

**COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
MEDIALOCATE, INC**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and MediaLocate, Inc., hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10745) for County-Wide Service Agreements to Provide Language Translation and/or Interpretation Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR’s proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10745 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10745. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP #10745 dated April 1, 2021, including all attachments, Exhibits, and Addenda 1
CONTRACTOR’s Proposal dated April 20, 2021.

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10745, Addenda 1, CONTRACTOR’s Proposal, including all attachments and exhibits.

- 1.4 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.
- 1.5 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.
- 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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.

2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

SCOPE OF WORK:

- 2.2 CONTRACTOR shall provide confidential Translation/Interpretation and/or Sign Language services, under a wide variety of circumstances, in both consecutive and simultaneous techniques, such as, but not limited to:
- 2.2.1 Consecutive Interpreting: *Consecutive interpretation is the rendering of speech from one language into another, using a turn-taking approach.*
- 2.2.2 Simultaneous Interpreting: *Simultaneous interpretation is the rendering of speech from one language into another at the same time it is being spoken.*
- 2.3 CONTRACTOR agrees to provide reliable translation or interpretation and/or sign language services that capture the precise translated information and/or data as requested by the County. CONTRACTOR agrees that the slightest inaccuracy cannot occur during any translation services.

2.3.1 CONTRACTOR agrees to provide the following services in accordance to the agreed upon pricing:

2.3.1.1 Interpretation Services and Pricing:

Interpretation	Unit	English to Spanish	Spanish to English	English to Vietnamese	Vietnamese to English	English to Tagalog	Tagalog to English	Standard Turn Around Time/ Or Advance Notice Req'd	Service Dates
Phone	Minute	\$1.40 5 minute minimum	\$1.40 5 minute minimum	\$2.20 30 minute minimum	\$2.20 30 minute minimum	\$2.20 30 minute minimum	\$2.20 30 minute minimum	24 hour notice	Mon - Fri 8:30 am - 5 pm
In person	Hourly	\$75 2 Hour Minimum	\$75 2 Hour Minimum	\$110 2 Hour Minimum	\$110 2 Hour Minimum	\$110 2 Hour Minimum	\$110 2 Hour Minimum	48 notice requested	Mon - Fri 8:30 am - 5 pm
Simultaneous	Hourly	\$140 2 Hour Minimum	\$140 2 Hour Minimum	\$180 2 Hour Minimum	\$180 2 Hour Minimum	\$180 2 Hour Minimum	\$180 2 Hour Minimum	48 notice requested	Mon - Fri 8:30 am - 5 pm
Sign Language	Hourly	\$160 2 Hour Minimum	\$160 2 Hour Minimum	\$160 2 Hour Minimum	\$160 2 Hour Minimum	\$160 2 Hour Minimum	\$160 2 Hour Minimum	48 notice requested	Mon - Fri 8:30 am - 5 pm

2.3.1.2 Translation Services and Pricing:

Translation	Unit	English to Spanish	Spanish to English	English to Vietnamese	Vietnamese to English	English to Tagalog	Tagalog to English	Standard Turn Around Time	Service Dates
By word	1	\$ 0.16	\$ 0.16	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	TBD	Mon - Fri 8:30 am - 5 pm
By document	minimum	\$ 120.00	\$ 120.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	TBD	Mon - Fri 8:30 am - 5 pm
By hour	1	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	TBD	Mon - Fri 8:30 am - 5 pm

2.3.1.3 Additional Fees:

2.3.1.3.1 **Rush Fees:** Rush fees shall be based on requested turnaround time. All rush fees or surcharges shall be agreed upon in writing by both parties before actual work begins.

2.3.1.3.2 **Travel Fees:** All approved travel fees must comply with the Federal GSA Travel rates.

2.3.1.3.3 **Project Management Fee (PM):** Both parties agree that if the County requires CONTRACTOR to provide Project Management (PM) services at any time COUNTY agrees to pay CONTRACTOR a ten-percent (10%) fee of the total cost of the assigned project.

2.3.1.3.4 **Free Estimates:** CONTRACTOR shall provide the County with free estimates for each project. County shall provide the CONTRACTOR with written acceptance of each proposed estimated if accepted.

2.3.1.4 Additional Services Available:

2.3.1.4.1 **Braille:** CONTRACTOR has the ability of providing the County with the services of translating requests into a Braille format if required. If requested the CONTRACTOR shall provide the County with a written price proposal per project request.

- 2.4 CONTRACTOR shall provide translation/interpretation services in a timely and efficient manner and at a minimum of 99% accuracy. CONTRACTOR agrees that all services shall be performed with care, confidentially, and occasionally within strict timelines.
- 2.5 CONTRACTOR agrees to provide both oral and/or written interpretation via telephone or in-person, subject to County needs.
- 2.6 CONTRACTOR agrees to provide the County with sign language services upon written request. If requested the CONTRACTOR shall provide the County with a written price proposal for the requested services.
- 2.7 CONTRACTOR agrees to provide translation services twenty-four (24) hours/day, seven (7) days/week as requested by the County.
- 2.8 CONTRACTOR shall respond in writing within five (5) working days of receiving a written request for translation services, to either accept or reject the request for service.
- 2.9 CONTRACTOR agrees that the County shall determine the method by which material(s) will be transferred between the County and CONTRACTOR, including, but not limited to email, courier service, secure FTP site, and/or United States Postal Service.
- 2.10 CONTRACTOR agrees to return all phone calls and/or email requests received from County within two (2) hours from receipt of communication, Monday through Friday, 8:00 am through 5:00 pm, PST.
- 2.11 CONTRACTOR shall return all phone calls and/or emails received from County within twenty-four (24) hours of receipt of communication during weekends, holidays, and outside normal business hours.
- 2.12 CONTRACTOR agrees that its assigned translators are fluent in Spanish and English, familiar with the specific dialects used throughout Monterey County communities and have a minimum of two (2) years professional experience in translating government materials.
- 2.13 County shall provide CONTRACTOR with a written notification of the required due date for all translation assignments.
- 2.14 CONTRACTOR agrees to utilize a CONTRACTOR provided editor to proofread all translated material before being transmitted to the County.

2.15 **OTHER REQUIREMENTS:**

Both parties agree to the following additional requirements as identified below:

2.15.1 Delivery

Documents shall be delivered to each party via either a secure electronic mail (Email), courier, secure FTP site, or US Mail.

2.15.2 Format

Documents shall be delivered to each party in one of the following formats: Microsoft word, hard copy, flash drive, or CD/RW format via US Mail or email.

2.15.3 Cancellation or Withdrawal

If County should cancel or withdraw any assignment prior to the completion of services, County agrees to compensate the CONTRACTOR for the percentage of services provided.

2.15.4 Review of Translation/Interpretation and/or Sign Language:

2.15.4.1 CONTRACTOR shall translate/interpret documents as assigned by County. Said documents shall be proofread and forwarded to County by the agreed upon deadline as specified by County.

2.15.4.2 County shall review translation/interpretation and/or sign language documents promptly upon receipt of documents and provide CONTRACTOR with a written response as to approval or denial of submitted documents.

2.15.4.3 County shall notify CONTRACTOR in writing within thirty (30) days of any revisions or changes needed.

2.15.4.4 CONTRACTOR shall correct, at no additional cost to the County, any errors made by CONTRACTOR within two (2) days of written notification by County.

2.15.4.5 County shall retain ownership of all materials and any copyright will remain with County.

2.15.4.6 County shall deem documents completed when County is satisfied with the final transcription and formatting of the submitted documents by the CONTRACTOR.

3.0 PRICING AND BILLING

- 3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 2.3.1**, subject to the limitations set forth in this Agreement.
- 3.1 Prices shall remain firm for the initial term of this Agreement.
- 3.1.1 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
- 3.1.2 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.
- 3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 3.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 3.5 Invoicing by CONTRACTOR will clearly itemize the following:
- 3.5.1 County Department receiving services,
- 3.5.2 Purchase order number under which the invoice is to be charged,
- 3.5.3 Scope of Work,
- 3.5.4 Dates of services, (to include actual time spent per project)
- 3.5.5 An itemization of other reimbursable expenses approved by the County, as applicable.
- 3.6 Travel/Mileage
- 3.6.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
- 3.6.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

- 3.6.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.
- 3.6.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.
- 3.7 This is one of several agreements entered into pursuant to RFP #10745 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

- 4.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed a maximum five-(5) year Agreement.
- 4.1.1 County is not required to state a reason if it elects not to renew.
- 4.2 County reserves the option to renew or extend this AGREEMENT.
- 4.2.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.2.2 Both parties must agree upon rate extension(s) or changes in writing.
- 4.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with **Section 2.3.1** herein.
- 5.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 Tax:
- 5.4.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 5.4.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax;

an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.
- 6.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

8.0 INSURANCE REQUIREMENTS

- 8.01 **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.

8.02 **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.

8.03 **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.

Agreement Under \$100,000 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.

Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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.

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.

8.04 **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 always 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.

9.0 RECORDS AND CONFIDENTIALITY

- 9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with 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 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.
- 9.2 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.
- 9.3 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.
- 9.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

10.0 NON-DISCRIMINATION

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.

11.0 PERFORMANCE STANDARDS

- 11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.
- 11.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.
- 11.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

12.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 FORCE MAJEURE

- 14.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 14.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 14.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

15.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

16.0 DAMAGE

CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or its employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

17.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the

office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey
Contracts/Purchasing Dept.
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO CONTRACTOR:
MediaLocate, Inc.
1200 Piedmont Avenue
Pacific Grove, CA 93950
Tel. No.: (831) 655-7500
Fax No.: (831) 655-7515
stephan@medialocate.com

18.0 LEGAL DISPUTES

- 18.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 18.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 18.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 18.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

19.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

- 19.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et. seq.*, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

19.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

19.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person.

20.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____


By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

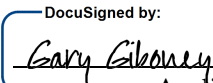
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:  _____
County Counsel

Date: 5/26/2021 | 11:25 AM PDT

Approved as to Fiscal Provisions

By:  _____
Auditor/Controller

Date: 5/26/2021 | 11:37 AM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

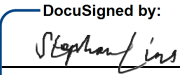
By: _____
Risk Management

Date: _____

CONTRACTOR

MEDIALOCATE, INC.

Contractor's Business Name*

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

Name and Title

Date: 5/24/2021 | 11:30 AM PDT

Stephan Lins CEO

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

Name and Title

Date: 5/26/2021 | 10:47 AM PDT

Ilge Karancek CFO/CHO

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in section 8