

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

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 19th day of May, 2020, 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, the Parties wish to further amend the agreement 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”).

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

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

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services and Rates  
Exhibit B2 - Invoicing  
Exhibit C - List of County Departments included in this Agreement  
Exhibit D - Optional Services Offered  
Attachment H - HIPAA Business Associate Requirements  
Attachment I - § 504 Compliance

2. 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 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 TWO HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00). 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 Manager or the County Manager'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.

3. 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, 2021.

4. Exhibit B to the Agreement is replaced in its entirety with Exhibit B2 attached hereto.
5. All other terms and conditions of the Agreement dated August 1, 2018, as amended by the First Amendment dated May 1, 2019, between the County and Contractor shall remain in full force and effect.
6. This Second Amendment, including Exhibit B2 attached hereto and incorporated by reference, 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 Second 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

\_\_\_\_\_  
Contractor Signature

05/14/2020  
\_\_\_\_\_  
Date

Certified Languages International  
\_\_\_\_\_  
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

## Exhibit B2

In consideration of the services provided by Contractor described in Exhibit A and the optional services offered in Exhibit D and subject to the terms of the Agreement, County shall pay Contractor based on the following terms:

### **Invoicing:**

Contractor will invoice the County by the 10th of the month after rendered services, along with Contractor's monthly report indicating the date of each call, the time the call was initiated, the duration in minutes, the language requested, the originating site of the request, the cost of each call, and the time elapsed from call initiation to interpreter access.

County shall pay Contractor monthly upon receipt of report and invoice. Services under this Agreement shall not exceed \$275,000, including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor shall send appropriate invoices and monthly reports to:

Office of Community Affairs  
County of San Mateo  
Attn: Accounts Payable  
400 County Center, 1st Floor  
Redwood City, CA 94063