SECOND AMENDMENT TO AGREEMENT

This Amendment to Service Agreement ("Second Amendment"), is made and entered into this

24th day of June, 2025, by and between the COUNTY OF FRESNO, a
political subdivision of the State of California, hereinafter referred to as "COUNTY," the Fresno
County In-Home Supportive Services Public Authority, a corporate public body ("IHSS PA") and
United Language Group, LLC, a Minnesota based for-profit corporation, who is hereinafter referred to
as "CONTRACTOR."

Recitals

- A. On July 1, 2020, the County Departments of Social Services, Public Health, Behavioral Health, County Clerk/Registrar of Voters, Probation, Public Works and Planning, Agriculture and IHSS PA, collectively referred to as "COUNTY", entered into that certain Agreement, identified as COUNTY Agreement No. A-20-240, COUNTY's First Amendment, effective September 10, 2024, hereinafter referred to collectively as COUNTY's Agreement No. A-24-504, whereby the CONTRACTOR agreed to provide written translation services and telephonic interpretation services for employees and clients who seek services from the COUNTY and IHSS PA.
- B. On September 10, 2024, the parties identified the need to amend the Agreement, currently referred to as A-24-504, to update the CONTRACTOR'S address and add a minimum fee of Fifty-Four Dollars (\$54) for written translation services with a word count of 250 words or less.
- C. Due to a recent change, the parties now desire to update the CONTRACTOR's name to United Language Group, LLC.
- D. The COUNTY has been collaborating with the Purchasing Department to issue a Request for Proposal for Written Translation as well as Telephonic and Video Remote Interpretation services. As a result, the COUNTY and the CONTRACTOR desire to extend the Agreement term to continue to provide these services during the RFP process.
 - E. The parties therefore agree to amend the Agreement as follows:
- 1. The CONTRACTOR, United Language Group, Inc. shall now be referred to as United Language Group, LLC. and is effective as of May 13, 2025.
 - 2. Extend the current term by six (6) months to ensure that translation and interpretation

services remain uninterrupted and increase the maximum compensation.

- 3. That the existing COUNTY Agreement No. A-24-504, Page One (1), Section One (1), Line Five (5) in reference to the CONTRACTOR'S name shall be deleted and replaced with "United Language Group, LLC".
- 4. That the existing COUNTY Agreement No. A-24-504, Page Two (2), beginning with Line Ten (10), and ending on Line Eighteen (18), shall be deleted in its entirety and replaced with the following:
 - "2. TERM The term of this Agreement shall commence on July 1, 2020, through and including December 31, 2025."
 - 5. That the existing COUNTY Agreement No. A-24-504, Page Three (3), Section Four (4) beginning with Line Twenty-Three (23), through Page Four (4) Line Five (5) shall be deleted in its entirety and replaced with the following:
 - **"4. COMPENSATION** For actual services provided as identified in the terms and conditions of this Agreement, COUTNY and IHSS PA agree to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Updated Revised Exhibit B, and in no event shall compensation for services performed under this Agreement be in excess of Four Million Three Thousand Five Hundred Forty-Five Dollars (\$4,003,545).

In no event shall compensation for services performed under this Agreement be in excess of Seven Hundred Forty-Seven Thousand Nine Hundred Sixty-Nine Dollars (\$747,969) for each twelve (12) month period (July 1, 2020 to June 30, 2021, July 1, 2021 to June 30, 2022, and July 1, 2022 to June 30, 2023). Should the term of this Agreement be extended for one (1) or two (2) additional years, in no event shall compensation for services performed under this Agreement be in excess of Seven Hundred Forty-Seven Thousand Nine Hundred Sixty-Nine Dollars (\$747,969) for each twelve (12) month period (July 1, 2023 to June 30, 2024 or July 1, 2024 to June 30, 2025). Should the term of the Agreement be extended by six (6) months, in no event shall compensation for services performed be in excess of Two Hundred Sixty-Three Thousand Seven Hundred Dollars (\$263,700). The cumulative total of the Agreement shall not be in excess of Four Million Three Thousand Five Hundred Forty-Five Dollars (\$4,003,545).

In the event the maximum compensation amount in any individual fiscal year as noted above, is not fully expended, said remaining unspent funding amounts shall rollover to each subsequent fiscal year's established compensation."

- 6. That all references in existing COUNTY Agreement No. A-24-504 to "Revised Exhibit B" shall be changed to read "Updated Revised Exhibit B," where appropriate, which is attached hereto and incorporated herein by this reference.
- 7. COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend Agreement No. A-24-504 and, that upon execution of this Second Amendment, the original Agreement, First Amendment and this Second Amendment, shall together be considered the Agreement.
 - 8. The CONTRACTOR represents and warrants to the COUNTY that:
 - a) The CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b). The individual signing the Amendment on behalf of the CONTRACTOR is duly authorized to do so and his or her signature on the Amendment legally binds the CONTRACTOR to the terms of this Amendment.
- 9. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Second Amendment shall become effective upon execution on the day first written hereinabove.

(SIGNATURE PAGE FOLLOWS)

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1 The parties are signing this Second Amendment on the date stated in the introductory clause. 2 3 CONTRACTOR: 4 **COUNTY OF FRESNO** UNITED LANGUAGE GROUP, LLC 5 6 Chairman of the Board, or President, or any Ernest Buddy Mendes, Chairman of the 7 Vice President Board of Supervisors of the County of Fresno 8 9 1550 Utica Avenue South ATTEST: 10 Minneapolis, MN 55416 Bernice Seidel Clerk of the Board of Supervisors 11 County of Fresno, State of California 12 13 For accounting use only: 14 15 Organization: 56107001 Account: 7870 16 Fund: 0001 17 Subclass: 10000 18 Organization: 5611 19 Account: 7295 Fund: 0001 20 Subclass: 10000 21 22 23 24 25 26

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ULG Rate Sheet

Translation Services¹

USD Price Per Word	TRANSLATION			
ENGLISH:	RATE PER WORD OR	4-8 HOUR RUSH	24 HOUR RUSH	INVERSE
INTO LANGUAGE Armenian	ASIAN CHARACTER 0.17	CHARGE 0.26	CHARGE 0.21	TRANSLATION RATE 0.21
Cambodian	0.17	0.21	0.21	0.18
Hmong	0.14	0.38	0.18	0.18
Lao	0.23	0.33	0.31	0.29
Punjabi	0.16	0.24	0.20	0.20
Spanish	0.10	0.18	0.20	0.20
Vietnamese	0.12	0.20	0.15	0.10
Cantonese	0.13	0.20	0.16	0.17
Mandarin	0.13	0.20	0.16	0.17
Russian	0.13	0.18	0.15	0.16
Tagalog	0.16	0.24	0.20	0.20
Albanian	0.16	0.24	0.20	0.20
Amharic	0.23	0.35	0.29	0.27
Arabic	0.13	0.20	0.16	0.17
Bengali	0.23	0.35	0.29	0.27
Burmese	0.19	0.29	0.24	0.23
Creole	0.23	0.35	0.29	0.27
Dari	0.19	0.29	0.24	0.23
Falam	0.22	0.33	0.28	0.26
Farsi	0.18	0.27	0.23	0.22
French	0.17	0.26	0.21	0.21
Fulani	0.23	0.35	0.29	0.27
Georgian	0.18	0.27	0.23	0.22
Haitian	0.19	0.29	0.24	0.23
Indonesian	0.15	0.23	0.19	0.19
K'iche	0.19	0.29	0.24	0.23
Kabyle	0.23	0.35	0.29	0.27
Kagchikel	0.18	0.27	0.23	0.22
Karen (both dialects)	0.25	0.38	0.31	0.29
Khmer	0.14	0.21	0.18	0.18
Malayalam	0.13	0.20	0.16	0.17
Mam	0.18	0.27	0.23	0.22
Mandingo	0.23	0.35	0.29	0.27
Nepali	0.15	0.23	0.19	0.19
Pashto	0.23	0.35	0.29	0.27
Portuguese	0.13	0.20	0.16	0.17
Q'eqchi'	0.18	0.27	0.23	0.22
Soninke	0.24	0.36	0.30	0.28
Swahili	0.20	0.30	0.25	0.24
Tajik	0.23	0.35	0.29	0.27

¹ ULG Supports 125 Languages for Translation, additional pricing available upon request.

USD Price Per Word	TRANSLATION				
ENGLISH: INTO LANGUAGE	RATE PER WORD OR 4-8 HOUR RUSH 24 HOUR RUSH INVERSE ASIAN CHARACTER CHARGE CHARGE TRANSLATION RATE				
Tedim	0.23	0.35	0.29	0.27	
Tigrinya	0.19	0.29	0.24	0.23	
Ukrainian	0.13	0.20	0.16	0.17	
Urdu	0.19	0.29	0.24	0.23	
Uzbek	0.21	0.32	0.26	0.25	

USD Price Per Hour	PROOFREADING/EDITING			
LANGUAGES	RATE 4-8 HOUR RUSH 24 HOUR RUSH INVERSE PER HOUR CHARGE CHARGE TRANSLATION RATE			
All Languages	50.00	75.00	65.00	50.00

USD Price Per Hour	OTHER SERVICES				
LANGUAGES	SERVICE RATE RUSH RUSH TRANSL			INVERSE TRANSLA- TION RATE	
	Desktop Publishing	50.00	75.00	65.00	50.00
All Languages	Quality Control	50.00	75.00	65.00	50.00
	Project Management ²		5'	%	

Interpretation Services³

OVER-THE -PHONE-INTERPRETATION (OPI)	USD Price Per Minute
LANGUAGE: ENGLISH INTO	MINUTE
Spanish	0.57
AOL ⁴	0.67
Flat Rate (All Languages)	0.62
Flat Rate (All Languages) ⁵	0.60

VIDEO-REMOTE-INTERPRETATION (VRI)	USD Price Per Minute	
LANGUAGE: ENGLISH INTO	MINUTE	
Spanish	1.29	
AOL ⁴	1.57	
ASL	1.99	

² Applied to projects as a percentage of the overall project cost.

³ ULG Supports over 200 Languages for Interpretation, additional pricing and languages available upon request.

⁴ AOL = All Other Languages.

⁵ If the County of Fresno can guarantee a Spanish volume of 65% or above, the rate would drop to \$0.60.

COUNTY AND IHSS PA BUDGET AMOUNTS-

Written Translation and Telephonic/Video Remote Interpretation Services Contract Term July 1. 2020 through June 30, 2025

Total Maximum Not To Exceed Amount Per 12-Month Term: \$747,969

Department of Social Services

Organization Number	Total	
56107001	\$ 644,269.00	

IHSS Public Authority

Organization Number	Total	
5611	\$ 3,300.00	

Department of Behaviorial Health

Organization Number	Total
56300010	
56302010	
56302011	
56302080	
56302081	
56302100	
56302110	
56302111	
56302156	
56302200	
56302230	
56302246	
56302666	
56302820	
56302830	
56302920	
56302999	
56304311	
56304312	
56304315	
56304316	
56304622	
56302240	
56304710	
56304761	
56304792	
	\$ 35,000.00

Department of Public Health

Organization Number	Total	
5620	\$ 47,000.00)

Department of Public Works & Planning

Organization Number	Total
9140	
9015	\$ 3,000.00
7205	

Probation Department

Organization Number	Total	
3430	\$	400.00

County Clerk/Registrar of Voters Department

Organization Number		Total	
285001	00 \$		10,000.00

Department of Agriculture

Organization Number	Total	
40101014	\$	5,000.00

COUNTY and IHSS PA BUDGET AMOUNTS-Written Translation and Telephonic/Video Remote Interpretation Services Contract Term July 1, 2025 through December 31,2025

Total Maximum Not To Exceed \$263,700

Department of Social Services

Organization Number	Total
56107001	\$ 218,879.00

IHSS Public Authority

Organization Number	Total
5611	\$ 1,121.00

Department of Behaviorial Health

Organization Number	Total
56300010	
56302010	
56302011	
56302080	
56302081	
56302100	
56302110	
56302111	
56302156	
56302200	
56302230	
56302246	
56302666	
56302820	
56302830	
56302920	
56302999	
56304311	
56304312	
56304315	
56304316	
56304622	
56302240	
56304710	
56304761	
56304792	
	\$ 20,000.00

Department of Public Health

Organization Number	Total
5620	\$ 16,500.00

Department of Public Works & Planning

Organization Number	Total
9140	
9015	\$ 1,000.00
7205	

Probation Department

Organization Number	Total	
3430	\$	200.00

County Clerk/Registrar of Voters Department

Organization Number	Total	5 000 00
28500100	 \$	5,000.00

Department of Agriculture

Organization Number	Total	
40101014	\$	1,000.00