STATE OF CALIFORNIA

STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services / Office of Administrative Hearings

CONTRACTOR'S NAME
PALO VERDE COMMUNITY COLLEGE DISTRICT

2. The term of this Agreement is: through June 30, 2014

3. The maximum amount of this Agreement is: $48,000 (Forty Eight thousand Dollars and Nil Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C – General Terms and Conditions*	1 page
Exhibit D – Special Terms and Conditions	1 page
Exhibit E – Additional Provisions	0 pages

**Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language/default.htm.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* PALO VERDE COMMUNITY COLLEGE DISTRICT		
BY *(Authorized Signature)* Denise Whittaker	DATE SIGNED *(Do not type)* 4-17-12	
PRINTED NAME AND TITLE OF PERSON SIGNING Denise Whittaker, Interim Superintendent/President [denise.whittaker@paloverde.edu]		
ADDRESS One College Drive, Blythe, CA 92225		
STATE OF CALIFORNIA		
AGENCY NAME Office of Administrative Hearings		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Noah Valadez, Chief of Administration		☐ Exempt
ADDRESS 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833		

EXHIBIT A

SCOPE OF WORK

1. Upon request of PALO VERDE COMMUNITY COLLEGE DISTRICT (DISTRICT), Department of General Services Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the DISTRICT, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges.

   The DISTRICT agrees to provide copies of the applicable laws and ordinances governing the hearing to the OAH.

   In consideration of the performance of such services by OAH, the DISTRICT agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the DISTRICT agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

   The costs of OAH's services include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the DISTRICT. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

   The DISTRICT further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement it may have with a third party.

   The term of this contract is three years and may be extended by amendment. The contract is effective upon approval and execution of all signatures to this contract.

2. The services shall be performed at a location convenient for all parties.

3. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name: Noah Valadez	Name: Denise Whittaker, Interim Superintendent/President
Phone: 916-263-0550	Phone: 760-921-5499
Fax: 916-263-0545	Fax: 760-921-5590

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention: Kay Stubbings	Attention: Joyce E. Paul, Parker & Covert LLP
Address: 2349 Gateway Oaks Dr. Suite 200	Address: 17862 E. 17th St., Ste 204, E. Bldg
Sacramento, CA 95833	Tustin, CA 92780-2164
Phone: 916-263-0512	Phone: 714-573-0900
Fax: 916-263-0545	Fax: 714-573-0998

EXHIBIT B

1. INVOICING AND PAYMENT

A. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the DISTRICT agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the DISTRICT. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the DISTRICT to conduct these hearings will be paid out of the contract funds by the DISTRICT at the prevailing ALJ hourly rate. The Price Book is available at http://www.documents.dgs.ca.gov/ofs/PriceBook08/Pricebook.pdf.

B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which details all charges, expenses, direct and indirect costs.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. TERMINATION: The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The State may terminate this Agreement and be relieved of any obligations should the DISTRICT fail to perform the requirements of this Agreement at the time and in the manner herein provided.

5. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

6. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

7. SETTLEMENT OF DISPUTES: In the event of a dispute, DISTRICT shall file a "Notice of Dispute" with the Director of OAH within ten (10) days of discovery of the problem. Within ten (10) days, the Director of OAH shall meet with the DISTRICT for purposes of resolving the dispute. The decision of the Director of OAH shall be final.

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. The DISTRICT represents it is authorized to enter into this contract, as evidenced by the attached authorizing resolution.