

**Amendment No. ~~2~~3 to
Contract
MA-031-19011571
with
Corporate Translation Services, Inc. DBA Language Link
for
Written Translations of Ballots and Other Election Materials**

This Amendment to Contract MA-031-1901157, for Written Translations of Ballots and Other Election Materials (hereinafter referred to as “Amendment No. ~~2~~3”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County,” and Corporate Translation Services LLC DBA Language Link, with a place of business at ~~701 NE 136th Ave. Suite 200, Vancouver, WA 98684~~ *41417 SE Rasmussen Blvd., Ste. 101, Battle Ground, WA 98604* hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract MA-031-19011571, hereinafter referred to as “Contract” to provide Written Translation *of* Ballots and Other Election Materials commencing on July 2, 2019 through and including July 1, 2022; and

WHEREAS, County amended the Contract to add three (3) new languages as required by CA Secretary of State to Attachment B “Compensation/Payment” (Amendment No. 1); and

WHEREAS, County ~~desires to~~ *renewed* the Contract for one year term of July 2, 2022 through and including July 1, 2023; and

WHEREAS, the Parties ~~have~~ agreed to reduce the total aggregate not to exceed amount for the County’s translation contracts from \$1,750,000 to \$675,000, because the County’s past usage of the Contract usage has been less than originally estimated; and

WHEREAS, the Contractor has changed its name from Corporate Translation Services, Inc. DBA Language Link to Corporate Translation Services LLC DBA Language Link pursuant to Contract Policy Manual §3.1-118 (*Amendment No.2*); and

WHEREAS, County desires to renew the Contract for a one-year term of July 2, 2023 through and including July 1, 2024; and

WHEREAS, the Parties have agreed to amend Attachment A, “Scope of Work” and Attachment B, “Compensation/Payment”; and

WHEREAS, the Parties have agreed to increase the total aggregate not to exceed amount for County’s translation contracts from \$675,000.00 to \$925,000.00, because County’s usage increased more than originally estimated; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

1. Additional Term and Condition, Paragraph 2, “Term of Contract” (~~page 9 of the Contract~~) is amended to read as follows:

2. **Term of Contract:** This Contract shall be effective from July 2, 2019 through and including July 1, ~~2023~~2024, unless otherwise terminated by County.
2. Additional Term and Condition, Paragraph 3, “Renewal” (~~page 9 of the Contract~~) is amended to read as follows:
3. **Renewal:** ~~This Contract may be renewed by written mutual agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~ *This Contract is non-renewable.*
3. *Attachment A, Section E, Paragraph 8 is amended to read as follows:*
8. *Contractor shall perform quality control of all translations throughout the entire process. The quality control process at minimum shall include, but are not limited to the following:*
- a. *Editing*
 - b. *Translator review*
 - c. *Language quality assurance*
 - d. *Format quality assurance*
 - e. *A unique translator ID for each translator that County can reference when notifying Contractor of any translation errors and/or issues.*
4. *Attachment A, Section E “Contractor Responsibilities” is amended to add the following:*
16. *Contractor shall send daily/weekly usage reports that include at minimum; number of words translated per language and number of words pending translation to date including projected cost of translation and support services to County during an election cycle. Daily/weekly reporting will mirror delivery of workflow.*
5. Attachment B, Paragraph C, “Total Contract Amount” (~~page 19 of the Contract~~) is amended to read as follows:
- C. Total Contract Amount:** This Contract has been awarded to two (2) vendors in a total aggregate amount not to exceed \$67925,000.00 for the life of the contract. For year ~~four and five~~ of the Contract, the annual not to exceed amount is \$16415,000.00 ~~annually~~.
6. ~~Contractor’s name is changed from Corporate Translation Services, Inc. DBA Language Link to Corporate Translation Services LLC DBA Language Link. “Corporate Translation Services, Inc. DBA Language Link” as used throughout the Contract is changed to “Corporate Translation Services LLC DBA Language Link”.~~
6. *Attachment B, Paragraph G, “Invoicing Instructions” is amended to read as follow:*
- G. Invoicing Instructions**
- Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:*

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. County Contract Number (MA) number
5. Date of Order
6. Date of Invoice
7. File/Project Name, translated language, service description, quantity, and rate
8. Sales tax, if applicable
9. Contractor's Federal Tax ID number
10. Total

Invoice and support documentation are to be sent to:

Registrar of Voters

Attn: Accounts Payable

PO Box 11298

Santa Ana, CA 92705

7. This Amendment modifies the Contract, including all previous amendments, only as expressly set forth herein. Except as amended herein, all other terms and conditions of the Contract, including all previous amendments, are incorporated by this reference as if fully set forth herein and shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR: Corporate Translation Services LLC DBA Language Link *

Print Name Title

Signature Date

Print Name Title

Signature Date

*** If the contracting party is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

APPROVED AS TO FORM

County Counsel

Print Name Title

Signature Date

APPROVED AS TO CONTENT

Print Name Title

Signature Date