STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: **$** 48,000.00
Forty Eight Thousand Dollars and No 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 pages
Exhibit C – General Terms and Conditions	1 pages

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

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY *(Authorized Signature)*

DATE SIGNED*(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Zackery P. Morazzini, Director and Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

BY *(Authorized Signature)*

DATE SIGNED*(Do not type)*

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

EXHIBIT A

SCOPE OF WORK

1. Upon request of _____ (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, 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, who may elect to hear the matter themselves.

   The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

   The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required.

   In consideration of the performance of such services by OAH, the Local Agency 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 Local Agency 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, ALJ hourly rates, any reasonable costs related to any requested accommodations, 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 Local Agency. 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 Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

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

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:

Office of Administrative Hearings	Local Agency:
Name: Alan Alvord	Name:
Phone: 619-525-4475	Phone:
Fax: 916-263-0545	Fax:
Email: Alan.Alvord@dgs.ca.gov	Email:

Direct all inquiries to:

Office of Administrative Hearings	Local Agency:
	Section/Unit:
Attention: Tim Dean	Attention:
Address: 2349 Gateway Oaks Dr. Suite 200	Address:
Sacramento, CA 95833	
Phone: 916-263-0653	Phone:
Fax: 916-263-0545	Fax:
Email: tim.dean@dgs.ca.gov	Email:

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency:
Section/Unit:
Attention:
Address:
Phone:
Fax:
Email:

EXHIBIT B

1. INVOICING AND PAYMENT

A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. 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 Local Agency. 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 Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at http://www.documents.dgs.ca.gov/oah/forms/Pricebook2013-14.pdf.

B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly 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.

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. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

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

5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.