

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Fourth Amendment

THIS AMENDMENT (this “Amendment”) is made as of [insert date], in San Francisco, California, by and between **Language Line Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 99300 issued on April 18, 2018 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action]; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 16, 2018 between Contractor and City, as amended by the:

- First Amendment, dated March 23, 2020,
- Second Amendment, dated September 4, 2020, and
- Third Amendment, dated July 1, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.10 **Term of the Agreement.** *Section 2.1 “Term of the Agreement” of the Agreement currently reads as follows:*

The term of the Agreement shall commence on the later of: (1) August 1, 2018; or (ii) the Effective Date and expire on January 30, 2022, unless earlier terminated as otherwise provided herein.

Such section is hereby amended in its entirety to read as follows:

The term of the Agreement shall commence on the later of: (1) August 1, 2018; or (ii) the Effective Date and expire on July 31, 2022, unless earlier terminated as otherwise provided herein.

2.11 **Payment.** *Section 3.3.1 “Payment” of the Agreement currently reads as follows:*

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City’s designated representative, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$9,900,000. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City’s designated representative, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **\$13,179,000**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in appendix B. In no event shall City be liable for interest or late charges for any late payments.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

CONTRACTOR

Language Line Services, Inc.

Adrienne Pon
Executive Director
Office of Civic Engagement and Immigrant
Affairs

Bonaventura A. Cavaliere
CFO
1 Lower Ragsdale Drive, Bldg 2
Monterey, CA 93940

Approved as to Form:

City Supplier number: 16611

Dennis J. Herrera
City Attorney

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

By: _____

