

**FIFTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CERTIFIED LANGUAGES INTERNATIONAL, LLC**

THIS FIFTH AMENDMENT TO THE AGREEMENT is entered into this 12<sup>TH</sup> day of July, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and Certified Languages International, 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 August 7, 2018, the Parties entered into an agreement for the provision of language access services, such as over-the-phone interpretation and document translation, to County departments, for the term of August 7, 2018, through July 31, 2019, with a not-to-exceed amount of \$150,000; and

WHEREAS, on May 1, 2019, the agreement was amended to extend the term through July 31, 2020, with no increase to the not-to-exceed amount (the “First Amendment”); and

WHEREAS, on May 19, 2020, the agreement was amended to extend the term through July 31, 2021, and to increase the not-to-exceed amount by \$125,000 for a total not-to-exceed amount of \$275,000 (the “Second Amendment”); and

WHEREAS, on February 17, 2021 the agreement was amended to extend the term through July 31, 2022, with no increase to the not-to-exceed amount of \$275,000 (the “Third Amendment”); and

WHEREAS, on November 9, 2021 the agreement was amended to increase the not-to-exceed amount by \$75,000 for a total not-to-exceed amount of \$350,000, with no change to the term (the “Fourth Amendment”); and

WHEREAS, the Parties wish to further amend the agreement to extend the term through July 31, 2023, and to increase the not-to-exceed amount by \$50,000 for a new not-to-exceed amount of \$400,000 (the “Fifth Amendment”);

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

1. Section 3 – Payments is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in the Exhibits, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A, Exhibit B3, and Exhibit D. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the County Executive Officer or the County Executive Officer's designee and paid within 30 days of receipt of the invoice. Invoices must be sent to [ImmigrantServices@smcgov.org](mailto:ImmigrantServices@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

2. Section 4 – Term is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2018 through July 31, 2023.

3. All other terms and conditions of the Agreement dated August 1, 2018, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, between the County and Contractor shall remain in full force and effect.
4. This Fifth 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 Fifth 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: Certified Languages International

_____	<u>06/09/2022</u>	<u>Kristin Quinlan</u>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board