

**NAPA COUNTY AGREEMENT NO. 180047B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 180047B is made and entered into as of this 1st day of July, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and DAVIN'S INTERPRETING SERVICE INC. whose mailing address is 1997 Molina Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2017 , COUNTY and CONTRACTOR entered into Napa County Agreement No 180047B (the "Agreement"), under which CONTRACTOR agreed to provide American Sign Language interpreting services for deaf or hearing impaired to Napa County Probation clients; and

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR amended the contract to extend the term of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term of the Agreement; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 180047B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2017, and shall expire on June 30, 2024 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written

notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

- 2. This Amendment No. 2 represents all the changes to the Agreement agreed to by CONTRACTOR and COUNTY. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in the Amendment No. 2 shall remain in full force and effect.
- 3. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-2", attached to Amendment No. 2.

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement No. 180047B was executed by the parties hereto as of the date first above written.

AVIN'S INTERPRETING SERVICES, INC.

By  _____
FRANCIS DAVIN, CEO and PRESIDENT

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 23, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "B-2"

COMPENSATION REIMBURSEMENT

American Sign Language Interpreting Services

1. Labor Rates. As compensation for CONTRACTOR providing the interpretation or Court testimony services required under Exhibit A of this Agreement, COUNTY shall pay CONTRACTOR as follows for the full scheduled time including lunch and breaks, with the charges rounded to the nearest half hour, and a two-hour minimum for each appointment or group of appointments (if more than one appointment is scheduled consecutively for the same day):
 - A. Scheduled Appointments With 24 hours or More Notice (regular hours)
 - \$120.00 per hour per scheduled appointment
 - Monday through Friday between 8:00 a.m. to 5:00 p.m.
 - B. Scheduled Appointments With 24 hours or More Notice (after regular hours)
 - \$130.00 per hour per scheduled appointment
 - Monday through Friday, after 5:00 p.m.
 - C. Appearance for Court Testimony
 - \$265.00 per hour scheduled appointment with a two-hour minimum
 - COUNTY to provide at least seven (7) or more days advance notice
 - Monday through Friday between 8:00 a.m. to 5:00 p.m.
 - D. Interpreting Services for the Deaf and Blind With 24 hours or More Notice
 - \$150.00 per hour per scheduled appointment
 - Monday through Friday between 8:00 a.m. to 5:00 p.m.
 - E. Short-Notice and Emergency Appointments With less than 24 hours Notice
 - \$125.00 per hour per scheduled appointment
 - Monday through Friday, 8:00 a.m. to 5:00 p.m. (subject to availability), and for any emergency appointments (scheduled without notice) during evenings, weekends and holidays.

2. Conditions. Any request for services requiring 60 minutes or more of continuous interpreting will require two (2) interpreters. In addition, more than one (1) interpreter may be necessary for a given assignment depending on its nature. Utilizing more than one (1) interpreter enables more effective communication and reduces the risk of injury. The requestor from COUNTY will be informed if more than one (1) interpreter is required.

In the event the length or circumstances differ from the original request, the CONTRACTOR reserves the right to end the assignment. Additional charges will be assessed if the interpreter decides to stay.

3. Expenses. COUNTY shall reimburse CONTRACTOR for private vehicle use required in connection with provision of services under this Agreement at the current federal government rate for mileage, plus the actual cost of any parking fees. No travel time will be reimbursed.
4. Payment for Cancelled or Postponed Appointments. Cancellation or postponement of scheduled appointments by COUNTY (acting through its Probation staff) upon less than a 24-hour notice shall be billed by CONTRACTOR and paid by COUNTY at 100% of the regular fee for the type of appointment, as described in Paragraph 1 above. Such cancellations or postponements shall be made by contacting a staff member in CONTRACTOR's office or sending an email to cancel an appointment. If COUNTY calls to cancel an appointment, CONTRACTOR shall confirm cancellation with an email to the COUNTY Probation staff requestor. Any such call made after 5:00 p.m. or on weekends or holidays shall be considered as a cancellation or postponement made as of 8:00 a.m. on the next business day.

Certified Deaf Interpreter (CDI) Services

1. Labor Rates. As compensation for CONTRACTOR providing CDI services required under Exhibit A of this Agreement, COUNTY shall pay CONTRACTOR as follows:
 - A. Scheduled Appointments With 24 Hours or More Notice
 - \$200.00 per hour up to two (2) hours. Each additional hour will be invoiced at \$125.00 per hour.
2. Expenses. COUNTY shall reimburse CONTRACTOR for private vehicle use required in connection with provision of services under this Agreement at the current federal government rate for mileage, plus the actual cost of any parking fees. No travel time will be reimbursed.
3. Payment for Cancelled or Postponed Appointments. Cancellation or postponement of scheduled appointments by COUNTY (acting through its Probation staff) upon less than a 24-hour notice shall be billed by CONTRACTOR and paid by COUNTY at 100% of

the regular fee, as described in Paragraph 1 above. Such cancellations or postponements shall be made by contacting a staff member in CONTRACTOR's office or sending an email to cancel an appointment. If COUNTY calls to cancel an appointment, CONTRACTOR shall confirm cancellation with an email to the COUNTY Probation staff requestor. Any such call made after 5:00 p.m. or on weekends or holidays shall be considered as a cancellation or postponement made as of 8:00 a.m. on the next business day.