for an SLA shall be set forth in each SLA.

8.2 Termination

The Agreement, and any or all outstanding SLAs may be terminated immediately by the Parties for "cause" upon an event of default. "Cause" is defined as (i) the failure of Client to pay any amounts when due for Services that are undisputed (provided any disputes are reasonable and in good faith) or the

failure to pay any amounts when due that Client owes to Glyph under any other agreements, contracts, or other arrangements or otherwise, (ii) Any material failure by the Parties to comply with or to perform any material nonpayment provision or condition of this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party or the failure by Client to comply with or to perform any material nonpayment provision under any other agreement or understanding between Client and Glyph; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

Termination for Public Convenience

The Client may terminate the Agreement in whole or in part whenever the Client determines, in its sole discretion, that such termination is in the interests of the Client. Whenever the Agreement is terminated in accordance with this paragraph, Glyph shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit or deleted or uncompleted work. Termination of this Agreement by the Client at any time during the term, whether for default or convenience, shall not constitute breach of contract by the Client.

8.3 Rights Upon Termination.

In the event that this Agreement or any SLA is terminated by either party pursuant to this Section 8, Client shall have no right to use or exploit in any manner, the Deliverables or Glyph's Information related to such SLA unless Client has paid the full fees related thereto. In the event of any termination of this Agreement, Glyph and Client shall promptly comply with Section 4.6 regarding return or destruction of Confidential Information.

9. INDEPENDENT CONTRACTOR

9.1

Glyph (including any and all Glyph employees, agents, consultants or subcontractors), in the performance of this Agreement, is acting as an independent contractor and not as an employee or agent of Client. Glyph shall have exclusive control of the manner and means of performing its obligations under this Agreement. Each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability, health insurance and other benefits. Nothing in this Agreement shall be construed as making either party the agent of the other party, as granting to the other party the right to enter into any contract on behalf of the other party, or as establishing a partnership, franchise or joint venture between the parties. Under no circumstances shall the employees of one party be deemed to be employees of the other party for any purpose.

10. MUTUAL NON-SOLICITATION

10.1 Non-Solicitation of Employees and Customers

During the period starting on the Effective Date and ending one (1) year after the termination or expiration of this Agreement (the "Non-Solicitation Period"), neither party will directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity, induce or attempt to induce any officer, director, or employee to leave the other party, or solicit or accept, or attempt to solicit or accept, the business of any customer, consultant, or patron of the other party.

10.2 Permitted Hirings and Business

Each party may (a) employ or accept the business of the other party's officers, directors, employees, customers, consultants, or patrons who contact the party on their own initiative without any direct or indirect solicitation or encouragement by the party; (b) employ any former officer, director, or employee of the other party whose employment with the other party has terminated; (c) do business with any former customer, consultant, or patron of the other party who no longer does business with the other party.

11. FORCE MAJEURE

11.1

Neither party shall be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

12. GOVERNING LAW

12.1

In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement. The parties agree that all litigation or other legal proceedings under this Agreement shall be brought in the state courts of the State of Washington or the United States District Courts located therein and the parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of such courts. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Washington, excluding its conflict of law rules.

13. NOTICES

All notices, consents and approvals, including notices of address changes, required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed given when delivered in person or sent by registered or certified mail or by reputable overnight commercial delivery to the address set forth below; provided, however, that notices to Glyph shall be sent to the attention of its General Counsel.

Glyph Language Services, Inc.
316 West Boone Avenue, Suite 375
Spokane, Washington 99201-2326
Attention: General Counsel

Whatcom County, WA
509 Girard Street
Bellingham, WA 98225
Attention: Sabrina Houck,
Financial Services Manager

14. SEVERABILITY

14.1

Any part, provision, representation, or warranty of this Agreement which is prohibited or which is held to be void or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

15. SURVIVAL

15.1

In the event of any termination of this Agreement, the parties agree that Sections 3, 4, 5, 6, 7, 9 and 10 shall survive such termination. In addition, certain terms in the SLA shall also survive the termination of the Agreement if so specified therein. In addition, the parties agree that certain other terms and conditions may, by their nature, survive any termination of this Agreement.

16. WAIVER

16.1

No waiver or forbearance by either party hereto of any rights hereunder in any particular instance shall act to preclude such party from exercising those rights in any other instance.

17. ASSIGNMENT

17.1

The parties shall not assign their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party where such consent shall not be unreasonably withheld.

18. HEADINGS

18.1

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

19. ENTIRE AGREEMENT

19.1

This Agreement, together with any SLA(s) attached hereto, constitutes the complete and exclusive understanding and agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

[Signature Page Follows]

SIGNATURE PAGE–MASTER SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the MSA Effective Date.

GLYPH LANGUAGE SERVICES, INC

WHATCOM COUNTY, WA

By _____

By _____

Name Viktoiya Reed

Name Satpal Singh Sidhu

Title CEO

Title County Executive

Date _____

Date _____

**WHATCOM COUNTY:
Recommended for Approval:**

Sabrina Houck, Financial Services Manager Date

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

Christopher Quinn, Chief Civil Deputy Prosecutor Date

The Checkmarked Appendices Follow

- ☒ **Appendix A - Translation SLA**
- ☒ **Appendix B - Interpretation SLA**
- ☐ **Appendix C - Exclusivity Discount Agreement**

APPENDIX A

GLYPH LANGUAGE SERVICES, INC SERVICE LEVEL AGREEMENT TRANSLATION SERVICES

This Service Level Agreement (SLA) describes the levels of service for translation and localization services that Glyph Language Services, Inc. ("Glyph") will provide to Whatcom County, WA ("the Client").

Basic information

Client	Whatcom County, WA
Start Date	Same as MSA Effective Date
Duration	Not limited. Please reference cancellation policy.
MSA Effective Date	July 1, 2024
Changes to SLA	Any changes to any of the terms of this SLA must be in writing and signed by both Glyph and Client either directly or via an Amendment.
Payment Terms	Glyph will bill Client on a per project basis in compliance with the MSA. Payment is due thirty (30) days after the date of receipt of Glyph's invoice.

Core Target Languages

Target languages (from English) and services requiring use of source language other than English are not covered by this SLA. Glyph may be able to supply services for language pairs beyond those listed below, but each engagement will be assessed based on the specific requests and will not be subject to the expectations of the SLA.

Target language (from English)	Target market
Chinese [Simplified]	PRC
Chinese [Traditional]	Taiwan
Dutch	Netherlands
French	France
Finnish	Finland
German	Germany

Italian	Italy
Japanese	Japan
Portuguese	Brazil
Portuguese	Portugal
Russian	Russia
Spanish	Spain
Spanish	Latin America
Swedish	Sweden
Turkish	Turkey

Optional

Target language (from English)	Target market
Arabic	Egypt, Saudi Arabia, UAE
Chinese [Traditional]	Hong Kong
Chinese [Simplified]	Singapore
Danish	Denmark
English	United Kingdom
French	Canada
Hebrew	Israel
Korean	Korea
Spanish	Mexico
Spanish	US
Thai	Thailand
Vietnamese	Vietnam

Project/Quote Intake

Standard Project/Quote Setup and File Handling

No additional fees will be billed to the client if the guidelines below are adhered to

Intake via the Client Portal (Glyph's online management system)	<p>Projects must be submitted via Glyph Portal with the following details:</p> <ul style="list-style-type: none"> • Project description • Intended use or target audience • List of non-translatable items • Glossaries or style guidelines not previously developed by or received by Glyph • Billing reference number: PO# or other reference information sufficient for processing payment • Source language + Target language(s) • Requested delivery schedule within Glyph's hours of operations (Monday through Friday, 9 AM to 5:00 PM PST) • Source files - loaded via portal 	\$0
File management/processing	<p>Editable and properly formatted source files must be submitted upon project launch or quote request. It is assumed that Client will provide Glyph all required files in acceptable formats.</p> <p>Files types accepted:</p> <ul style="list-style-type: none"> • .NET resource files (.RESX) • Adobe InDesign™ (.INDD, .IMDL) • Adobe PhotoShop™ (.PSD) • HTML (.HTML, .HMT, .SHT), including HTML5 • Java properties • JSON • Microsoft Excel™ 2003 (.XLS, .XML, .XLT) • Microsoft Excel™ 2007-2013 (.XLSX, .XLSM) • Microsoft PowerPoint™ 2003 (.PPT, .PPS, .POT) • Microsoft PowerPoint™ 2007-2013 (.PPTX, .PPSX, .POTX, .SLDX) • Microsoft Word™ 2003 (.DOC, .RTF, .BAK, .DOT) • Microsoft Word™ 2007-2013 (.DOCX) • Multilingual Excel/CSV formats (CSV, TSV, XLS, XLSX) • Plain text (.TXT) • PO Gettext files (.PO) • Rich Text Format™ (.RTF, two-column .RTF) • XML (.XML) • XLIFF (.XLF, .XLIF, .XLIFF) • YAML 	\$0

Billable Project/Quote Setup and File Handling

Work required to build quote is to be billed regardless of whether the quote is approved or not.

Non-portal intake	Any project request and file submission not made via Glyph Portal. Files received via email, Dropbox, Box, WeTransfer, or similar.	\$65 or Free to enterprise clients with MSA
Non-portal delivery	Any project delivery made outside of Glyph's Portal or Glyph FTP link. E.g. Delivery via Dropbox, WeTransfer, or similar.	\$65 or Free to enterprise clients with MSA
Non-standard file types	Any source file not on the standard file type list.	\$65/hour (minimum 1 hour, total time based on level of effort)
Non-editable files	Hourly rate will be charged for follow-up with client to access editable files and embedded assets. Non-editable or malformed files unsuitable for translation will be flagged during Glyph's intake process. If Client cannot provide editable or well-formatted versions of referenced files, Glyph will recreate the source file from scratch at the hourly rate (e.g., use a .PDF to generate an editable file in Word or InDesign).	\$65/hour (minimum 1 hour, total time based on level of effort)
Deliverable file transformations	If the Client requires delivery of a file format that is not identical to the format supplied by the Client, additional charges will apply.	\$65/hour (minimum 1 hour, total time based on level of effort)
New reference assets	If after delivery of initial reference assets and setup Client provides new reference assets, such as translation memory, glossary or other guidelines, that require Glyph to create or modify the project setup and/or training of linguists assigned to the Client's account, additional charges will apply.	\$65/hour (minimum 1 hour, total time based on level of effort)market
Certificate of Accuracy Services	Glyph will notarize a Certificate of Accuracy for the translation of any document, solely delivered and completed by GLS. Glyph will not certify a document that has translations or formatting that were completed by another agency or third party.	\$100/project
Poorly designed or non-conforming file types:	Examples include but not limited to text converted to paths, excess soft/hard returns, merged cells, markup or other non-translatable content which cannot be easily excluded.	\$65/hour (minimum 1 hour, total time based on level of effort)
Translation memory processing and maintenance	Application of translation memory and on-going maintenance	\$65/hour (minimum 1 hour, total time based on level of effort)

Machine Translation (MT) & Machine Translation Post-Editing (MTPE)

Please inquire about prices. It all depends on market and type of content. If you would like to know your options, we can run a pilot project to see if your content is a good fit.

Quote Approval

Quote delivery	Within one (1) business day for standard requests (up to 40 files and 10,000 words) Non-standard requests: Determined case-by-case, initial assessment will be made within one (1) business at which point Glyph will provide Client with an update regarding next steps.
Approval	Client must approve all quotes in the Glyph Portal or via the system generated approval email.
Project launch	Day zero of a project is considered to be the day it is approved if approval is received prior to start of business the following day. EXAMPLE: Client approved project on Tuesday at 4:00 PM Pacific and the turnaround is five days. Day zero will be Tuesday, day one will be Wednesday, and day five, the project delivery date, will occur on the subsequent Tuesday.

Turnaround Times

Projects will be delivered according to the following turnaround time calculations based on the total number of words in the English language source file(s). Turnaround will be calculated based on a specific batch of content received by Glyph as of a particular date.

Once a project has been quoted and a turnaround determined, additional content will be quoted separately. Each quote request, even if related to previous requests, will be subject to independent turnaround time calculations and to minimum fee thresholds.

The guidelines below apply only to standard translation projects received via the above standard intake process. They do not cover projects where the scope includes non-standard file management, in-context localization testing or any consulting services. Furthermore, the guidelines apply to projects with a maximum source language word count of 10,000, a maximum file count of 40, and up to eight (8) language combinations in total.

Volume	Turnaround Time	Rush Turnaround Time
up to 7,000 words	up to 5 full business days	up to 3 full business days
+2,000 words	+2 full business days	+1.5 business days
Above 10,000 words	To be determined on case-by-case basis.	To be determined on case-by-case basis.

Basic Rates (main languages)

Language	Country	Translate, Edit, Proofread (TEP)	Desktop Publishing (DTP)
		Per Word Price	Hourly
Albanian	Albania, Kosovo	\$0.14	\$45
Arabic	Algeria, Egypt, Jordan, Libya, Oman, Saudi Arabia, Sudan, UAE	\$0.17	\$45
Armenian	Armenia	\$0.17	\$45
Azeri	Azerbaijan	\$0.13	\$45
Bahasa Indonesian	Indonesia	\$0.14	\$45
Bahasa Malaysia	Malaysia	\$0.13	\$45
Bengali	Bangladesh	\$0.12	\$45
Belarusian	Belarus	\$0.13	\$45
Bosnian	Bosnia	\$0.14	\$45
Bulgarian	Bulgaria	\$0.16	\$45
Burmese	Myanmar	\$0.16	\$45
Croatian	Croatia	\$0.14	\$45
Czech	Czech Republic	\$0.15	\$45
Dari	Afghanistan, Tajikistan	\$0.20	\$45
Estonian	Estonia	\$0.19	\$45
French	Canada	\$0.20	\$45
	Algeria, Djibouti, Morocco, Tunisia	\$0.16	\$45
	France	\$0.16	\$45
	Switzerland	\$0.16	\$45
Georgian	Republic of Georgia	\$0.15	\$45
German	Germany	\$0.18	\$45
Greek	Greece	\$0.16	\$45
Hebrew	Israel	\$0.18	\$45
Hungarian	Hungary	\$0.15	\$45
Italian	Italy	\$0.15	\$45
Kazakh	Kazakhstan	\$0.13	\$45

Khmer	Cambodia	\$0.20	\$45
Korean	Republic of Korea	\$0.14	\$45
Latvian	Latvia	\$0.20	\$45
Lithuanian	Lithuania	\$0.18	\$45
Macedonian	Macedonia	\$0.18	\$45
Mandarin Chinese	China, Taiwan	\$0.14	\$45
Mongolian	Mongolia	\$0.20	\$45
Montenegrin	Montenegro	\$0.22	\$45
Nepali	Nepal	\$0.23	\$45
Polish	Poland	\$0.15	\$45
Portuguese	Brazil	\$0.15	\$45
	Portugal	\$0.18	\$45
Punjabi	India, Pakistan	\$0.21	\$45
Romanian	Romania, Moldova	\$0.14	\$45
Russian	Belarus, Kazakhstan, Russia	\$0.15	\$45
Serbian	Serbia	\$0.14	\$45
Slovak	Slovakia	\$0.14	\$45
Slovene	Slovenia	\$0.16	\$45
Spanish	Argentina, Chile, Colombia, Dominican Republic, Mexico, Panama, Peru	\$0.13	\$45
Spanish Castilian	Spain	\$0.16	\$45
Swedish	Sweden	\$0.22	\$45
Tajik	Tajikistan	\$0.14	\$45
Thai	Thailand	\$0.18	\$45
Turkish	Turkey	\$0.14	\$45
Turkmen	Turkmenistan	\$0.13	\$45
Ukrainian	Ukraine	\$0.13	\$45
Uzbek	Uzbekistan	\$0.19	\$45
Vietnamese	Vietnam	\$0.14	\$45

Additional language pricing is available upon request.

Rush fee for translation and DTP is 30% added to the standard rate.

Language	Country	Transcription + QA	Subtitle, Captions Translation + QA	Voice-over	
		Per Minute	Per Minute	Per Word	Minimum Fee
Albanian	Albania, Kosovo	TBD	TBD	TBD	TBD
Arabic	Algeria, Egypt, Jordan, Libya, Oman, Saudi Arabia, Sudan, UAE	\$3.00	\$4.00	\$0.313	\$500
Armenian	Armenia	TBD	TBD	TBD	TBD
Azeri	Azerbaijan	TBD	TBD	TBD	TBD
Bahasa Indonesian	Indonesia	\$4.50	\$5.00	0.313	\$500
Bahasa Malaysia	Malaysia	TBD	TBD	\$0.313	\$500
Bengali	Bangladesh	TBD	TBD	TBD	TBD
Belarusian	Belarus	TBD	TBD	TBD	TBD
Bosnian	Bosnia	\$4.00	TBD	\$0.313	\$500
Bulgarian	Bulgaria	TBD	TBD	\$0.313	\$500
Burmese	Myanmar	TBD	TBD	TBD	TBD
Croatian	Croatia	\$4.00	\$5.00	\$0.313	\$500
Czech	Czech Republic	\$8.00	\$9.00	\$0.313	\$500
Dari	Afghanistan, Tajikistan	TBD	TBD	TBD	TBD
Estonian	Estonia	\$5.00	TBD	\$0.313	\$500
French	France	\$5.00	\$6.38	\$0.219	\$400
Georgian	Republic of Georgia	TBD	TBD	TBD	TBD
German	Germany	\$6.00	\$8.00	\$0.219	\$400
Greek	Greece	\$5.00	\$7.00	\$0.313	\$500
Hebrew	Israel	\$5.00	\$6.00	\$0.313	\$500
Hungarian	Hungary	\$5.00	\$7.50	\$0.313	\$500
Italian	Italy	\$5.00	\$7.00	\$0.219	\$400
Japanese	Japan	\$7.50	\$9.00	\$0.250	\$500
Kazakh	Kazakhstan	TBD	TBD	TBD	TBD
Khmer	Cambodia	TBD	TBD	TBD	TBD

Korean	Republic of Korea	\$5.00	\$6.50	\$0.250	\$500
Latvian	Latvia	TBD	TBD	\$0.313	\$500
Lithuanian	Lithuania	\$5.00	\$6.00	\$0.313	\$500
Macedonian	Macedonia	TBD	TBD	TBD	TBD
Mandarin Chinese	China, Taiwan	\$3.75	\$4.75	\$0.250	\$500
Mongolian	Mongolia	TBD	TBD	TBD	TBD
Montenegrin	Montenegro	TBD	TBD	TBD	TBD
Nepali	Nepal	TBD	TBD	TBD	TBD
Polish	Poland	\$7.00	\$8.50	\$0.313	\$500
Portuguese	Brazil	\$3.50	\$4.00	\$0.219	\$400
	Portugal	\$5.00	\$7.00	\$0.250	\$500
Punjabi	India, Pakistan	TBD	TBD	TBD	TBD
Romanian	Romania, Moldova	\$4.50	\$6.00	\$0.313	\$500
Russian	Belarus, Kazakhstan, Russia	\$5.00	\$7.00	\$0.313	\$500
Serbian	Serbia	TBD	TBD	\$0.313	\$500
Slovak	Slovakia	\$4.00	\$5.00	\$0.313	\$500
Slovene	Slovenia	TBD	TBD	\$0.313	\$500
Spanish	Argentina, Chile, Colombia, Dominican Republic, Mexico, Panama, Peru	\$3.00	\$4.00	\$0.219	\$400
Spanish Castilian	Spain	\$5.00	TBD	\$0.219	\$400
Swedish	Sweden	\$6.50	\$9.00	\$0.313	\$500
Tajik	Tajikistan	TBD	TBD	TBD	TBD
Thai	Thailand	\$5.00	TBD	\$0.313	\$500
Turkish	Turkey	\$3.50	\$4.00	\$0.313	\$500
Turkmen	Turkmenistan	TBD	TBD	TBD	TBD
Ukrainian	Ukraine	\$4.00	TBD	\$0.313	\$500
Uzbek	Uzbekistan	TBD	TBD	TBD	TBD
Vietnamese	Vietnam	\$5.00	TBD	\$0.313	\$500

Additional language pricing is available upon request, or To Be Determined (TBD).

Translation Quality Expectations

Glyph considers quality our priority and responsibility. We recognize the DQF process and expect our products and services to fall within an acceptable margin of error when tested in this system. When tested, less than 1% of the content could have any recorded issues. Glyph works with highly qualified and experienced translators and copy editors who have been tested and approved by our process. However, there are many different ways to communicate the same message and translators have to use their own judgment to decide how best they approach each translation. They must take into account: the style of writing; the subject matter; cultural differences; humor, etc. Translations will vary in style from translator to translator and because we only use human translators, a certain level of variation and disagreement among translators' best judgments is to be expected.

Below is a brief introduction of the DQF Quality Assurance method:

DQF stands for Dynamic Quality Framework and is becoming the industry standard, surpassing the LISA method after 2015. DQF has become widely recognized because of its dynamic approach to language. DQF uses a content profiling method to help select the best process for quality assurance. Examples are;

- Usability Method: Allows the reviewer to do an in-context review of the translation.
- Error Typology: A random sample of content is selected and evaluated based on preselected guidelines.
- Readability: Rates the readability of the translated content. It can be measured in several ways, often using a Likert scale or a comprehension tests.

We have an independent DQF team that can run independent tests on the output for the client to provide feedback to the main team or we welcome an outside quality assurance testing via DQF or LISA quality models of feedback communication.

Linguistic Services Rates

Translation minimum fee (per language)	Applies to each target language independently.	Varies by language
Translation (new text)	A segment in the document which does not exist in the Translation Memory (TM) or has a match rate low enough that there is no value/efficiency gained by using it. Anything below an 84% match is considered new text.	Per word, see "Translation" column in above pricing table
Translation (fuzzy match)	Fuzzy matches are similar segments in a document and TM, but contain differences in the text, punctuation, numbers, spaces, etc. Anything between an 85% and 99% match is considered a fuzzy match.	60% of the Translation (new text) rate
Translation (100% match)	The exact same segment in the document appears in the TM. This means only that this segment has been translated before; it does not mean that it is correct, fits the context, or has the appropriate register.	30% of the Translation (new text) rate
Translation (101% match)	The source segment in the TM was saved with its preceding and following segment or with a unique ID. The same sequence of segments or ID appears in the new document for translation.	15% of the Translation (new text) rate
Translation (repetition)	Segments that repeatedly within one document or among documents in a project. The segments do NOT have a 100% match from the TM.	30% of the Translation (new text) rate
Editing only	Editor reviews a translation that has been produced by a different linguist and corrects misinterpretations,	Hourly linguist rate

	inconsistencies, omissions, grammar and spelling. Editor checks to ensure cultural appropriateness and improve styles and terminology. Editor checks to confirm that the document conforms to Client's description of target audience and purpose.	This rate assumes that Glyph will edit a bilingual pair of content by aligning Source + Target documents (see Editing setup below)
Source+target alignment (Editing setup)	Required amount of processing to create a merged document consisting of both source and target language versions of a given text.	\$65/hour (total time based on level of effort)
Quality assurance (In-context review)	Follow set protocols and Client specific instructions to check the quality of content in its translated and native format; identify any document bugs, including but not limited to errors in formatting, spelling, layout, translation and defects in culturalization. Glyph will provide edited translation files that include changes stemming from issues discovered. Client will be responsible for non-linguistic technical resolution. In-context review includes only one round of review. Any form of regression or additional review will result in additional charges.	Hourly linguist rate

Multimedia & Engineering Services Rates

Desktop publishing (DTP)	Utilize desktop publishing software and other tools to reproduce the design, layout, and typography of a source language document in a target language document, implementing design adaptations only to the degree necessary, while staying true to the look and feel of the source language document.	Hourly Desktop Publishing rate
Image localization	Utilize desktop publishing software and other tools to recreate non editable images/charts and produce a target language version.	Hourly Desktop Publishing rate
Engineering	Non-standard engineering for building complex custom solutions. To be assessed on a case-by-case basis and approved by Client.	\$65/hour (total time based on level of effort)

Project Management

Project management	A minimum level of effort is required to manage even small project requests. Involves identifying requirements, organizing a project plan, then securing and managing staff resources to successfully complete and deliver the project. The degree of difficulty and associated challenges with these tasks will vary from project to project as will the level of effort.	\$65 an hour quoted in advance, based on complexity of project.
--------------------	--	---

Consulting & Research

Consulting & research	Glyph staff and external contractors deliver customized consulting and research results based on client objectives and deliverable specifications. Because customized consulting engagements make hourly estimates difficult, Glyph may bill for consulting and research based on flat fees associated with specific Deliverables. Glyph may also bill hourly for project management time, senior staff time, contractor specialists and basic linguistic services.	Flat fee and/or hourly rates (hourly project management, hourly linguist rate) As applicable higher hourly rates for specialists may apply. Rate for specialized consulting (staff or freelancers) is \$100/hr
-----------------------	---	--

Minimum Fees

Translation minimum fee (per language)	Applies to each target language independently.	Varies by language
Project management	A minimum <u>initial</u> level of effort is required to manage even small project requests.	Waived when language minimum fee applied

Rush Fees

Rush translation fee (per language)	Applies to each target language independently. Premium charged for putting aside other work and prioritize referenced project.	30% of total agreed project value depending on the rushed schedule
Other linguistic or multimedia/engineering services	Applies to each target language and service independently.	30% of total agreed project value depending on the rushed schedule

Change Requests

A change request is any modification to files, assets (glossaries, translation memory files), basic style and linguistic instruction, timelines received after a project has been approved.

Minimum change request fee (per language)	Changes to project scope after launch will incur an additional per language fee.	Hourly linguistic rate (by language) 1 hour minimum per language.
Project management, File engineering fees	Changes to project scope after launch require Glyph's Project Management and Engineering teams to redo work that has already been performed. Clients will be charged for the level of effort required for this redundant work.	\$65 per hour (total hours calculated based on actual change request)
Extensive change requests	If the changes to project scope are extensive Glyph will bill for the time invested in the original project and create a new project estimate for approval by Client.	

Client Review Implementation

Additional charges apply for triaging and implementing feedback stemming from client review. Charges will apply for each round of feedback. A round of feedback will be defined as an email or other communication with a set of actionable considerations or change requests.

Assessment (per language)	Glyph will charge for assessing and categorizing client feedback. This is required when Client feedback is non-specific or requires additional research in order for Glyph to implement changes.	Hourly linguistic rate (minimum 1 hour, total time based on level of effort)
Editing (per language)	Applies to each target language independently and assumes minor linguistic adjustments to Deliverables that are compliance with the MSA Acceptance standards.	Hourly linguistic rate 1 hour minimum per language.
Technical Implementation (per language)	Applies to each target language independently and assumes minor adjustments to the multimedia and engineering aspects of the Deliverables.	Hourly rate based upon required services 1 hour minimum per language.
Project management	A minimum level of effort is required to manage this client review and implementation process.	\$65 an hour quoted in advance, based on complexity of project.

Other Services

For any services requested by Client not included in the pricing description, Glyph will provide a cost estimate using standard rates; Client must approve before the work commences.

Communications & Queries

Queries, including but not limited to contextual questions about English source text, source content ambiguities, company-specific acronyms, and terminological preferences, will be sent to Client requesters on a regular basis via email to help expedite the localization process and ensure proper understanding of the source content and file design. **Glyph requests that Clients respond to all queries within 48 hours.**

If, after 48 hours, Glyph has received no answer to its query, nor any indication by Client by what date an answer will be provided, nor, at a minimum, a response indicating that Client has no answer to the query, Glyph will extend the schedule and proceed with localization using its best professional judgment and change request fees will apply. In such circumstances, where Client non-communication compels Glyph to proceed independently, if the Client at some later time provides requested feedback that results in the need to edit deliverable content or file format, Glyph will not be held responsible for inaccurate translations and will charge a change request fee and present to the client a new schedule for re-authorization by Client.

[Translation SLA Signature Page Follows]

SIGNATURE PAGE–SERVICE LEVEL AGREEMENT TRANSLATION SERVICES

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the MSA Effective Date.

GLYPH LANGUAGE SERVICES, INC

WHATCOM COUNTY, WA

By _____

By _____

Name Viktoriya Reed

Name Satpal Singh Sidhu

Title CEO

Title County Executive

Date _____

Date _____

**WHATCOM COUNTY:
Recommended for Approval:**

Sabrina Houck, Financial Services Manager Date

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

Christopher Quinn, Chief Civil Deputy Prosecutor Date



APPENDIX B

GLYPH LANGUAGE SERVICES, INC. SERVICE LEVEL AGREEMENT INTERPRETATION SERVICES

This Service Level Agreement (SLA) describes the levels of service for interpretation services that Glyph Language Services, Inc. ("Glyph") will provide to Whatcom County, WA ("the Client").

Basic information

Client	Whatcom County, WA
Start Date	Same as MSA Effective Date
Duration	Not limited. Please reference cancellation policy.
MSA Effective Date	July 1, 2024
Changes to SLA	Any changes to any of the terms of this SLA must be in writing and signed by both Glyph and Client either directly or via an Amendment.
Payment Terms	Interpretation services are invoiced on a monthly basis in a single invoice that details the total number of minutes used per language per month. Payment is due sixty (60) days after the date of receipt of Glyph's invoice.

Interpretation Services

Glyph provides high quality on-demand over-the-phone and video interpretation services. On-site interpretation services are available for many languages and will be quoted and scheduled on an "as per" basis. Glyph's over-the-phone interpretation services are provided on-demand and fees are charged solely on a per-minute basis for each interpretation session. There are no minimum usage fees, no minimum per interpretation session fees, and no monthly subscription fees. Moreover, there are no fees for calls erroneously dialed and no fees for calls that are terminated within one minute of connection.

On-Demand Phone Interpretation	
Language	Price (per minute)
Spanish	\$0.70
All Other Languages	\$1.00
Video Interpretation	
Spanish	\$1.15
All Other Languages	\$1.60
American Sign Language (video only)	\$2.15

Language	Country	Over-the-Phone Interpretation	Video Interpretation	On-site Interpretation Consecutive/ Simultaneous	On-site Certified Court Interpretation
		Per Minute	Per Minute	Per Hour	Per Hour
Albanian	Albania, Kosovo	\$1.00	\$1.60	TBD	N/A
Arabic	Algeria, Egypt, Jordan, Libya, Oman, Saudi Arabia, Sudan, UAE	\$1.00	\$1.60	\$70 / \$190	
Armenian	Armenia	\$1.00	\$1.60	TBD	N/A
Azeri	Azerbaijan	\$1.00	\$1.60	TBD	N/A
Bahasa Indonesian	Indonesia	\$1.00	\$1.60	TBD	N/A
Bahasa Malaysia	Malaysia	\$1.00	\$1.60	TBD	N/A
Bengali	Bangladesh	\$1.00	\$1.60	TBD	N/A
Belarusian	Belarus	\$1.00	\$1.60	TBD	N/A
Bosnian	Bosnia	\$1.00	\$1.60	TBD	
Bulgarian	Bulgaria	\$1.00	\$1.60	\$80 / \$130	N/A
Burmese	Myanmar	\$1.00	\$1.60	\$150 / \$200	N/A
Croatian	Croatia	\$1.00	\$1.60	TBD	
Czech	Czech Republic	\$1.00	\$1.60	TBD	N/A
Dari	Afghanistan, Tajikistan	\$1.00	\$1.60	\$90 / \$180	N/A

Estonian	Estonia	\$1.00	\$1.60		N/A
French	Canada	\$1.00	\$1.60	\$80 / \$120	
	Algeria, Djibouti, Morocco, Tunisia	\$1.00	\$1.60	\$90 / \$130	
	France	\$1.00	\$1.60	\$90 / \$130	
	Switzerland	\$1.00	\$1.60	\$90 / \$130	
Georgian	Republic of Georgia	\$1.00	\$1.60	TBD	N/A
German	Germany	\$1.00	\$1.60	\$110 / \$130	N/A
Greek	Greece	\$1.00	\$1.60	\$110 / \$150	N/A
Hebrew	Israel	\$1.00	\$1.60	\$90 / \$180	N/A
Hungarian	Hungary	\$1.00	\$1.60	TBD	
Italian	Italy	\$1.00	\$1.60	\$80 / \$130	N/A
Kazakh	Kazakhstan	\$1.00	\$1.60	TBD	N/A
Khmer	Cambodia	\$1.00	\$1.60	TBD	
Korean	Republic of Korea	\$1.00	\$1.60	\$80 / \$130	
Laotian					
Latvian	Latvia	\$1.00	\$1.60	TBD	TBD
Lithuanian	Lithuania	\$1.00	\$1.60	TBD	TBD
Macedonian	Macedonia	\$1.00	\$1.60	TBD	N/A
Mandarin Chinese	China, Taiwan	\$1.00	\$1.60	\$80 / \$130	
Mongolian	Mongolia	\$1.00	\$1.60	\$80 / \$130	N/A
Montenegrin	Montenegro	\$1.00	\$1.60	TBD	N/A
Nepali	Nepal	\$1.00	\$1.60	TBD	N/A
Polish	Poland	\$1.00	\$1.60	TBD	N/A
Portuguese	Brazil	\$1.00	\$1.60	\$80 / \$120	
	Portugal	\$1.00	\$1.60	\$80 / \$120	
Punjabi	India, Pakistan	\$1.00	\$1.60	TBD	N/A
Romanian	Romania, Moldova	\$1.00	\$1.60	TBD	N/A
Russian	Belarus, Kazakhstan, Russia	\$1.00	\$1.60	\$70 / \$120	

Serbian	Serbia	\$1.00	\$1.60	TBD	
Slovak	Slovakia	\$1.00	\$1.60	TBD	N/A
Slovene	Slovenia	\$1.00	\$1.60	TBD	N/A
Spanish	Argentina, Chile, Colombia, Dominican Republic, Mexico, Panama, Peru	\$0.70	\$1.15	\$90 / \$120	
Spanish Castilian	Spain	\$0.70	\$1.15	\$70 / \$110	
Swedish	Sweden	\$1.00	\$1.60	\$150 / \$190	N/A
Tagalog					
Tajik	Tajikistan	\$1.00	\$1.60	TBD	N/A
Thai	Thailand	\$1.00	\$1.60	\$80 / \$130	N/A
Turkish	Turkey	\$1.00	\$1.60	\$80 / \$120	N/A
Turkmen	Turkmenistan	\$1.00	\$1.60	\$100 / \$130	N/A
Ukrainian	Ukraine	\$1.00	\$1.60	\$80 / \$130	N/A
Uzbek	Uzbekistan	\$1.00	\$1.60	TBD	N/A
Vietnamese	Vietnam	\$1.00	\$1.60	\$110 / \$140	

Onsite interpretation/ASL have 1 - 2 hour minimums, 15 - 30 minute increments after minimum hours, cancellation fee if canceled 24 - 48 hours prior, recording fees add 30% - 50% to rate, mileage per diem at government rate, and travel costs may apply.

HIPAA Compliance

Glyph's interpretation platform is fully Health Information Portability and Accountability Act ("HIPAA") compliant. Furthermore, every interpreter must adhere to stringent onboarding HIPAA training and other requirements before receiving a project and must also undergo ongoing monthly HIPAA compliance evaluations. Our healthcare interpreters and service providers understand and are committed to complying with HIPAA's strict data security and confidentiality objectives.

Selection criteria for onboarding interpreters include:

- Experience
 - Glyph interpreters have an average of eight years of interpreting experience.
 - We particularly value those interpreters who have gone above and beyond by earning advanced accreditations and certifications.
- Security.
 - Our selection process includes an in-depth national search that accesses data from local, state, and federal repositories comprising over 500 million criminal and sex offender registry records and US and international government watch lists.
 - All interpreters are subjected to state and federal exclusion searches.

- Full national and international background checks are run for each interpreter, utilizing social security number (for US); international checks are determined by country of residence, government ID number,
- Culture-fit
 - We only engage interpreters who have a sincere desire to use their language skills to help people and who are passionate about what they do.

[Interpretation Services SLA Signature Page Follows]



SIGNATURE PAGE–SERVICE LEVEL AGREEMENT INTERPRETATION SERVICES

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the MSA Effective Date.

GLYPH LANGUAGE SERVICES, INC

WHATCOM COUNTY, WA

By _____

By _____

Name Viktoriya Reed

Name Satpal Singh Sidhu

Title CEO

Title County Executive

Date _____

Date _____

**WHATCOM COUNTY:
Recommended for Approval:**

Sabrina Houck, Financial Services Manager Date

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

Christopher Quinn, Chief Civil Deputy Prosecutor Date

EXHIBIT "B"
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$65,000, is general funds, the Developmental Disabilities Administration Grant, the Healthy Children's Funds, Solid Waste Fund, and the COVID-19 Vaccine Services Grant, Immunizations Grant and Foundational Public Health Services funds passed through the Washington State Department of Health.

The Contractor shall bill the County according to the rates listed in Appendix A and Appendix B.

II. **General Requirements**

1. The Contractor shall submit invoices indicating the County-assigned contract number to: HL-BusinessOffice@co.whatcom.wa.us and SHouck@co.whatcom.wa.us
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
3. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
4. Payment by the County will be considered timely if it is made within 60 days of the receipt and acceptance of billing information from the Contractor.
5. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
6. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
7. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Contractor's Invoicing Contact Information:	
Name	
Phone	
Email	

EXHIBIT "C"

(CERTIFICATION OF NON-DEBARMENT OR SUSPENSION)

By my signature, I attest that Glyph Language Services, Inc. nor its principles, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in its transaction by any Federal department or Agency.

Glyph Language Services, Inc. also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	PRINTED NAME, TITLE Douglas Arbuthnot, Director of HR & General Counsel
ORGANIZATION Glyph Language Services, Inc.	DATE SIGNED

EXHIBIT “D”

(COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS)

Prohibited Telecommunications

Whatcom County may not enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that prohibited telecommunications equipment or systems will not be used in the delivery of services under this contract.