

A G R E E M E N T

AGREEMENT #061-S9810
AMENDMENT I

THIS AGREEMENT, made and entered into on _____, at Sacramento, by and between the State of California, hereinafter called STATE, through its duly appointed Director of the Office of Administrative Hearings, and the COUNTY OF EL DORADO, hereinafter called COUNTY.

WITNESSETH:

WHEREAS, the services of the Office of Administrative Hearings, Department of General Services, may be needed by COUNTY for conducting hearings and issuing proposed decisions; and

WHEREAS, STATE has the authority to contract with COUNTY for the rendering of hearing services pursuant to Government Code Section 27727, and is amenable to the furnishing of such services when required personnel are available by STATE,

NOW THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Upon request of COUNTY, STATE will furnish the services of Administrative Law Judges to COUNTY for the purpose of conducting hearings under the authority of Government Code Section 27727. The assignment of Administrative Law Judges for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. In consideration of the performance of such services by STATE, COUNTY agrees to pay to STATE the cost of rendering such services. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by the Office of Administrative Hearings, and the Office of Administrative Hearings is unable to schedule the Administrative Law Judge for another case, COUNTY agrees to pay STATE for the original hearing time or until the Judge is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled administrative law judge in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued. Costs shall be computed in accordance with the rates set forth in the Department of General Services Price Book current with the term of this Agreement. STATE agrees to submit invoices for services which are rendered hereunder.

3. This Agreement commences effective the date of first above written and shall continue in full force and effect until either party shall notify in writing the other party of its determination to terminate the Agreement, which termination shall occur sixty (60) days after the mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF EL DORADO

Signature and Title
Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

OFFICE OF ADMINISTRATIVE HEARINGS

By: _____ Dated: _____

NOAH VALADEZ, Chief of Administration
(OAH 22, REV. 2/09)

4. The County officer or employee with responsibility for administering this Agreement is Judith Kerr, Interim Human Resources Director, or successor.

5. The total amount of this Agreement shall not exceed \$25,000, including every item of expense applicable to the services to be provided under the terms of this Agreement.