ORIGINAL

COUNTY OF MONTEREY STANDARD AGREEMENT (NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Olivia Wilson DBA: Monterey County Interpreting Services
(hereinafter "CONTRACTOR").
In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:
1.0 <u>GENERAL DESCRIPTION.</u>
1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide on site interpretation for Monterey County Public Defender's Office. The on site interpretation will include locations at the Monterey County Jail, Juvenile Hall and/or Public Defender's Office.
2.0 PAYMENT PROVISIONS.
2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A , subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$90,000.00
3.0 TERM OF AGREEMENT.
3.01 The term of this Agreement is from 1/1/2015 to 6/30/18, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.
4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.
 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: Exhibit A Scope of Services/Payment Provisions Exhibit B Fee Schedule

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 <u>TERMINATION.</u>

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

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CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall <u>not</u> receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 <u>Insurance Coverage Requirements:</u> Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

<u>Commercial General Liability Insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

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three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall <u>provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds</u> with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that <u>such insurance is primary</u> insurance to any insurance or self-insurance maintained by the County and that the insurance of <u>the Additional Insureds shall not be called upon to contribute</u> to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

- CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 <u>County Records.</u> When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:		
James S. Egar / Public Defender	Olivia Wilson / Director		
Name and Title	Name and Title		
111 West Alisal Street Salinas, CA. 93901	P.O. Box 6061 1611 Bunker Hill Way, Suite 150 Salinas, CA. 93912		
Address	Address		
831-755-5058	831-422-5288		
Phone	Phone		

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest.</u> CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 <u>Amendment.</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 <u>Waiver</u>. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 <u>Contractor.</u> The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 <u>Assignment and Subcontracting.</u> The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 <u>Successors and Assigns.</u> This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence.</u> Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 <u>Non-exclusive Agreement.</u> This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 <u>Authority.</u> Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 <u>Integration</u>. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 <u>Interpretation of Conflicting Provisions.</u> In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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16.0 SIGNATURE PAGE.

COUNTY OF MONTEREY

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

CONTRACTOR

By:	Monterey County Interpreting Services
Contracts/Purchasing Officer	Contractor's Business Name*
A A	Contractor's Dusiness Name
Date: 7/27/16	
D. M. O. S O. D.	
By: By:	glina Wilson
Department Head (it applicable)	(Signature of Chair, President, or Vice-President)*
Date: 3 7 15	vico-riestdenty.
	Olivin Willow Visita
Approved as to Form	Name and Title
	Tunio una Timo
By: Sebella M Leurage Dat	e: March 17 2015
County Counsel	
Date: March 10,2015	
By:	
·	(Signature of Secretary, Asst. Secretary, CFO,
0 1 20 20	Treasurer or Asst. Treasurer)*
Approved as to Fiscal Provisions?	
By: The William	
Auditor/Controller	Name and Title
Date:	
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RISK MANAGEMENT	
COUNTY OF MONTEREY	
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INSURANCE LANGUAGE	
By:	
By: Walle Risk Management	
Date: By: Alyana Settismatter	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

To Agreement by and between Monterey County Public Defender, hereinafter referred to as "County" AND

Monterey County Interpreting Services, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide qualified onsite interpretation for the Monterey County Public Defender staff at the following locations but not limited to: Public Defender Office, Monterey County Jail & Juvenile Hall.

CONTRACTOR shall provide interpretation services in a timely and efficient manner, at minimum, with 99% accuracy.

CONTRACTOR shall provide Spanish interpretation at the rate of \$40 per hour with a minimum of two hours per occurrence. This is a discounted rate for the Monterey County Public Defender Office.

CONTRACTOR shall provide non Spanish interpretation at the rate of \$160.00 per hour with a minimum of two hours per occurrence.

CONTRACTOR shall contact Department's Accounts Payable & Finance Divisions for approval of uncommon non Spanish language exceeding the rate of \$160.00 per hour.

CONTRACTOR shall provide interpretation service, Monday through Friday, 8:00 a.m. to 5:00 p.m.

CONTRACTOR shall document and indicate the length of each interview on the invoice and summary page.

CONTRACTOR shall communicate with Public Defender staff three (3) days prior to an appointment if unable to interpret the requested dialect.

CONTRACTOR shall return all phone calls and/or emails received from County within two (2) hours from receipt of communication, Monday through Friday, 8:00 a.m. through 5:00 p.m.

CONTRACTOR shall bill the two (2) hour minimum if cancelation of assignment is received with less than twenty-four (24) hour notice.

CONTRACTOR shall document all invoiced cancelations with a brief description of why the cancelation was made, the date and time it was cancelled and the name of the attorney.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$40.00 per hour with a minimum of two hours for Spanish interpretation and \$160.00 per hour with a minimum of two hours for non Spanish interpretation for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR shall provide onsite Spanish interpretation at the rate of \$40.00 per hour with a two hour minimum (discounted rate for department).

CONTRACTOR shall provide non Spanish interpretation at the rate of \$160.00 per hour with a two hour minimum.

CONTRACTOR shall contact Department's Accounts Payable & Finance Divisions for approval of uncommon non Spanish language exceeding the rate of \$160.00 per hour.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

FEE SCHEDULE

A 2-HOUR MINIMUM IS ALWAYS REQUIRED FOR THESE LANGUAGES
ARMENIAN\$ 160.00
AMHARIC \$ 160.00
ARABIC\$ 160.00
ASSYRIAM\$ 160.00
BURMESE\$ 160.00
CAMBODIAN
CANTONESE
CHINESE
EGYPTIAN\$ 160,00
FARSI
FRENCH
FUJI
GERMAN\$ 160.00
GREEK
GUJARATI\$ 160.00
HINDI\$ 160.00
HMONG \$ 160.00
ILOCANO\$ 160.00
INDONESIAN\$ 160.00
ITALIAN\$ 160.00
JAPANESE\$ 160.00
KOREAN\$ 160.00
MANDARIN\$ 160.00
PERSIAN\$ 160.00
POLISH\$ 160,00
PORTUGUESE\$ 160.00
PUNJABI\$ 160.00
ROMANIAN\$ 160.00
RUSSIAN\$ 160.00
SAMOAN\$ 160.00
SERBIAN\$ 160.00
SIGN LANGUAGE (ASL)
SINGHALESE
SOMALI
TAGALOG
TAMIL
TAIWANESE
THAILANDESE\$ 160,00
TONGAN
TRIQUI
TURKISH
VISAYAN
VIETNAMESE. \$ 160.00
VIIGOSLAVIAN (CROATIAN)
YUGOSLAVIAN (CROATIAN)
REVISED 01/01/2015

SPANISH

* Depositions, Board meetings, etc......\$ 100.00 x hour w/ 2 hour minimum *

**PLEASE NOTE THAT FOR THE SPANHISH LANGUAGE, THE OFFICE OF THE PUBLIC DEFENDER RECEIVES
A SPECIAL RATE OF \$40.00 PER HOUR WITH A TWO HOUR MINIMUM. **

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ≊S D

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HIRED.	AUTOS AUTOS		}					i i	i	PROPERTY DAMAGE (Por accident)	5	
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CERTIFICATE H	OLDER						CANCE	LLATION	* , projektora anna 3 111 long y , .	**************************************		,
COUNTY O	F MONTEREY						анои:	D ANY OF THE	ABOVE DES	CRIBED POLICIES BE CAN	ide i ben	
	ATTN: CONTRACTS & PURCHASING DE		DEI	DT.						DEFLINE	RED IN	
168 W ALISAL ST 3RD FL			1			L	ACCORDANGE WITH THE POLICY PROVISIONS.					
SALINAS, C		1	TAUT			AUTHORIZ	NTHORIZED REPRESENTATIVE					
	- .						/	note.	V			.

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ACORD 25 (2010) in a

SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 97-63-2167-7

Named Insured: WILSON, OLIVIA DBA MONTEREY COUNTY INTERPRETING PO BOX 6061 SALINAS CA 93912-6061



Additional Insured (include address):

THE COUNTY OF MONTEREY & ITS OFFICERS & AGENTS & EMPLOYEES ATTN CONTRACTS & PURCHASING ATTN DEPT 68 W ALISAL ST FL 3 SALINAS CA 93901

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

X Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other provisions of the policy apply.

STATE FARM GENERAL INSURANCE COMPANY 900 OLD RIVER RD., BAKERSFIELD CA 93311-9501 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Named Insured and Mailing Address

02-6460-FC05 R

WILSON, OLIVIA DBA MONTEREY COUNTY INTERPRETING PO BOX 6061 SALINAS CA 93912-6061

Loan # 01611102 Mortgagee

RABO BANK

ITS SUCCESSORS AND/ORASSIGNS

PO BOX 450

SALINAS CA 93902-0450

BUSINESS POLICY - SPECIAL FORM 3

Cov A - Inflation Coverage Index: N/A Cov B - Consumer Price Index: 234.8

AUTOMATIC RENEWAL - If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Policy Period:

12 Months

JUN 27 2014

The policy period begins and ends at 12:01 am standard time at the

Limits of Insurance

Exc Juded

premises location.

Effective Date: Expiration Date: JUN 27 2015

Named Insured: Individual

Coverages & Property

Section 1 A Buildings

Location of Covered Premises: 1611 BUNKER HILL WAY STE 160 SALINAS CA 93906-6006

Your policy is amended JUN 24 2014 ADDITIONAL INSURED ADDED **ENDORSEMENT FE-6609 ADDED**

Other items shown are effective with the policy's 2014 renewal

B Business Personal Property C Loss of Income - 12 Months	\$	62,400 Actual Loss
Section II L Business Liability M Medical Payments Products-Completed Operations (PCO) Aggregate General Aggregate (Other Than PCO)	\$ \$\$	1,000,000 5,000 2,000,000 2,000,000

Deductibles - Section I

500 Basic

In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

The state of the s	
Forms, Options, and Endorsements	
Special Form 3	FP-6143
*Section II Additional Insured	FE-6609
Policy Endorsement-Business	FE-6464
Policy Endorsement	FE-6506.2
Amendatory Endorsement	FE-6205
Tree Debris Removal	FE-6451
Form 438bfu NS Lndr Loss Pay	FE-1313

Discounts Applied: Renewal Year

Endorsement Premium

Years in Business Protective Devices

Sprinkler Claim Record

Increase .

Continued on Reverse Side of Page

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO NOUR POLICY

repared ⊥ 23 2014 FP-8030.2C

* New Form Attached

R9L7

06/1993 Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.

Countersigned B√

TONY VILLAFRANCA (831) 758-4664 /

Agent

. 24

MARCH 06, 2015

AUTO POLICY STATUS

WILSON, OLIVIA 1669 STONY BROOK DR SALINAS CA 93906-4846

H PHONE: (831) 442-5288 MUTL 097 2992-E29-05D

DRG: 36 GRG: 35 LRG:05

06 MERCEDES CL500

ZIP: 93906 CLASS: 0000CV1M

2DR

VIN: WDBPJ75JX6A047379

ACC FREE: NOV-29-05 BIRTH: FEB-11-48

STATUS: PAID AMT DUE:

DUE DATE:

TERM DATE: 0.00 OXD:NOV-29-05 COV DATE:MAY-29-13 PREV PREM:

TOT PREM:

598.39 569.71

/1MM / C5000

184.86 R1 80% /1000 16.08 II 50 /100

15.80 15.06

. F

D500 G1000 H

122.86 U1 236.41

2.81

4.51

AMT PAID: 598.39

AMT PAID: 598.39 DATE PAID: NOV-19-14 YLR 50, GRP 11/29/05, CDR SR, LD 6, CGDD, VSD 178,

ODM 34894 08-11, AM, MLD 22% HOMEOWNERS & PLUP,

ANN MLG 5000, VEH USE-PWS, TOTAL DISCOUNT: \$1710.13.

WILSON, OLIVIA

2006 MERCEDES

CL500 097 2992-E29-05D

EXCEP. & END: ADD'L INSURED - MONTEREY COUNTY CONTRACTS PURCHASING DEPT ATTN: MIKE DURR 168 W ALISAL ST 3RD FL SALINAS CA 93901.
DRVR DT OF LIC MC LIC DT RL NXT RL-DT ACC

OLIVIA 02/11/1964

ACC/CONV DATE INFO

A 12/03/91

COV. S & Z NAMES

S AMT

RP POL: 0972992-05C POLICY FORM: 9805B

POLICY # 097 2992-E29-05D

POLICY REFECTIVE DATES: 05/29/2014-05/29/2015

6028AU ADDITIONAL INSURED (Prior Notice of Termination)

This endorsement is a part of your policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as pour policy unless a different effective date is specified by us in writing.

It is agreed that LIABILITY — COVERAGE A of your policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an insured other than you. The Additional Insured:

- 1. has the same right of recovery under this policy as before;
- 2. is not liable for any premium or other expense under this policy;
- is not a member of the State Farm Munual Automobile Insurance Company of Bloomington, Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is ten unless another number is shown on the declarations page.

Fage 1 of 1

6028AU



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-30-2014

GROUP:
POLICY NUMBER: 0784989-2014
CERTIFICATE ID: 12
CERTIFICATE EXPIRES: 04-08-2015
04-05-2014/04-08-2015

MONTEREY COUNTY CONTRACTS PURCHASING DEPARTMENT 168 W ALISAL ST FL 3 SALINAS CA 93901-2487

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This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California insurance Commissioner to the employer named below for the policy period indicated,

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEQ

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING
CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'
COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-06-30 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: MONTEREY COUNTY

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-08-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

WILSON, OLIVIA DBA: MONTEREY COUNTY INTERPRETING SERVICES PO BOX 6061 SALINAS CA 93912

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