

**JOINT REQUEST FOR CONSENT TO ASSIGNMENT
OF AGREEMENT(S) FOR SERVICES OF INDEPENDENT CONTRACTOR**

This Joint Request for Consent to Assignment of Agreement for Services of Independent Contractor, (“Assignment Agreement”) is brought by Pacific Interpreters and LanguageLine Solutions for the consent of the County of Santa Barbara, authorizing assignment of the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (“County”) and **Pacific Interpreters** (Contractor, “Assignor”), to **LanguageLine Solutions** (Contractor, “Assignee”) for the continued provision said Agreement.

RECITALS

Whereas, on July 1, 2020, the County entered into an Agreement for Services of Independent Contractor for telephonic interpreter services (Original Agreement No. CN23946), attached hereto and incorporated by reference as Attachment A (“Service Agreement”);

Whereas, pursuant to the terms of the Service Agreement as set forth in Attachment A, the Assignor may assign the Agreement(s) only upon the written consent of the County;

Whereas, the County has completed its due diligence and determined that Assignee can and does meet the requirements of the Service Agreement that Assignor wishes to assign to Assignee; and

Whereas, Assignee represents that it is specially trained, skilled, experienced, and competent to perform the special services required by the County according to the terms, covenants, and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the foregoing recitals which are deemed true and correct and by this reference incorporated herein, the parties hereby agree as follows:

1. ASSIGNMENT:

Assignor Pacific Interpreters, with an address at 707 SW Washington, STE 200, Portland, Oregon, 97205, hereby conveys, assigns, and transfers to Assignee LanguageLine Solutions with an address at 1 Lower Ragsdale Drive, Building 2, Monterey, California, 93940, all of Assignor’s rights, title and interest in and to the Service Agreement, effective July 1, 2020 (“Effective Date”) between Assignor and the County of Santa Barbara for the provision of design services to the County of Santa Barbara Public Health Department;

Assignee LanguageLine Solutions hereby assumes all rights, burdens and obligations imposed by the Service Agreement, and agrees to furnish the services under the terms of the Service Agreement at the rates specified herein, and to perform all other obligations set forth in the Service Agreement, as of the Effective Date.

2. CONSENT OF THE COUNTY:

The County hereby consents to the assignment of Assignor's right, title and interest under the Service Agreement, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Service Agreement upon the Effective Date. As of the Effective Date, the County also undertakes to perform the Service Agreement and to be bound by its terms in every way as if Assignee were a party to the Service Agreement in lieu of Assignor.

3. RELEASE AND DISCHARGE:

As of the Effective Date, Assignor releases and discharges the County from any and all obligations and liabilities owed to Assignor under the Service Agreement. As of the Effective Date, the County hereby releases and discharges Assignor from any and all obligations and liabilities owed to the County under the Service Agreement, and accepts the obligations and liability of Assignee under the Service Agreement in lieu of the liability of the Assignor.

4. REPRESENTATIONS:

- A. Assignor Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Service Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Service Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into this Assignment Agreement.
- B. Assignee Representations. Assignee hereby represents and warrants that Assignee has full power and authority to enter into this Assignment Agreement.

5. NOTICES:

Any notice or consent required or permitted to be given under this Assignment Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Dana Gamble, Interim Deputy Director
Santa Barbara County Public Health Department
300 N. San Antonio Road, Building 1
Santa Barbara, CA 93110
805.681.5171

To CONTRACTOR:

ATTN: Contracts
LanguageLine Solutions
1 Lower Ragsdale Drive, Building 2
Monterey, CA 93940
310.795.3485

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

6. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

7. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Assignment Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Assignment Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Assignment Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Assignment Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Assignment Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

9. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Assignment Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

10. CALIFORNIA LAW AND JURISDICTION

This Assignment Agreement shall be governed by the laws of the State of California. Any litigation regarding this Assignment Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

11. EXECUTION OF COUNTERPARTS

This Assignment Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

12. AUTHORITY

All signatories and parties to this Assignment Agreement warrant and represent that they have the power and authority to enter into this Assignment Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Assignment Agreement, Assignor and Assignee hereby warrant that neither have breached the terms or conditions of any other contract or agreement to which either is obligated, which breach would have a material effect hereon.

13. SURVIVAL

All provisions of this Assignment Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

(Signatures on following pages)

Joint Consent for Assignment by Pacific Interpreters and LanguageLine Solutions, assigning the Agreement for Services of Independent Contractor between the County of Santa Barbara and Pacific Interpreters and LanguageLine Solutions.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective on July 1, 2020.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____

Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____

Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Health

By: _____

Van Do-Reynoso, MPH, PhD
Director of Public Health

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: _____

APPROVED AS TO FORM:

Rachel Van Mullen
County Counsel

By: _____

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____

Deputy

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PACIFIC INTERPRETERS - ASSIGNEE
NAME/TITLE

By: _____

Tax ID No.

LANGUAGELINE SOLUTIONS – ASSIGNOR
NAME/TITLE

By: _____

Tax ID No.