

Language Line Services, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8077

THIS FIRST AMENDMENT to that Agreement for Services #8077 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Language Line Services, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is One Lower Ragsdale Drive, Building 2, Monterey, California 93940-5747 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide document, telephone, and video language translation services for various County departments, pursuant to Agreement for Services #8077, dated November 15, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$24,500, for a new not to exceed amount of \$99,500, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace or update specific Articles to include updated contract provisions, adding **Exhibit B-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #8077 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, paragraph three of the Article is amended to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$99,500, inclusive of all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through service requests.

- II. **ARTICLE XX, Conflict of Interest**, paragraph three of the Article is amended to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B-1, marked "Updated California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

III. The following Article of the Agreement is fully replaced in its entirety to read as follows:

ARTICLE XIII

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
- b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

- b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 - c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

Except as herein amended, all other parts and sections of Agreement for Services #8077 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8077 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Officer
"County"

-- LANGUAGE LINE SERVICES, INC. --

By: *Bonaventura A. Cavaliere*
Bonaventura A. Cavaliere (May 29, 2025 16:34 PDT)

Dated: 05/29/2025

Bonaventura A. Cavaliere
Chief Financial Officer
"Contractor"

By: *Bonaventura A. Cavaliere*
Bonaventura A. Cavaliere (May 29, 2025 16:34 PDT)

Dated: 05/29/2025

Bonaventura A. Cavaliere
Corporate Secretary

Language Line Services, Inc.

Exhibit B-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company made any political contributions of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company anticipate or plan to make any political contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/29/2025

Date

Bonaventura A. Cavaliere
Bonaventura A. Cavaliere (May 29, 2025 15:01 PDT)

Signature of authorized individual

Language Line Services, Inc.
Type or write name of company

Bonaventure A. Cavaliere
Type or write name of authorized individual.