

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065
 FAX: (916) 568-3145

PURCHASE ORDER NO B114528
CHANGE ORDER

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS
 AND CONDITIONS.

Date	Revision	Page
08/13/2013	3 - 03/20/2014	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
769254 MCHARQUET POONV	04ASPH	

Vendor: 0000023342
 ACCESS LANGUAGE CONNECTION
 P O BOX 1658
 RANCHO CORDOVA CA 95741

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

email:

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	FL.VS.DSPS 428H BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR 7/1/2013 - 6/30/14	1.00	LOT	119,467.00	119,467.00	05/01/2014
2- 1	FL.VI.VTEA 316E BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR 7/1/2013 - 6/30/14	1.00	LOT	7,000.00	7,000.00	05/01/2014
3- 1	FL.VS.DSPS 101E BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR 7/1/2013 - 6/30/14	1.00	LOT	30,000.00	30,000.00	05/01/2014
4- 1	FL.VS.DSPS 047S BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR 7/1/2013 - 6/30/14	1.00	LOT	4,794.00	4,794.00	05/01/2014

AUTHORIZED PERSONNEL :

KIM CARRILLO
 AIDEN ELY
 TIM MCHARGUE
 KATHLEEN KIRKLIN
 CHRISTY PIMENTAL

ENCLOSE SERVICE AGREEMENT # 45021 DATED 5/24/13 AND ADDENDUM 1

DO NOT SEND TO VENDOR

9/19/13 LINE 1 CHANGE DESCRIPTION, LINE 3 ADD NEW TOTAL \$97,855. VP

All shipments, invoices, and correspondence must be identified with our Purchase Order
 Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Shwalee 3/21/2014

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

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Date	Revision	Page
08/13/2013	3 - 03/20/2014	2
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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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3/4/14 INCREASE PO LINE 1 BY \$2,776.00 FOR NEW LINE TOTAL \$63,631.00 AND PO TOTAL \$100,631.00 PER J.HARMAN - TF

4/20/14 INCREASE LINE 1 BY \$55,836.00 TO \$119,467.00 AND ADD A NEW LINE FOR \$4794.00 AGAINST PROJ/GRT 047S FOR A NEW PO TOTAL OF \$161,261.00 PER J.HARMAN - KJK

Sub Total Amount	161,261.00
Sales Tax Amount	0.00
Total PO Amount	161,261.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VS.DSPS	64200	00000	047S	4,794.00	2014
GENFD	5100	11	FL.VS.DSPS	64200	00000	101E	30,000.00	2014
GENFD	5100	12	FL.VI.VTEA	64200	00000	316E	7,000.00	2014
GENFD	5100	12	FL.VS.DSPS	64200	00000	428H	119,467.00	2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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JK Wald 3/21/2014

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BLANKET PO - CHANGE ORDER REQUEST

One Purchase Order per Form

*Submitted
3/20/14*

PO HEADER - COMPLETE ALL SECTIONS:

BPO#: B114528
(Enter PO# as it appears of BPO)

REQUEST DATE: 3/19/14

COLLEGE: FLC

VENDOR NAME: Access Language Connection

VENDOR#: 23342

Blanket Purchase Orders Require a Separate PO Line for each Budget Code Encumbered

CHANGE ENCUMBRANCE OF AN EXISTING PO LINE - Do Not Enter Budget Codes:

INCREASE **PO LINE#: 1** **AMOUNT: \$55836.00**
(Required)

DECREASE **PO LINE#: [REDACTED]** **AMOUNT: [REDACTED]**
(Required)

CLOSE PO LINE(S): [REDACTED] (Enter ALL BPO Lines to be Closed).

ADD A NEW PO LINE & BUDGET – COMPLETE AMT, DESC, AND BUDGET CODE:
(All Fields Required)

ADD NEW PO LINE - AMOUNT: \$4794.00

NEW LINE: DESCRIPTION:

FL.VS.DSPS 047S BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR 7/1/2013 - 6/30/14

NEW LINE BUDGET: GENFD 5100 11 FL.VS.DSPS 64200 00000 2014 047S

CHANGE AREA/DEPT AUTHORIZATIONS:

ADD AUTHORIZED PERSONNEL: [REDACTED]

DELETE AUTHORIZED PERSONNEL: [REDACTED]

NEW PO TOTAL = \$161,261.00 (Do Not Enter if this change is for a CW/BPO)

PO COMMENTS: [REDACTED]

REQUESTED BY: Kim Carrillo
(Required)

DEPT: VPSS
(Required)

DO NOT SEND CHANGE ORDER TO VENDOR - (For BSO Use Only)

Email Completed BPO Change Order Form to FLC BSO Attn: Brenda Haney at haneyb@flc.josrios.edu
Must be submitted as a single page Word.doc attachment to your email. Do not paste into body of email.

*submitted
2/25/14*

Change Order Request

PO # B114528

Request Date: 02/25/14

College/Dept: FLC

Vendor Name ACCESS LANGUAGE

Vendor #23342

CHANGE BLANKET PO:

INCREASE - LINE# 1 AMOUNT BY: \$2,776.00

DO NOT SEND CHANGE ORDER TO VENDOR

New PO Total = \$100,631.00

Comments to be added: Increase requested by K. Carrillo

OTHER:

Completed should be forwarded via e-mail by an **authorized signer** to the **DO – Purchasing** mailbox.

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AUTHORIZED PERSONNEL :

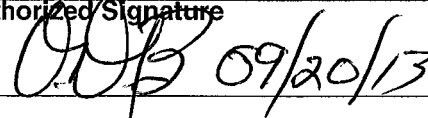
KIM CARRILLO
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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

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Sub Total Amount	97,855.00
Sales Tax Amount	0.00
Total PO Amount	97,855.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VS.DSPS	64200	00000	101E	30,000.00	2014
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[Handwritten Signature] 09/20/13

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Change Order Request

*Submitted
9/18/13*

PO # B114528

Request Date: 09/18/13

College/Dept: FLC

Vendor Name ACCESS LANGUAGE

Vendor #0000023342

CHANGES TO BLANKET PO:

CHANGE DESCRIPTION LINE# 1 TO:

FL.VS.DSPS 428H BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR
7/1/2013 - 6/30/14

ADD LINE# 3

AMOUNT: \$30,000.00

DESCRIPTION:

FL.VS.DSPS 101E BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES AT FLC MAIN CAMPUS, ELDORADO CENTER AND RANCHO CORDOVA CENTER @\$48 PER HOUR
7/1/2013 - 6/30/14

BUDGET: GENFD 5100 11 FL.VS.DSPS 64200 0000 2014 101E

DO NOT SEND CHANGE ORDER TO VENDOR

New PO Total = **\$97,855.00**

Comments to be added: Requested by K. Carrillo

OTHER:

Completed should be forwarded via e-mail by an **authorized signer** to the **DO – Purchasing** mailbox.

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AUTHORIZED PERSONNEL :

KIM CARRILLO
AIDEN ELY
TIM MCHARGUE
KATHLEEN KIRKLIN
CHRISTY PIMENTAL

ENCLOSE SERVICE AGREEMENT # 45021 DATED 5/24/13 AND ADDENDUM 1

Sub Total Amount	67,855.00
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5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District

Requisition

Page _____ of _____

2013/2014

Req. No. **789254**

P.O. NO. _____

Vendor Code 23342
Approved
Terms
F.O.B.

DATE May 29, 2013

VENDOR Access Language Connection

ADDRESS P.O. Box 1658

CITY Rancho Cordova STATE CA ZIP 95641

PHONE 916-541-2300 FAX _____

DELIVERY INSTRUCTIONS	
04ASPH Location Code	
Folsom Lake College DSPS College/District Location	Department
Student Services	Date Required <u>7/1/13</u>

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	Blanket purchase order for Interpreting				
2	services. July 1, 2013 December 30, 2013 <u>JUNE 30, 2014</u>				
3	@ \$48/hour.				
4	Authorized signers: Kathleen Kirklin				
5	Tim McHargue				
6	Aiden Ely				
7	Kim Canillo				
8	Christy Pimental				
9	<i>[Signature]</i>				
10	<i>[Signature]</i>				
11	RY Bill 3304 - set up PO lines as shown				
12	on PY PO copy attached				
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		DSPS	Sales Tax
This purchase is in compliance with the requirements of _____		Program Name	Total
<i>[Signature]</i> For grants/special projects Program Director/Coordinator Signature		Project/Grant Number	
Program Goal/Objective Number/Explanation Services to students with disabilities		428H + 316E	67,855

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: *[Signature]* TYPED/PRINT: _____ DATE: 5-30-13

REQUESTED BY: *[Signature]* SIGNATURE: _____ DATE: 5-30-13

AUTHORIZED: *[Signature]* DEAN OR AUTHORIZED SIGNATURE: _____ DATE: 6/1/13

APPROVED: *[Signature]* VICE PRESIDENT, ADMINISTRATION: _____ DATE: 6/4/13

PO LINE #1

Bus.	Unit	Account*	Fund	Org	Amount
60	FD	5100	12	FL.US.DSPS	
64200	0000	2014	428H		\$ 60,855

PO LINE #2

Bus.	Unit	Account*	Fund	Org	Amount
60	FD	5100	12	FL.VI.VTEA	
64200	0000	2014	316E		\$ 7,000

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____



6/5 to DO/Chancellor p/ Routing Sheet.

2013/2014

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM SCC OTHER _____

Agreement/Contract With: Access Language Connection

State the business terms of agreement: Sign language interpreting services for students at Folsom Lake College, EDC and RCC

This agreement consists of the following documents: Req # 769254, SA#45021, SA-Agreement for Professional Services-Effective 7/1/2013 with Addendum#1, SA Checklist, SA Certification

Funding Source: DHH fund & VTEA Amount \$ 60,855(428H) & \$7,000 (316E)

GENFD 5100 12 FL.VI.VTEA 64200 00000 316E GENFD 5100 12 FL.VS.DSPS 64200 00000 2014 428H

I have read and agree with the terms of this agreement:

By: [Signature]
Area Manager/Supervisor
Aiden Ely
(Print Name)

Date: 6/3/13

College VPA, DO, FM, Director
I approve as to Substance

By: [Signature]
Kristina Reebler
(Print Name)

Date: 6/4/13

General Services

By: [Signature]
Director, General Services

Date: 06/13/13

General Counsel (When necessary)

- Changes necessary as specified on the document or on the attached memorandum.
- Approved as to form.

By: _____
General Counsel

Date: _____

Los Rios Community College District

By: [Signature]
 Deputy Chancellor Vice Chancellor, Ed & Tech.

Date: 6/14/13

6-13-13 Please return to me after review/signature [Signature]

LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. 4502

Attachment to Purchase Order No. _____

This Agreement entered this 24 day of May 2013 by and between the Los Rios Community College District (District) and
(CONTRACTOR) William Syllioaser CONTRACTOR No. _____ Social Security No. N/A

Business Name (if different) Access Language Connection FIN No. 20-0737730

Check One: Sole Proprietorship _____ Partnership Corporation _____ Check One: U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____

Telephone No. 916-541-2300 (SSN or FIN No. must be provided for payment)

Address P.O. Box 1658 City and State Zip Rancho Cordova, CA 95741

Are you now or have you been an employee of the District? Yes No _____ If yes, Date 1998 Location ARC

Are you related to an employee of the District? Yes _____ No If yes, who _____

GENERAL CONDITIONS:

1. **Scope of Work.** CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 7/1/13 to (date) 6/30/14 CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 67,855 during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are upon receipt of invoice Net 30 days. Payment will be made to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. **Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

4. **Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: Agreement for Professional Services. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties. Effective 7/1/13 with Addendum #1.

5. **Independent CONTRACTOR not Agent.**
- a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
 - b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
 - c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
 - d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
 - e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
 - f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
 - g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
 - h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Access Language Connection

Signature of CONTRACTOR _____ Date 5/24/13 Requisition # 769054

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

AGREEMENT FOR PROFESSIONAL SERVICES
Access Language Connection
Sign Language Interpretive Services for Educational Settings

THIS AGREEMENT, made and entered into this first day of July, 2013, by and between Los Rios Community College District, a local agency, by and through Folsom Lake College, ("the DISTRICT") and, Access Language Connection ("Vendor").

I. OVERVIEW

Folsom Lake College Disabled Student Program and Services (DSP&S) provides support services, specialized instruction, and educational accommodations to students with disabilities so that they can participate as fully and benefit as equitably from the college experience as their non-disabled peers. Among the many services provided is the delivery of interpreter services for hearing-impaired or deaf students. By this Agreement, College seeks professional interpretive services for deaf and hard of hearing students for classroom instruction, meetings, and other relevant College business held in various locations throughout our service area.

II. TERM

The term of this Agreement shall be one year commencing on July 2013, and terminating on June 30, 2014. This Agreement may be renewed for one year on July 1 thereafter. Contract renewal will be based upon mutual written agreement between the College and the Vendor, signed by both parties.

III. TERMINATION

The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Vendor. Upon notice of termination, Vendor shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay Vendor only the following amounts: (A) the hourly rates for all those hours worked up to the notice of termination.

IV. SCOPE OF WORK

The Vendor will provide services described in Section V, Performance Specifications, at the times and at the locations requested by the District in writing.

V. PERFORMANCE SPECIFICATIONS

A. Required Services

The Vendor will be responsible for providing the following services:

1. Provide interpreter services.
2. Provide interpreter services for deaf and hard-of-hearing individuals on an as-required basis that may include but are not limited to: meetings, trainings, classes, and field trips.
3. Interpret/transliterate responses from source language to target language and interpret/transliterate approximate or exact message of speaker into specified language, orally or by using sign language for hearing impaired/deaf.
4. Interpret or transliterate American Sign Language (ASL) into spoken language and interprets or transliterates from the spoken language to American Sign

5. Language using the mode or means of communication style that is most appropriate for a student or group of students.
6. Meet as needed with other DSP&S staff to ensure services are appropriate and consistent.
7. Prepare for interpreting session by reviewing appropriate textbooks, notes, and/or videos. Listens to statements of speaker to ascertain meaning and reads written material.
8. Promote cross-cultural communication through an understanding of the Deaf/Hard of Hearing culture.
9. Adhere to established procedures at each college for checking in/out with the DSPS office and/or maintains adequate records required to verify dates and hours of service.
10. Adhere to the Registry of Interpreters for the Deaf Inc. (RID) Code of Professional Conduct.
11. Accept assignments from authorized College personnel.
12. Place of performance for any professional service may be at any of the College locations.

B. Confidentiality and Ethics

In the course of performing services, the parties recognize that Vendor and its staff may come in contact with or become familiar with information to which the College considers confidential. This information may include, but not limited to, information pertaining to students. Vendor and its staff shall to keep all such information confidential and not discuss or divulge any information to anyone other than the appropriate designee of the College. Vendor shall maintain complete confidentiality regarding any and all information being interpreted as well as transliterated or transcribed. Vendor must convey and disseminate all information in a timely manner, using the language most readily understood within each interpretive setting. Vendor shall not counsel, advise, or interject personal opinion into any aspect of interpretive or translation event.

C. Requirements

1. Certification

Vendor must provide certification for each of its interpreters of at least one of the following:

- a. National Association of the Deaf (NAD) Level 4
- b. Registry of Interpreters of the Deaf (RID) Certification of Interpretation (CI)
- c. RID Certification of Transliteration (CT)
- d. RID Oral Transliteration Certification (OTC)
- e. RID Comprehensive Skills Certificate (CSC)
- f. National Interpreter Certification (NIC)
- g. Education Interpreter Performance Assessment (EIPA) Level 4 Middle school/high school only

College will not accept from the agency any non-certified interpreters, interpreters with non-passing EIPA scores, or student interpreters at any time.

2. Scheduling

- a. Interpreters must be available 7:00 a.m. - 10:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturdays and Sundays.
- b. Vendor must provide twenty-four (24) hours notice of its cancellation of a scheduled assignment.

3. Billing

- a. Billing rate shall not exceed \$52 per hour/ per interpreter.
- b. Billing increments shall not exceed 15 minutes after a 2-hour minimum.
- c. Vendor shall not charge differential fees (e.g. for daytime, evening, weekend hours).
- d. Vendor shall not charge the two-hour billing minimum if an interpreter is at the same College location assigned for more than one assignment that is back-to-back (i.e. 9:00-10:30 a.m.; 10:30-12:00 p.m. = 3 hours, not 4).
- e. Vendor shall not charge for travel, except that travel to locations other than the main campus and its centers that requires the interpreter to drive their own vehicle (e.g. field trips) shall be billed in 15 minute increments, or mileage paid following the Federal reimbursement schedule. Such travel requires prior approval by the DSPS coordinator or supervising Dean.
- f. Vendor shall not charge last-minute/unapproved request fees.
- g. If a student does not show up to the assignment, Vendor shall charge College at one-half the rate of direct service.
- h. Vendor shall not charge for cancellations with 24 hour notice. Notice shall be given by telephone, email, or facsimile.
- i. Vendor shall not charge for work performed beyond the contracted time without specific written approval by authorized College personnel.
- j. Vendor shall not bill the College for errors made by the Vendor (i.e. not cancelling in advance after receiving our notification) or its service providers (i.e. no-shows).
- k. Within thirty (30) days of completion of Vendor's services under this Agreement, Vendor shall submit to College a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, College shall pay the Vendor within thirty (30) days thereof.

4. Other Requirements

- a. Vendor and its interpreters will comply with the College's policies and procedures.
- b. Vendor and its interpreters shall have basic familiarity with various subject matter and classroom activity as taught by community colleges.
- c. Vendor and its interpreters shall have familiarity with culture of American deaf and hard-of-hearing persons.
- d. Vendor and its interpreters shall implement correct and proper English usage, vocabulary, and spelling.
- e. Vendor and its interpreters shall learn technical vocabulary of various technical disciplines from textbooks, handouts, and other materials.
- f. Vendor shall allow interpretive practitioner students to observe.

- g. Vendor and its interpreters shall accept re-assignment by the assigning authorized personnel if deemed necessary or in an assignment cancellation is received and acknowledged with a 24-hour period.

VI. CRIMINAL BACKGROUND CHECK AND TUBERCULOSIS SCREENING

- A. In accordance with Education Code section 88024, Vendor shall conduct a criminal background check of any of its personnel it intends to work at College or with College's students and shall provide written certification to Los Rios Community College District that those persons have not been convicted of a violent or serious felony as defined by statute, and does not have a criminal action pending upon charges of a commission of a violent or serious felony as defined by statute.
- B. Vendor shall also certify in writing that any of its personnel it intends to work at College or with College's students have been tested and cleared of tuberculosis.

VII. INDEMNITY

- A. Vendor shall defend, indemnify, and save harmless College (defined for purposes of this paragraph to include its Board of Trustees, Trustees, officers, agents, members, employees, and volunteers, and each of them,) of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in equity, of every kind and nature whatsoever arising out of, alleged to have arisen out of, or relating in any way to Vendor's negligence, recklessness, or intentional acts or omissions in the work to be performed under this Agreement.
- B. College shall defend, indemnify, and save harmless Vendor (defined for purposes of this paragraph to include its officers, agents, members, employees, and volunteers, and each of them,) of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in equity, of every kind and nature whatsoever arising out of, alleged to have arisen out of, or relating in any way to College's negligence, recklessness, or intentional acts or omissions in the work to be performed under this Agreement.
- C. Where the fault of both parties is implicated by this indemnity clause, it is the intent of this document that both parties shall participate in the defense, indemnity, and hold harmless obligations in relation to their percentage of fault.

VIII. PROTECTION OF CONFIDENTIAL DATA

- A. Vendor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that

receives education record information from College may use the information, but only for the purposes for which the disclosure was made.

- B. **Definition:** Covered data and information (CDI) includes paper and electronic student education record information supplied by LRCCD to the Vendor.
- C. **Acknowledgment of Access to CDI:** Vendor acknowledges that the Agreement allows the VENDOR access to CDI.
- D. **Prohibition on Unauthorized Use or Disclosure of CDI:** Vendor agrees to hold CDI in strict confidence. Vendor shall not use or disclose CDI received from or on behalf of LRCCD except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by LRCCD. Vendor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
- E. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return all CDI to LRCCD or, if return is not feasible, destroy any and all CDI. If the Vendor destroys the information, the Vendor shall provide LRCCD with a certificate confirming the date of destruction of the data.
- F. **Remedies:** If LRCCD reasonably determines in good faith that Vendor has materially breached any of its obligations under this contract, LRCCD, in its sole discretion, shall have the right to require Vendor to submit to a plan of monitoring and reporting; provide Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, LRCCD shall provide written notice to Vendor describing the violation and the action it intends to take.
- G. **Maintenance of the Security of Electronic Information:** Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of LRCCD. These measures will be extended by contract to all subVendors used by Vendor.
- H. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Vendor shall, within one day of discovery, report to LRCCD any use or disclosure of CDI not authorized by this agreement or in writing by LRCCD. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by LRCCD.

IX. INSURANCE

During the entire term of this Agreement, Vendor shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall name the DISTRICT as additional insureds.

- A. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of Vendor's services under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by College. Vendor's insurance coverage shall be primary insurance with respect to the College. Any insurance or self-insurance maintained by College shall be in excess of Vendor's insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the College. At least fifteen (15) days prior to commencing work under this Agreement, Vendor shall provide College with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, Vendor shall furnish copies of any and/or all of the required insurance policies.

X. EQUAL OPPORTUNITY

Vendor, for itself, its subcontractors, assignees and successors in interest, agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status, or citizenship. Vendor agrees to notify its subcontractors of the requirements of this section.

XI. COMPLIANCE WITH LAWS; ATTORNEYS FEES; SUCCESSORS

Vendor shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County where the work is performed. In any civil action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

XII. INTEGRATION, AMENDMENTS

This is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.

XIII. NOTICES

Any notices to parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

Folsom Lake College 10 College Park Way, Folsom CA 95630, Aiden Ely, (916) 608-6768

and fax (916) 608-6732.

Access Language Connection, P.O. Box 1658, Rancho Cordova, CA 95741, William "Bill" Sylliaasen-Lee, (916) 541-2300 fax (916) 525-9291.

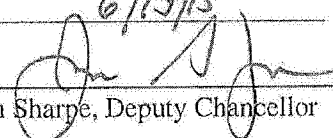
Notices of cancellation may be made by telephone at the above numbers. Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

XIV. ASSIGNMENT PROHIBITED

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Los Rios Community College District

Date: 6/13/13

By: 
Jon Sharpe, Deputy Chancellor

Access Language Connection

Date: May 30, 2013

By: 
William "Bill" Sylliaasen-Lee, Owner

Access Language Connection

P.O. Box 1658
Rancho Cordova, CA 95741
(916) 541-2300

Access Language employs only highly qualified Interpreters and Real Time Captioners. All contracted Interpreters and Captioners adhere to a strict Code of Professional Conduct that ensures the utmost in confidentiality and professionalism. Contracted Interpreters and Captioners will be fingerprinted and background checked.

Policies and Procedures:

- ◆ Interpreting services for educational/business settings are billed at a rate of \$48.00 per interpreter with a two hour (2) minimum. After this 2 hour minimum, time is billed in fifteen minute increments.
- ◆ The Two (2) hour minimum will not be charged if an interpreter is at the same College campus and is assigned for more than one assignment that is back to back (ie: 9:00-10:20am.; 10:30am-11:50am. = 3 hours, not 4).
- ◆ Captioning services for educational/business settings are billed at a rate of \$75.00 per Captioner with a two-hour minimum. After the second hour, time is billed in half-hour increments. Transcripts will be provided with a ½ (.5) hour for every hour of class edit time charge.
- ◆ All spoken languages, other than English, are billed at a rate of \$50 per hour with a two (2) hour minimum.
- ◆ Billing is for the full time scheduled, other than student no-shows (refer to item below), time will be billed for the time scheduled.
- ◆ Services for students who are getting tutoring services from interpreters will be billed at a rate of \$48/hour with a two (2) hour minimum.
- ◆ Assignments exceeding one (1) hour of continuous interpreting will require the services of two interpreters. If this is the case, the hourly rate shall be per interpreter.
- ◆ Assignments at satellite campuses (El Dorado Center, Rancho Cordova, etc.) will not have a charge for travel.
- ◆ Cancellation of assignments must be received by 5:00 pm one business days prior to the assignment date. If cancellations are received after this time, or if the client is a no-show your district will be billed for the one half the scheduled time.
- ◆ Billing invoices are generated at the completion of the assignment(s) and payment is due within 30 days.
- ◆ Travel in excess of normal and customary (to satellite campuses) shall be billed in 15 minute increments, or mileage paid following the Federal reimbursement schedule, based upon prior approval of DSPS coordinator. (e.g. travel to Lake Tahoe for a required classroom field trip, where the interpreter is required to drive their own vehicle to the location of the assignment)

Interpreters and/or Captioners may be scheduled by:

- Phone: (916) 541-2300
- E-mail: accesslanguage@frontiernet.net
- Our web site:

We look forward to having the opportunity to work with you, your district, and your students. If you have any questions please feel free to contact us.

Sincerely,

William Sylliaasen, Owner

LOS RIOS COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- | | Y
<input type="checkbox"/> | N
<input type="checkbox"/> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.) <u>Intermittent</u> _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:
Less than 25% <input checked="" type="checkbox"/> Between 25% & 50% _____ Over 50 % _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:

Originator: *[Signature]* Date: 4/3/13

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No 7109254

Description of Services _____

Real-time Captioning Services

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

Section I

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

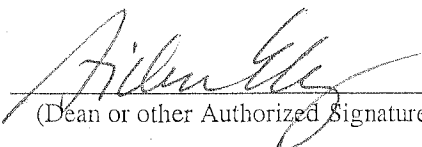
- | | Yes | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Section II

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. There clearly will be actual overall cost savings. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. The contract must be publicly bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by: 
(Dean or other Authorized Signature)

Date: 6/3/13



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CT

DATE (MM/DD/YYYY)

08/09/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. H. Insurance Brokerage Services Co., Inc. 100 Madison St, Suite 100 Syracuse, NY 13202-2704 Gary Meyer	315-234-7500	CONTACT NAME:	
	315-234-7508	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	ACCES-2
		INSURER(S) AFFORDING COVERAGE	
INSURED Access Language Connection William Sylliaasen P.O. Box 1658 Rancho Cordova, CA 95741	INSURER A:		Philadelphia Ind Ins Co
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

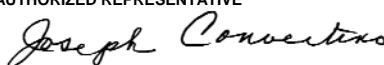
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		PHSD791961	01/01/13	01/01/14	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMPI/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			PHSD791961	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			PHSD791961	01/01/13	01/01/14	Per Claim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Los Rios Community College District is named as an Additional Insured on a primary basis with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

LOSRIOS Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESSOWNERS POLICY-ELITE ENHANCEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Part 1: Property Coverage Enhancements:

The following amendments are a part of the BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM:

1. Increased Glass Limits

Section A. Coverage, item 4.b. is replaced by:

- b. With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of an outdoor sign, we will not pay more than \$3,000 for the total of all loss or damage in any one occurrence.
This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

2. Increased Fire Department Service Charge

Section A. Coverage, item 5.c. is replaced by:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$3,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

3. Reduced Waiting Period and Longer Duration for Civil Authority Coverage

Section A. Coverage, item 5.i. is replaced by:

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 48 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 5 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends; whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

4. Broadened Personal Property Coverage

Section A. Coverage, item 1.b., the first paragraph is replaced by:

- b. Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,250 feet of the described premises, including:

5. Increased limits for Personal Property Off Premises

Section A. Coverage, item 6.b. is replaced by:

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

6. Increased limits for Outdoor Property

Section A. Coverage, item 6.c. is replaced by:

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

7. Fire Extinguisher Recharge

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is \$3,000.

No deductible shall apply to this coverage.

8. Business Income Enhancement

Section A. Coverage, item 5. Additional Coverages, section f. Business Income is amended as follows:

The reference to "60 days" as the limitation on payroll expenses is replaced by "365 days."

9. Lock Replacement

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover necessary expense to repair or replace exterior or interior door locks of a covered building:

- a) If your door keys are stolen in a covered theft loss; or
- b) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension of \$250 for any one occurrence.

10. Removal of Sewer Backup Exclusion

Section B. Exclusions, item g(3) is amended to include:

Backups of sewers will not be excluded, but the most we will pay for such losses is \$500 in the policy period.

Part 2: Liability Coverage Enhancements:

The following amendments are a part of the BUSINESSOWNERS LIABILITY COVERAGE FORM:

1. Medical Payments

If Medical Payments Coverage (Coverage A.2.) is not otherwise excluded from this Coverage Part: The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section D) to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Supplementary Payments

In the Supplementary Payments – (Coverage A.1.d.):

1. The limit for the cost of bail bonds (item (2)) is changed from \$250 to \$500; and
2. The limit for loss of earnings (item (4)) is changed from \$250 a day to \$500 a day.

3. Blanket Additional Insureds

Who is An Insured (Section C) is amended to include the following, but only for liability arising out of the negligence of the Named Insured:

Each of the following is also an Insured:

- a. any Contractor, including contracting governmental entities, who hires you as their subcontractor;
- b. any person or organization who has an ownership interest in you;
- c. any lessor of leased equipment, who rents equipment to you, but only with respect to liability arising out of the maintenance, operation, or use by you, provided however that this

- item c. will not apply to (1) any occurrence which takes place after the equipment lease expires; nr (2) "Bodily Injury" or "Property Damage" arising out of the negligence of the lessor or contractor engaged to operate the leased equipment; and
- d. any owner, mortgagor, lessor, landlord, condominium association or manager of a premises leased by you, but only for "occurrences" that take place while you occupy the premises, provided however that this item d. will not apply to structural alterations, new construction, or demolition operations; and

With regard to parties applicable under items a. through d. above, the Insurer and the Named Insured agree to waive rights of recovery, as provided within the policy.

Nothing contained in this section C. shall serve to nullify matters excluded under section B. of the policy.

4. Bodily Injury - Mental Anguish

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

5. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

6. Employee Indemnification Defense Coverage

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A.1.d.**, the following is added:

- (8) We will pay on your behalf defense costs incurred by an "employee" in a criminal proceeding, provided, however that you must have a prior written agreement with such "employee" whereby you agree to indemnify the "employee" for such defense costs, and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment. The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$2,500 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

7. Amendment of Aggregate Limit

SECTION D.4. – Aggregate Limits, item B is replaced by:

- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is three times the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

8. Amendment to Watercraft Exclusion

Part B- Exclusions, item g.(2)(a) is amended by the following:

The phrase "less than 26 feet" is replaced by "less than 51 feet."

Part 3: Amendment of Conditions:

1. Other provisions of the policy notwithstanding, this policy will be primary for all losses covered herein, and the existence of other insurance will not serve to reduce our obligation.
2. You will have the right to waive our rights of recovery prior to a loss with respect to any party. This must be done in writing to affect our rights.