

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:
Financial, Administrative, Secretarial & Translation Services (FAST Services),
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

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 language interpretation services by certified or qualified professional interpreters as needed by the Monterey County Probation Department

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 \$ 12,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from April 15, 2017 to April 15, 2019, 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

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 TERMINATION.

- 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

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 not 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 Insurance Coverage Requirements: 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:

Commercial General Liability Insurance, 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

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 **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** 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 County Records. 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:
Marcia Parsons, Chief Probation Officer	Marta N. Granados, Owner
Name and Title	Name and Title
Monterey County, Probation Department 20 E. Allsal Street Salinas, CA 93901	Financial, Administrative, Secretarial and Translation Services (FAST Services) 115 Capitol Street, Salinas, CA 93901
Address	Address
(831) 755-3913	(831) 424-9811
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. 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 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. 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 Contractor. 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 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. 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 Successors and Assigns. 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 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. 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 Non-exclusive Agreement. 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 Counterparts. 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 Authority. 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 Integration. 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 Interpretation of Conflicting Provisions. 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.


-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

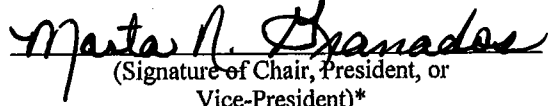
By: 
Contract/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Financial, Administrative, Secretarial & Translation Services (FAST Services)

Contractor's Business Name*

Date: 4.20.17

By: _____
Department Head (if applicable)

By: 
(Signature of Chair, President, or Vice-President)*

Date: _____

Marta N. Granados, Owner

Name and Title

Approved as to Form¹


By: 
County Counsel

Date: April 5, 2017

Date: 4-14-17

By: ---
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Name and Title

Date: 4/17/17

Date: ---

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*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
County of Monterey, hereinafter referred to as "County"**

AND

**Financial, Administrative, Secretarial & Translation Services (FAST 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 language interpreting services by certified or qualified professional interpreters in person as needed by the Probation Department. Services may also include telephone interpreting, video remote interpreting, and document translation.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$12,000 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:

LANGUAGE	HOURLY RATE		LANGUAGE	HOURLY RATE
Arabic	\$130.00		Portuguese	\$130.00
Cambodian	\$175.00		Punjabi	\$130.00
Chinese Cantonese	\$130.00		Spanish	\$90.00
Chinese Mandarin	\$130.00		American Sign Language (ASL)	\$130.00
Japanese	\$175.00		Tagalog	\$130.00
Korean	\$130.00		Thai	\$175.00
Mixteco Bajo or Alto	\$130.00		Triqui	\$130.00

Document translation fees are \$0.19 per word with a minimum fee of \$50.00

NOTE: Two hour minimum per assignment required. Quotes will be provided for languages not listed. An additional quote will be provided to the County prior to

providing interpreter services from staff from outside the city of Salinas to include travel expenses as described below. CONTRACTOR will only use the services of these interpreters when necessary.

COUNTY shall provide a twenty-four (24) hour cancellation notice for Spanish interpreters and a forty-eight (48) hour cancellation notice for all other languages.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement only for those interpreters traveling from outside the city of Salinas. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, or service provided.

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2017

PRODUCER
Troy Anderson
607 S Main St
Salinas, CA 93901

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

INSURED
F A S T Services
115 CAPITOL ST
SALINAS CA 93901-2013

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm General Insurance Company 25151	25151
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR: INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	97-Q2-1957-2	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS-COMP/OP AGG \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	048 2081-A17-05	01/17/2017	07/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	97-CB-Q861-0	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000.00 EL DISEASE - EA EMPLOYEE \$ 1,000,000.00 EL DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Project on file with the insured. County of Monterey, its officers, employees, 20 E. Alisal Street Salinas, CA 93901 are (include as Additional Insured(s) on the General Liability policy per the attached form CGD247 10-02. The General Liability coverage applies on a Primary and Non-Contributory basis per the attached form CGD037 04-05. *10 days notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

County of Monterey Monterey County General Service
Attn: Contract/Purchasing Division
855 E. Laurel Dr. Building C
Salinas, CA 93905

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Troy Anderson

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 97-Q2-1957-2

Named Insured:

GRANADOS, MARTA N
DBA F A S T SERVICES
115 CAPITOL ST
SALINAS CA
93901-2013

Name And Address Of Additional Insured Person Or Organization:

COUNTY OF MONTEREY, ITS
AGENTS, OFFICERS AND
EMPLOYEES
20 E. ALISAL STREET
SALINAS , CA 93901

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

b. Products — Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

(1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

(2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.



State Farm Mutual Automobile Insurance Company

PO Box 853922
Richardson, TX 75085-3922

R 23441-3-P MATCH 00249 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00249 05-2135-3 P A

000249 0058
GRANADOS, MARTA N
438 TUDOR WAY
SALINAS CA 93906-7246

POLICY NUMBER 407 9367-B10-05B
POLICY PERIOD MAR 16 2017 to AUG 10 2017
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
0376414602

AGENT
TROY ANDERSON
36 E ROMIE LN
SALINAS, CA 93901-3124

PHONE: (831)424-1562

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY-STYLE	VEHICLE ID NUMBER	CLASS
2015	INFINITI	Q50	4DR	JN1BV7AP9FM358524	0030C41M

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$245.85
C	Medical Payments Coverage Limit - Each Person \$5,000	\$15.01
D	Comprehensive Coverage - \$100 Deductible	\$171.62
G	Collision Coverage - \$500 Deductible	\$343.98
H	Emergency Road Service Coverage	\$2.98
R1	Car Rental and Travel Expenses Coverage Limit - Car Rental Expense Each Day, Each Loss 80% \$1,000	\$12.64
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$25.33
U1	Uninsured Motor Vehicle Property Damage Coverage	\$1.81
Total premium for MAR 16 2017 to AUG 10 2017		\$770.22 (This is not a bill)

IMPORTANT MESSAGES:

Replaced policy number 4079367-05A.

Your total renewal premium for FEB 10 2017 to AUG 10 2017 is \$962.78.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.
6028BU ADDITIONAL INSURED-COUNTY OF MONTEREY & ITS OFFICERS AND EMPLOYEES, 20 E ALISAL ST SALINAS CA 93901-3416
6196AA WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE.
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.
6128AC AMENDATORY ENDORSEMENT.
6196AA - WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE FOR COUNTY OF MONTEREY & ITS OFFICERS AND EMPLOYEES.

Agent: TROY ANDERSON
Telephone: (831)424-1562

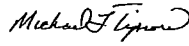
This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

- 1. Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability.** This policy is non-assessable.
- 3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President

Important . . .

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Complaints should be filed only after you and State Farm® or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

Please forward such complaints to:

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

Or file a complaint through the Department of Insurance's
Internet Web site (www.insurance.ca.gov)

Or call toll free
1-800-927-HELP (4357)

NOTICE

We are required to furnish you with the following information:

1. An automobile liability insurance company may cancel a policy before the end of the current policy period for reasons described in the provision titled **Cancellation** which is located in the **General Terms** section of your policy (refer to the Contents in the beginning of your policy for the page number).
2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
 - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
 - b. A change in, or an addition of, an insured vehicle.
 - c. A change in, or addition of, an insured under the policy.
 - d. A change in the location of garaging of an insured vehicle.
 - e. A change in the use of the insured vehicle.
 - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
 - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.

6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE

a. Exclusions

Exclusion 15, is replaced by the following:

THERE IS NO COVERAGE FOR AN INSURED FOR THE OWNERSHIP, MAINTENANCE, OR USE OF YOUR CAR OR A NEWLY ACQUIRED CAR WHILE USED IN PERSONAL VEHICLE SHARING. This exclusion does not apply to you and resident relatives when, and only if, the full amount of all available limits of all other liability bonds, policies, and self-insurance plans that apply have been set up by payment of judgments or settlements, or have been offered in writing.

2. MEDICAL PAYMENTS COVERAGE

a. Exclusions

(1) Exclusion 3, is replaced by the following:

THERE IS NO COVERAGE FOR AN INSURED WHO IS OCCUPYING A VEHICLE WHILE IT IS RENTED OR LEASED TO OTHERS BY AN INSURED. This exclusion does not apply to you and resident relatives while occupying your car or a newly acquired car while used in personal vehicle sharing when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

(2) Exclusion 15, is replaced by the following:

THERE IS NO COVERAGE FOR AN INSURED WHO IS OCCUPYING YOUR CAR OR A NEWLY ACQUIRED CAR WHILE USED IN PERSONAL VEHICLE SHARING. This exclusion does not apply to you and resident relatives when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

b. If Other Liability Coverage Applies

The first paragraph of item 2, is changed to read:

The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of your car or a trailer attached to it, except while your car or a trailer attached to it is used in personal vehicle sharing. The Liability Coverage provided by this policy applies as excess coverage for the ownership, maintenance, or use of your car or a trailer attached to it while your car or a trailer attached to it is used in personal vehicle sharing.

b. If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

The first paragraph of item 3, is changed to read:

The Medical Payments Coverage provided by this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car or a trailer attached to it, except while your car or a trailer attached to it is used in personal vehicle sharing. The Medical Payments Coverage provided by this policy applies as excess coverage for you and resident relatives who sustain bodily injury while occupying your car or a trailer attached to it while your car or a trailer attached to it is used in personal vehicle sharing.

3. UNINSURED MOTOR VEHICLE COVERAGE

a. Exclusions

Exclusion 6, is replaced by the following:

THERE IS NO COVERAGE FOR AN INSURED WHO IS OCCUPYING YOUR CAR OR A NEWLY ACQUIRED CAR WHILE USED IN PERSONAL VEHICLE SHARING. This exclusion does not apply to you and resident relatives when, and only if, the full amount of all available limits of all other sources of uninsured motor vehicle coverage that apply have been paid.

b. If Other Uninsured Motor Vehicle Coverage Applies

The first paragraph of item 2, is changed to read:

The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car, except while your car is used in personal vehicle sharing. The Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage for you and resident relatives who sustain bodily injury while occupying your car while your car is used in personal vehicle sharing.

4. PHYSICAL DAMAGE COVERAGES

a. Exclusions

(1) Exclusion 2, is replaced by the following:

THERE IS NO COVERAGE FOR ANY COVERED VEHICLE WHILE IT IS RENTED OR LEASED TO OTHERS BY AN INSURED. This exclusion does not apply to your car or a newly acquired car while used in personal vehicle sharing when, and only if, the full amount of all available limits of all other sources of physical damage coverage or similar coverage that apply have been paid.

(2) Exclusion 20, is replaced by the following:

THERE IS NO COVERAGE FOR YOUR CAR OR A NEWLY ACQUIRED CAR WHILE USED IN PERSONAL VEHICLE SHARING. This exclusion does not apply when, and only if, the full amount of all available limits of all other sources of physical damage

coverage or similar coverage that apply have been paid.

b. **If Other Physical Damage Coverage or Similar Coverage Applies**
The first paragraph of item 3. is changed to read:
The physical damage coverages provided by this policy apply as

primary coverage for a loss to your car, except while your car is used in *personal vehicle sharing*. The physical damage coverages provided by this policy apply as excess coverage for a loss to your car while it is used in *personal vehicle sharing*.

Reed, Wendi L. x3985

From: Troy Anderson <troy.anderson.gujs@statefarm.com>
Sent: Monday, April 03, 2017 3:43 PM
To: Reed, Wendi L. x3985
Cc: carmen@fast-services.net
Subject: FW: Here is your Policy With Amendment information from State Farm
Attachments: documentView.pdf

Wendi,

Here is what you need

Thank you for working with us to provide you with the necessary and perfect explanations

6028BU ADDITIONAL INSURED (Prior Notice of Termination)

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. A *person* or organization shown on the Declarations Page as an Additional Insured is provided Liability Coverage, but only to the extent that *person* or organization qualifies as an *insured* as defined in Liability Coverage.
2. An Additional Insured has the same right of recovery under Liability Coverage as if they had not been shown on the Declarations Page as an Additional Insured.
3. If Liability Coverage is changed or terminated as to the interest of the Additional Insured, unless another number of days notice is shown on the Declarations Page, *we* will provide the Additional Insured:
 - a. 10 days notice of such change or termination if the policy is nonrenewed or the cancellation is for nonpayment of premium; and
 - b. 20 days notice of such change or termination if the cancellation is for any reason other than non-payment of premium

6196AA WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

It is agreed that *we* have no right of subrogation under Liability Coverage against the *person* or organization whose name is shown immediately following the title of this endorsement on the Declarations Page to the extent that *you* have waived *your* legal right to recover from that *person* or organization pursuant to a written contract *you* had duly executed with that *person* or organization prior to the accident or loss.

6128AC AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

Newly Acquired Car is changed to read:

Newly Acquired Car means a *car* newly owned by *you* or a *resident relative*.

A *car* ceases to be a *newly acquired car* on the earlier of:

1. the effective date and time of a policy,

including any binder, issued by *us* or any other company that describes the *car* as an insured vehicle;

or

2. the end of the 14th calendar day immediately following the date the *car* is delivered to *you* or a *resident relative*.

If a *newly acquired car* is not otherwise afforded comprehensive coverage or collision coverage by this or any other policy, then this policy will provide Comprehensive Coverage or Collision Coverage for that *newly acquired car*, subject to a deductible of \$500.

2. LIABILITY COVERAGE

a. Additional Definitions

Item 4. of *Insured* is changed to read:

Insured means any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined in 1., 2., or 3. above, but only for such vicarious liability.

This provision applies only if the vehicle is:

a. neither *owned by*, nor hired by, that other *person* or organization; and

b. neither available for, nor being used for, carrying *persons* for a charge.

b. Exclusions

(1) Exclusion 6. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS:

a. MADE AVAILABLE; OR

b. BEING USED

TO CARRY *PERSONS* FOR A CHARGE. This exclusion does

not apply to the use of a *private passenger car* on a share-the expense basis;

(2) The exception to exclusion 10. is changed to read:

This exclusion does not apply to damage to a:

a. motor vehicle *owned by* the employer of *you* or the employer of any *resident relative*

if such damage is

caused by an *insured* while operating another motor

- vehicle;
- b. residence while rented to or leased to an *insured*; or
- c. private garage while rented to or leased to an *insured*;

6126MD Excess Coverage is attached to the declaration pages above – see pages 3 & 4

- Are you driving for *UBER* or *LYFT*? Get the inexpensive endorsement so you are insured!
- Do you have **Mortgage Life Insurance** to Protect your HOME or Life Insurance to protect your family's Life?
- Ask me: How much it will cost to add/increase Rental Car and/or Medical coverage, Liability Increased Protection
- Save big by combining your home, condo or renters insurance with your auto insurance policy.
- IMPORTANT: Are all drivers in your household insured/covered to drive your cars?

REFER YOUR FRIENDS AND FAMILY & GET A REWARD !

Thanks

Troy

Troy Anderson

Lic# 0C23062

36 E Romie Lane Salinas, CA 93901

☎ (831)424-1562 | 📠 (831)424-6941 | ✉ insurance@troyanderson.com

Website for quotes: www.troyanderson.com

Like a Good Neighbor, State Farm is there



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