

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.6
(ID # 23340)**

MEETING DATE:

Tuesday, November 07, 2023

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve Professional Services Agreement with Avantpage, Inc. for Spanish Interpretation Services for County of Riverside Board of Supervisors meetings without seeking competitive bids through November 30, 2024 with the option to renew for one additional year; All Districts. [Total cost \$150,000 - 100% General Fund Contingency] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Avantpage, Inc. for Spanish Interpretation Services for County of Riverside Board of Supervisors meetings without seeking competitive bids for an annual amount of \$150,000 through November 30, 2024, with the option to renew for one additional year, and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to a) sign amendments that make modifications to the scope of services that stay within the intent of the agreement; and b) sign amendments to the compensation provisions that do not exceed the sum-total of ten percent (10%) annually.
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

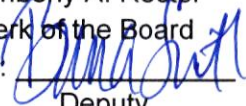
ACTION: Policy, 4/5 Vote Required


Jeff Van Wageningen, County Executive Officer 11/2/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Gutierrez
Date: November 7, 2023
xc: E.O.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 96,000	\$54,000	\$ 150,000	\$ 0
NET COUNTY COST	\$ 96,000	\$54,000	\$ 150,000	\$ 0
SOURCE OF FUNDS: 100% General Fund Contingency			Budget Adjustment: Yes	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Latest U.S. Census data estimates that approximately 52 percent of Riverside County residents are Hispanic, and approximately 35 percent speak Spanish at home. The County is enhancing efforts to provide meaningful access to Spanish-speaking residents to the County of Riverside’s Board of Supervisors meetings, which will provide increased understanding, engagement and civic participation.

Currently, accommodations are available for Spanish-speaking residents upon request and for individual agenda items. Presently, interpretations are from Spanish to English for testimony provided to the Board of Supervisors. This new service will allow for complete interpretations from English to Spanish for the entire length of the board meeting. This contract will provide two Spanish interpreters for each Board of Supervisors meeting to perform simultaneous Spanish interpretation of the board meetings to interpret all English comments from board members, county staff and members of the public into Spanish.

The County has in-house interpretation equipment to ensure the Spanish interpretation is transmitted to headset receivers for residents in the board chambers. When needed, the vendor may provide necessary equipment and an equipment technician upon request. The same Spanish interpretation will be provided to the RivCo TV team to provide a Spanish version of the board meeting livestream for residents watching virtually.

This service is being sought without competitive bids to comply with a settlement agreement regarding the county’s Board of Supervisors redistricting efforts. The settlement agreement stipulates Spanish interpretation of Board of Supervisors meetings will take place within 60 days. The first board meeting after that 60 period is November 28, 2023.

For additional background information, the county will also offer in-house Spanish interpretations of the Board of Supervisors meeting agendas and proceedings within 24 - 48 hours of posting the English versions. The county will achieve these short timeframes with bilingual in-house staff and advanced interpretation technology.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

This service will provide enhanced access to our Spanish-speaking residents to the County of Riverside's Board of Supervisors meetings. This access will increase civic participation among Spanish-speaking Riverside County residents.

Additional Fiscal Information

The Executive Office requests \$96,000 in contingency funds for the current fiscal year as there are not sufficient departmental funds.

Contract History and Price Reasonableness

The costs of this contract are within industry standards. This sole source one-year contract will allow the county to comply with the requirements of the settlement and conduct an RFP for a longer-term contract.

ATTACHMENTS

ATTACHMENT A. Schedule A

ATTACHMENT B. PSA – Avantpage

ATTACHMENT C. 24-096 EOARC Avantpage

SCHEDULE A

BUDGET ADJUSTMENT FY 2023/2024

Increase appropriations:

10000-1102900000-524960	Interpreters-Translator Fees	\$96,000
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Anticipated use of unassigned fund balance:

10000-1102900000-370100	Unassigned Fund Balance	\$96,000
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Decrease appropriations:

10000-1109000000-581000	Appropriation For Contingencies	\$96,000
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Anticipated increase of unassigned fund balance:

10000-1109000000-370100	Unassigned Fund Balance	\$96,000
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Heydee Koury, Sr Accountant - Auditor

11/2/2023


Meghan Hahn, Deputy Director of Procurement

11/1/2023

PROFESSIONAL SERVICE AGREEMENT

for

SPANISH INTERPRETING SERVICES

between

COUNTY OF RIVERSIDE

and

AVANTPAGE, INC.



NOV 7 2023

3.6

Exhibit E- D-1 Policy

This Agreement is made and entered into by and between AVANTPAGE INC., an S Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect to November 30, 2024, unless terminated earlier, with one (1) option to renew for a one-year period. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$150,000.00 to November 30, 2024, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Executive Office
4080 Lemon St 4th Floor
Riverside, CA 92501

- a) Email invoices to EO-Accounting@rivco.org
- b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (000000000000000000000515); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- c) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
EXECUTIVE OFFICE
ATTN: BROOKE FEDERICO
4080 LEMON ST 4TH FLOOR
RIVERSIDE, CA 92501

CONTRACTOR
AVANTPAGE INC.
ATTN: EDUARDO DIAZ
523 G ST
DAVIS, CA 95616

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

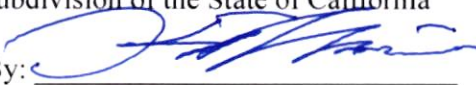
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

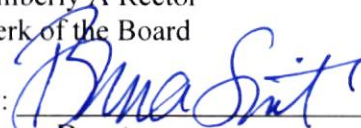
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Kevin Jeffries, Chair
Board of Supervisor

Dated: 11/7/23


ATTEST:
Kimberly A Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel

AVANTPAGE INC., an S Corporation

By: 
Name: Luis Miguel
Title: Chief Executive Officer

Dated: 1/01/2023

By: 
Name: Luis Miguel
Title: Chief Financial Officer

NOV 7 2023 3.4

EXHIBIT A
SCOPE OF SERVICES

Spanish interpreting services of Board of Supervisors Meetings

Targeted Riverside County population:

Thirty (30) to (40) percent of Riverside County's population are primary Spanish speakers, where Spanish is spoken in the home.

- A. CONTRACTOR shall provide two (2) professionally trained Spanish interpreters for each Board of Supervisors meeting. Interpreters shall check in no later than 9am for each meeting
- B. CONTRACTOR, through the use of two (2) Spanish interpreters, shall provide simultaneous Spanish interpretation for the entire length of each Board of Supervisors meeting. These interpreters will take turns interpreting in 20- or 30-minute intervals all English comments from board members, county staff or members of the public into Spanish.
- C. CONTRACTOR shall provide two (2) Spanish interpreters for up to six hours for each board meeting. If a board meeting should go longer than the agreed upon timeframe, the availability of the interpreters to stay is not guaranteed. If interpreters stay longer than the six-hour timeframe, additional costs will be incurred.
- D. CONTRACTOR shall provide appropriate receiver equipment to transmit the simultaneous Spanish interpretation to Spanish-speaking residents in-person in the board chambers.
- E. CONTRACTOR shall offer the same simultaneous Spanish interpretation to the COUNTY-provided livestream broadcast for Spanish-speaking residents watching the board meeting online.
- F. CONTRACTOR shall provide on-site interpretation at the podium in the event a Spanish speaking member of the public addresses the Board of Supervisors in Spanish during the board meeting.
- G. COUNTY shall provide CONTRACTOR necessary equipment and on-site equipment technician for the Spanish audio feed to reach residents in the board chambers and the livestream. Necessary equipment includes: transmitter set, receiver headsets, and input/output audio connections.
- H. CONTRACTOR shall provide one (1) onsite equipment technician, along with the following equipment upon request: one (1) transmitter set, ten (10) receivers, one (1) tabletop booth.
- I. CONTRACTOR shall provide a dedicated Project Manager and Account Manager to assist COUNTY at all times at no additional charge.
- J. COUNTY agrees to reimburse or replace CONTRACTOR'S receiver equipment if any are lost, stolen, or otherwise not returned at the conclusion of the board meeting. CONTRACTOR will need to provide COUNTY with receipt(s) prior to reimbursement or replacement.
- K. COUNTY shall provide CONTRACTOR a suitable space near the board hearing room for the interpreters to provide uninterrupted simultaneous interpretation of the board meeting.
- L. COUNTY shall provide CONTRACTOR suitable space and signage in the board hearing room for receiver equipment to be displayed and accessed by members of the community.

**EXHIBIT B
PAYMENT PROVISIONS**

1. COUNTY shall pay CONTRACTOR for services performed in accordance with the fees listed below.

A. CONTRACTOR shall provide two (2) interpreters for each Board of Supervisor’s meeting per the table below.

In-person Interpreting (Full-day: 9am – 3pm PST from 3-6 hours)*

Item	Language	Rate per interpreter	Number. of interpreters	Total
Simultaneous/Consecutive	Spanish	\$1,450.00	2	\$2,900.00
PM Fee	3% of total project			\$87.00
Total cost of full day in-person interpreting per Board of Supervisor’s meeting				\$2,987.00

In-person Interpreting (Half-day: 9am – 12pm PST up to 3 hours)*

Item	Language	Rate per interpreter	Number. Of interpreters	Total
Simultaneous/Consecutive	Spanish	\$870.00	2	\$1,740.00
PM Fee	3% of total project			\$52.19
Total cost of half day in-person interpreting per Board of Supervisor’s meeting				\$1,792.19

*COUNTY’s requests for interpreting, including rate type (half-day or full day), must be placed within at least ten (10) business days in advance.

COUNTY must provide written notification to the contractor for cancellation of services within at least 72 hours of the affected Board of Supervisor’s meeting.

If CONTRACTOR cancels services within 3 business days preceding the Board of Supervisor’s scheduled meeting, CONTRACTOR will be responsible for reimbursing the COUNTY for the hiring of interpreters for the affected Board of Supervisor’s meeting.

Optional: Rental of Interpreting Equipment**

Item	Description	Rate	Qty	Total
Transmitter Set	Transmitter, AUX Cables, Headsets, Microphones, Power Strip, Sound Board	\$330.00	1	\$330.00
Receivers	Receivers + Earphones *\$150 replacement fee per each item	\$15	10	\$150.00
Technician Service (Full Day)	Equipment Delivery, set up, strike down, pick up, and remote zoom integration	\$850	1	\$850.00
Tabletop Booth	4x4x3 sound booth	\$280	1	\$280.00
Total cost of Interpreting Equipment per Board of Supervisor’s meeting				\$1,610.00

**CONTRACTOR shall not receive payment to set their equipment prior to the Board of Supervisor’s meeting.

***Optional: Additional Service Items & Considerations**

Item	Rate	Description
Language Consulting	\$200.00 / hour	Utilized for in-depth consultation on interpreting requirements (i.e., on-site visits; dry run testing)
Mileage Reimbursement	In accordance with IRS rates	CONTRACTOR will schedule local interpreters for Board of Supervisor's meetings.
Travel & Lodging Reimbursement (applies to out of area interpreters only)	In accordance with COUNTY'S D-1 policy	COUNTY must be notified and approval granted in writing from the Director of Communications at least 3 business days prior to the effected Board of Supervisor's meetings

*Prior to providing any additional services to COUNTY, CONTRACTOR must receive written pre-approval from the COUNTY's Director of Communications.

2. Maximum payments from COUNTY to CONTRACTOR **shall not exceed \$150,000** from the date of execution of the Agreement by all parties to November 30, 2024.









PSA - Avantpage

Final Audit Report

2023-11-01

Created:	2023-11-01
By:	Anna Marie Johnson-Earls (annjohnson@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1aWKCnDoEOL0MCDNCPEBY12dNzz2-CWY

"PSA - Avantpage" History

-  Document created by Anna Marie Johnson-Earls (annjohnson@rivco.org)
2023-11-01 - 6:58:49 PM GMT
-  Document emailed to Jorge Villafuerte (luis@avantpage.com) for signature
2023-11-01 - 7:02:36 PM GMT
-  Email viewed by Jorge Villafuerte (luis@avantpage.com)
2023-11-01 - 10:57:26 PM GMT
-  Document e-signed by Jorge Villafuerte (luis@avantpage.com)
Signature Date: 2023-11-01 - 10:58:22 PM GMT - Time Source: server
-  Document emailed to Katherine Wilkins (kawilkins@rivco.org) for signature
2023-11-01 - 10:58:23 PM GMT
-  Email viewed by Katherine Wilkins (kawilkins@rivco.org)
2023-11-01 - 10:59:11 PM GMT
-  Document e-signed by Katherine Wilkins (kawilkins@rivco.org)
Signature Date: 2023-11-01 - 11:02:07 PM GMT - Time Source: server
-  Agreement completed.
2023-11-01 - 11:02:07 PM GMT



EXECUTIVE OFFICE

EFFREY A. VAN WAGENEN, JR.
COUNTY EXECUTIVE OFFICER

JUAN C. PEREZ
CHIEF OPERATING OFFICER

DAVE ROGERS
CHIEF ADMINISTRATIVE OFFICER

MAYORI BALDWIN, ASSISTANT CEO
HUMAN SERVICES

CHARISSA LEACH, ASSISTANT CEO
PUBLIC WORKS & COMMUNITY SERVICES

MICHELLE PARADISE, ASSISTANT CEO
PUBLIC SAFETY

MAREH SARRAFIAN, ASSISTANT CEO
HEALTH SYSTEMS

Date: 10/17/2023

From: Brooke Federico

To: Board of Supervisors/Purchasing Agent

Via: Andrew Johnson 951.955.8735

Subject: Single Source Procurement; Interpreter Services

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested: Avantpage Inc**

2. **Vendor ID: 0000230205**

3. **Single Source** **Sole Source**

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

Yes **No**

4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:**

The County is in need of two Spanish interpreters for each Board of Supervisors meeting to perform simultaneous Spanish interpretation of the board meetings, along with appropriate equipment, to interpret all English comments from board members, county staff and members of the public into Spanish. The Spanish interpretation will be transmitted to headset receivers for residents in-person. In addition, the same Spanish interpretation will be provided to the RivCo TV team to provide a Spanish version of the board meeting livestream for residents watching the board meeting virtually.

6. Unique features of the supply/service being requested from this supplier. The vendor will provide professionally trained Spanish interpreters who can simultaneously hear comments in English while interpreting and speaking those comments in Spanish. The vendor will also provide needed equipment, including headset receiver equipment for Spanish-speaking residents in the board hearing chambers.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

This service is being sought without competitive bids to comply with a settlement agreement regarding the county's Board of Supervisors redistricting efforts. The settlement agreement stipulates Spanish interpretation of Board of Supervisors meetings will take place within 60 days of the signed settlement agreement. This sole source one-year contract will allow the county to comply with the requirements of the settlement and conduct an RFP for a longer-term contract.

This service will provide direct and automatic access to our Spanish-speaking residents to the County of Riverside's Board of Supervisors meetings. This access will increase civic participation among Spanish-speaking Riverside County residents.

8. Period of Performance: From: 11/07/2023 to 11/30/2024 with the option to renew for an additional one (1) year, not to exceed \$150,000 annually.

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY24	FY25*	FY26*	FY27	FY28	Total
Ongoing Costs:	\$96,000	\$150,000	\$54,000			\$300,000
Total Costs	\$96,000	\$150,000	\$54,000			\$300,000

*Option to renew for one (1) year, not to exceed \$150,000 annually crosses two fiscal years (FY24 & FY25).

10. Price Reasonableness: The vendor prices are within industry standards.

11. Projected Board of Supervisor Date (if applicable): 11/7/23

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)


Department Head Signature
(or designee)

J. VAN WAGEN
Print Name

10.17.23
Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Approved; with cost not to exceed FY limitations noted above.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn

10/19/23

24-096

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)