



December 11, 2019

Mariel Somers
40-866 Flying Sea Rd
Palm Desert, CA 92211

Re: Letter of Agreement for Simultaneous Interpretation and Translation for City Council, Planning Commission and Parks and Recreation Commission Meetings and Agendas

Dear Ms. Somers:

This letter shall be our Agreement regarding the Interpretation and Translation described below (“Services”) to be provided by Mariel Somers (“Contractor”) as an independent contractor to the City of Coachella for the City Council, Planning Commission, and Parks and Recreation Commission Meetings (“Project”).

The Services to be provided include the following at the contracted rate of \$60.00 per hour:

1. Attend up to two (2) Council Meetings each month and provide Simultaneous Interpretation
2. Attend up to two (2) Planning Commission Meetings each month and provide Simultaneous Interpretation
3. Attend up to one (1) Parks and Recreation Commission Meeting each month and provide Simultaneous Interpretation

Additional Services to be provided include the following at the contracted rate of \$0.12 per word:

4. Translate up to five Council and Commission agendas from English to Spanish within two days

The Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this

Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$60.00 for meetings and 0.12 per word for translation of agendas. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$36,288.00.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by December 31, 2020, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

CONTRACTOR

Approved by:

*Reviewed and Accepted by
Contractor:*

William B. Pattison, Jr.
City Manager

Signature

Attest:

Mariel Somers
Title

Angela Zepeda
City Clerk

Date

Approved as to Form

Carlos Campos
City Attorney