

**SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 190090B-23
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT is made and entered into on June 24, 2025, to be effective on the 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and Language People, Inc., a California corporation, whose mailing address is PO Box 158, Hunters WA, 99137, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on July 10, 2018, COUNTY engaged CONTRACTOR in Agreement No. 190090B-23 to provide specialty translation services to the county; and

WHEREAS, COUNTY and CONTRACTOR wish to amend Agreement No. 190090B-23 to extend the term of the Agreement, increase the maximum compensation, and update rates in Exhibit B.

NOW, THEREFORE, COUNTY wishes to amend the Agreement as follows:

1. Effective July 1, 2024, Paragraph 1 of the Agreement titled Term of the Agreement shall now read in full :

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, 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 five (5) 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. Effective July 1, 2024, Paragraph 3(c) of the Agreement Titled Compensation shall now read as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of twenty-five thousand dollars (\$25,000) for professional services per fiscal year; provided, however, that

such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. All other terms and conditions of Agreement No. 190090B-23 shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Agreement 190090B-23 was executed by the parties hereto as of the date first above written.

LANGUAGE PEOPLE, INC.

By *Lisa Wrench*
Lisa Wrench (May 21, 2025 07:52 PDT)
LISA WRENCH
CHIEF EXECUTIVE OFFICER

By *Veda Swank*
Veda Swank (May 21, 2025 07:50 PDT)
VEDA SWANK
DIRECTOR OF OPERATIONS

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Susan B. Altman, Deputy County Counsel Date: May 23, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____ _____
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EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT **(Services Rendered Before 5/1/2025)**

Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level One)

- \$5.00 administration fee per phone or video call
- \$3.00 per minute over the phone call (20 minute minimum)
- \$4.00 per minute via videoconference or webcam (20 minute minimum)
- \$144-200 per candidate on-site evaluation

Written Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level Two)

- \$65 per candidate and language (Tagalog and Spanish Only)

American Sign Language (ASL) Verification Testing Rates (COUNTY Level One)

- \$2.99 per minute via videoconference or webcam (10 minute minimum)
- \$85 per hour per candidate on-site evaluation (two hour minimum)

Face-to-Face Interpretation Rates (Per Interpreter)

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|--|---------------------------------------|
| • 1 hour spoken language interpreting (Common): | \$72.00* |
| • 1 hour spoken language interpreting (Rare): | \$82.00** |
| • 1 hour ASL interpreting*: | \$85.00* |
| • Cancellation Charge (less than 24 hour notice) | Full Charge for Scheduled Appointment |
| • Unscheduled appt. (Less than 24 hour notice) | \$25.00 per hour additional* |
| • Weekend or After Business Hours | \$25.00 per hour additional* |

*Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.

**Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates shall be provided at the time interpreter is scheduled.

Mileage Reimbursement

- Mileage shall be charged for total miles at current Internal Revenue Service (IRS) published rate for travel to and from the appointment site.

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

(Services Rendered AFTER 5/1/2025)

Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level One)

- \$5.00 administration fee per individual tested
- \$3.00 per minute over the phone call (20 minute minimum)
- \$144-200 per candidate on-site evaluation

Written Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level Two)

- \$80 per candidate and language (Tagalog and Spanish Only)

American Sign Language (ASL) Verification Testing Rates (COUNTY Level One)

- \$140 per hour on-site evaluation (two hour minimum)

Face-to-Face Interpretation Rates (Per Interpreter)

- | | |
|--|---------------------------------------|
| • 1 hour spoken language interpreting (Common): | \$120.00* |
| • 1 hour spoken language interpreting (Rare): | \$130.00** |
| • 1 hour ASL interpreting*: | \$140.00* |
| • Cancellation Charge (less than 24 hour notice) | Full Charge for Scheduled Appointment |
| • Unscheduled appt. (Less than 24 hour notice) | \$35.00 per hour additional |
| • Weekend/Holiday or After Business Hours (M-F 8AM-5PM) | \$35.00 per hour additional |

*Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.

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