CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made effective as of November 13, 2013 (the "Effective Date") by and between Palo Verde Community College("Client") and AMN Key Solutions ("AMN").

RECITALS

A. Client needs assistance implementing a public outreach and communications program to raise awareness of the Client's funding needs, evaluating the electoral feasibility of a Bond Measure through a community opinion survey and developing a potential measure for the ballot.

B. AMN is a professional consulting firm that provides public outreach and communication consulting and ballot measure electoral feasibility, services.

C. Client desires that AMN provide certain consulting services to Client with respect to a Bond Measure ("Bond Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Engagement of AMN. During the term of this Agreement, Client hereby engages AMN to perform the following services (collectively, "Services"):

a. Feasibility Assessment. AMN shall perform any of the following services as needed to assess the electoral feasibility of the Bond Measure for Client:

1) Develop potential Bond Measure strategies to meet Client's funding needs to be tested in polling;

2) Design, conduct and analyze an opinion survey of voters within Client's jurisdiction to assess the electoral feasibility of a Bond Measure;

3) Conduct a demographic analysis of voters within Client's jurisdiction and how they break into key sub-groups by age, ethnicity, political party, length of residency, and other key criteria;

4) Analyze past election results in the jurisdiction and region to understand voter turnout trends and other relevant voting patterns;

5) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Bond Measure; and

6) Make a specific recommendation regarding type of Bond Measure to pursue, optimal election date, election type (polling place or mail-in), tax rate, and other important Bond Measure features to the District.

b. Ballot Measure Development.

Prior to Approval of a Bond Measure by Client's governing body (the term "Approval" meaning the governing body having taken action to adopt a resolution or ordinance calling for an election with respect to the Bond Measure), AMN shall perform the services described in items 1-8 below, as needed, to assist Client in preparing the Bond Measure for the ballot, and within fourteen (14) days after Approval of a Bond Measure, AMN shall perform the services described in item 9 below, as needed, each of the services to be subject to Client's approval as required by Section 7 below:

1) Recommend a final tax rate;

2) Recommend the final the list of projects, to be funded by the measure and prepare messaging that clearly articulates how these projects will benefit from additional revenue provided by the measure;

3) Recommend procedures for the taxpayer accountability protections, including a process for an independent citizens' oversight committee;

4) Work with legal counsel to develop a resolution calling for the election;

5) Work with legal counsel to develop the 75-word ballot question;

6) Work with legal counsel to develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters;

7) Work with legal counsel and the City Clerk/County Registrar of Voters Office to assist Client in completing the process of qualifying for the ballot.

c. Public Information. Prior to, and up to fourteen (14) days after, Approval of a Bond Measure, AMN shall perform any of the following services as needed to raise awareness of Client's funding needs and the Bond Measure proposal, each of the services to be subject to Client's approval as required by Section 7 below:

1) Develop informational fact sheets to be distributed at community functions

2) Provide content related to the Bond Measure to be added to Client's website, included in email updates and added to newsletters

3) Prepare PowerPoint presentations for community meetings

4) Write, design, and produce mailings to educate, inform and engage voters

5) Develop strategies and plans to inform and engage key internal stakeholder groups

6) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others

d. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, AMN shall utilize its own employees and retain third party vendors pursuant to Section 3.b. AMN shall not be required to employ any additional personnel to assist AMN in the performance of AMN's duties. AMN may recommend that Client hire additional personnel to assist AMN. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not AMN. The foregoing shall not limit AMN's right to hire, pay, and / or discharge its own employees.

2. Term of Agreement. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the earliest of:

a. Fourteen (14) days after Approval of the Bond Measure.

b. Either party having terminated this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.

c. Termination of this Agreement by AMN at any time for non-payment of any amount owed to AMN under Section 3.

3. Compensation. In consideration for the Services to be rendered by AMN pursuant to this Agreement, Client shall pay the following fees to AMN:

a. Base Consulting Fee. AMN shall be paid a Base Consulting Fee of $3,000 per month, payable within 30 days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of service if less than a full calendar month.

b. Public Opinion Survey. AMN Key Solutions has developed a fixed-fee cost estimate to assess, develop, conduct and analyze the voter opinion survey as described within the proposal. The $15,000.00 cost shown is inclusive of all tasks needed to design and implement the voter survey. Fifty percent (50%) of the project

payment will be billed upon the client's receipt of the first draft of the survey instrument. The first payment is due once the questionnaire is finalized and the District is ready to field the survey. The remaining 50% will be billed upon approval of the final questionnaire, with the payment being due upon the District's receipt of the top line report.

c. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from AMN by Client according to the agreed upon schedule of prices, which is attached hereto as Exhibit 1 and incorporated herein by reference. The schedule of prices lists the entire cost of purchasing or renting media goods and services from AMN. AMN shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to AMN, or to the third party vendor at the discretion of AMN.

d. Reimbursement of Expenses. Client shall reimburse AMN for expenses incurred by AMN from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. AMN shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse AMN in full. Expenses billed to Client shall not exceed $1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.

4. Indemnification and Limitation of Liability.

a.Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's breach of any provision in this

Agreement, willful misconduct, negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party phone bank provider. For avoidance of doubt, AMN shall not have any liability arising from the use of materials approved by Client as provided in Section 7 hereof. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.

AMN's sole and maximum liability arising out of, or related to, this Agreement or the Services shall not exceed the upper limit of AMN's professional liability insurance coverage. AMN shall provide to Client a certificate of insurance confirming the amounts such of coverages and shall maintain such policies in full force and effect during the Term.In no event shall AMN be liable for indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to this Agreement or the Services.

Interest Clause. In the event that any amount owed to AMN is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30 day month, or the maximum amount permitted by applicable law, whichever is lower.

6. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of $500. AMN shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of $500 without verbal or written approval from Client. AMN shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

7. Approval of Materials. Client is responsible for giving final approval of materials developed by AMN for distribution to the public, including, without limitation, informational fact sheets, Client's website content related to the Bond Measure, PowerPoint presentations for community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent/Chancellor or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.

8. Termination Payments. Upon termination of this Agreement, Client shall pay AMN the following.

a. Base Consulting Fee. Client shall pay AMN on the termination date any Base Consulting Fee that is owed under Section 3.b for Services performed up to and including the date of termination.

C.Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay AMN on the termination date all amounts advanced by AMN pursuant to Section 3.c that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by AMN and any cancellation fees charged by such third party vendors.

b. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, AMN shall submit a final accounting of AMN's expenses pursuant to Section 3.d, and within ten (10) days thereafter, Client shall pay AMN for all expenses incurred on behalf of Client.

9. Proprietary Rights and Licenses.

a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "Developments" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of AMN and may be treated and dealt with by AMN as such without payment of any consideration to Client. The Development intellectual property rights shall include any

patents, copyrights, moral rights, trademarks, trade secrets, industrial design, mask works, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon AMN's request, shall execute such documents and instruments as AMN shall reasonably request as necessary to confirm and vest title to such Developments in AMN under any applicable law.

b. AMN hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the Client's jurisdiction for any legitimate civic purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

10. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by AMN under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that AMN does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.

11.Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and AMN, or cause AMN to be responsible in any manner for the debts and obligations of Client.

12. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any

alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before, an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.

13. Limited Warranty. AMN warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. AMN makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Bond Measure. AMN makes no warranty concerning, and is not responsible for, any services performed by third party phone banks. To the full extent permitted by law, all implied warranties are hereby excluded.

1. Arbitration. To the fullest extent permitted by law, any Dispute, as defined in Section 12, shall be settled by binding arbitration administered by the American Arbitration Association in Sacramento, California under its Commercial Arbitration Rules that are in effect at that time ("Rules"), which may be obtained from www.adr.org or from any AAA office. In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitration shall be governed by the laws of the State of California, including, but not limited to, the California Arbitration Act (Code of Civil Procedure § 1280 et seq.). The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 12.

The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties; provided that any award shall be reviewable for legal error, confirmation, correction or vacatur pursuant to California Code of Civil Procedure §1285 et seq. Any action to review the arbitration award shall be filed and maintained in a California state court of competent jurisdiction.

2. Assignment. Client shall not have the right to assign Client's rights or delegate Client's obligations under this Agreement without the prior written consent of AMN, which consent may be withheld. in AMN's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle AMN to terminate this Agreement.

14. Exclusivity of the Agreement. During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by AMN under this Agreement without the prior written approval of AMN. AMN's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.

15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.

16.Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

17. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.

18. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

19. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

20. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of anyone breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.

21. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

22. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via

facsimile have the same force and effect, and are considered the same as, originals.

WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

AMN Key Solutions

PROVIDER

By:_____

Name: Ann Nock:
Title: President
AMN Key Solutions

Address for Notices:
3035 Freeport Blvd. Suite 265,Sacramento CA 95818

CLIENT

By:_____

Name: Dr. Don Wallace
Title: Superintendent/President
Palo Verde Community College District

Address for Notices:
One College Drive, Blythe, CA 92225