

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ON POINT LANGUAGE SOLUTIONS, LLC**

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 26th day of March, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and On Point Language Solutions, LLC, hereinafter called “Contractor” (together, the “Parties”);

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on June 1, 2021, the Parties entered into an agreement for the provision of video remote and in-person interpretation services, for the term of June 1, 2021, through December 31, 2022, with a not-to-exceed amount of \$25,000; and

WHEREAS, on January 20, 2022, the agreement was amended to increase the not-to-exceed amount by \$50,000, for a total not-to-exceed amount of \$75,000 (the “First Amendment”); and

WHEREAS, on December 6, 2022, the agreement was amended to extend the term through June 30, 2023, and to increase the not-to-exceed amount by \$30,000 for a total not-to-exceed amount of \$105,000 (the “Second Amendment”); and

WHEREAS, on April 17, 2023 the agreement was amended to extend the term through December 31, 2024, and to increase the not-to-exceed amount by \$85,000 for a total not-to-exceed amount of \$190,000 (the “Third Amendment”); and

WHEREAS, the Parties wish to further amend the agreement to increase the not-to-exceed amount by \$150,000 for a new not-to-exceed amount of \$340,000 (the “Fourth Amendment”);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended as follows:

The following sentence is deleted in its entirety: “In no event shall County’s total fiscal obligation under this Agreement exceed ONE-HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00).” In its place, the following sentence is added: “In no event shall County’s total fiscal obligation under this Agreement exceed THREE-HUNDRED FORTY THOUSAND DOLLARS (\$340,000).” The remainder of Section 3 remains unchanged.

2. Exhibit B to the Agreement is amended as follows:

The following sentence is deleted in its entirety: “In no event shall the County’s total fiscal obligation under this Agreement exceed ONE-HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00).” In its place, the following sentence is added: “In no event shall County’s total fiscal obligation under this Agreement exceed THREE-HUNDRED FORTY THOUSAND DOLLARS (\$340,000).” The remainder of Exhibit B remains unchanged.

3. All other terms and conditions of the Agreement dated June 1, 2021, as amended by the First Amendment, Second Amendment, and Third Amendment, between the County and Contractor shall remain in full force and effect.
4. This Fourth Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document’s date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Fourth Amendment shall not be effective unless set forth in a writing and executed by both parties.

THIS AMENDMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: On Point Language Solutions, LLC

<u>Victor Hernandez</u>	<u>03/08/2024</u>	<u>Victor Hernandez</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board