

INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon, acting by and through its **OFFICE OF ADMINISTRATIVE HEARINGS/EMPLOYMENT DEPARTMENT**, hereafter called **Contractor**, and **THE CITY OF PORTLAND FIRE AND POLICE DISABILITY AND RETIREMENT FUND**, hereafter called **Fund**.

Administrators of this agreement are:

Employment Department			
Administrator:	Karla Forsythe	Director:	Linda L. Jefferson
Title:	Chief Administrative Law Judge	Title:	Fund Director
Contractor:	Office of Administrative Hearings/Employment Department	Fund:	City of Portland Fire and Police Disability and Retirement Fund
Address:	PO Box 14020	Address:	Harrison Square Building 1800 SW First Ave., Ste 450
	Salem OR 97309-4020		Portland, Oregon 97201
Phone:	503-947-1919	Phone:	(503) 823-6823
Fax:	503-947-1920	Fax:	(503) 823-5166
Email:	karla.l.forsythe@state.or.us	Email:	linda.jefferson@portlandoregon.gov
		Federal ID#:	

1. Effective Date and Duration

This agreement shall become effective on the date at which every party has signed this agreement. Unless earlier terminated or extended, this agreement shall expire June 30, 2013.

2. Statement of Work

The Statement of Work, including the delivery schedule for the work, is contained in Exhibit A, attached hereto and by this reference made a part hereof.

3. Consideration

(a) Fund agrees to pay Contractor, the hourly rates as provided in Exhibit A, Statement of Work, paragraph 1, from available and authorized funds for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to Contractor under this agreement, which includes any allowable expenses, is \$100,000 per fiscal year; (b) Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Subcontracts

Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Fund's prior written consent. Fund's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

5. Amendments

This Agreement may be amended. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon two weeks' notice, in writing or delivered by certified mail or in person (14 consecutive calendar days).

B. The Fund may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the Fund under any of the following conditions:

1. If Fund funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Fund, fails to correct such failures within ten (10) days or such longer period as the Fund may authorize.

7. Funds Available and Authorized

The Fund certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the Fund's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions of this agreement.

9. Access to Records

The Fund, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts and transcript.

10. Compliance with Applicable Law

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Fund's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS, 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated by reference herein. Contractor will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English and Spanish appear on each work product.

11. Sensitive Information

Except for information that is already a matter of public record, CONTRACTOR shall not publish or otherwise disclose, except to Fund or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Information concerning the business of the Fund, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the Fund, shall be kept confidential. CONTRACTOR shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the CONTRACTOR designates as confidential.

12. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

SIGNATURES

**EMPLOYMENT DEPARTMENT
OFFICE of ADMINISTRATIVE HEARINGS**

By: *Laurie A. Warner*
Laurie A. Warner
OED Director, or her Designee

Date: 5/28/2010

**CITY of PORTLAND
BUREAU OF FIRE AND POLICE
DISABILITY AND RETIREMENT**

By: *Linda L. Jefferson*
Linda L. Jefferson
Director

Date: 6/2/2010

APPROVED AS TO FORM

Imela Heng
CITY ATTORNEY

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT**

Fund: CITY OF PORTLAND FIRE AND POLICE DISABILITY AND RETIREMENT FUND

STATEMENT OF WORK:**a. Statement of Work:****CONTRACTOR AGREES TO:**

1. Conduct on FUND's behalf all contested disability and pension claim hearings and appellate reviews arising from appeals or requests for hearing filed pursuant to the authorized activities of the FUND in the Charter of the City of Portland and referred to the CONTRACTOR by the FUND for that purpose in accordance with Charter provisions. Those services include, but are not necessarily limited to, the following:
 - promptly scheduling cases and issuing notices to parties for hearing in coordination with the FUND's Director, or appointed designee;
 - occasionally conducting expedited contested case hearings subject to adequate advance written notice to parties;
 - after considering the best interests of all participants, conducting the hearing or pre-hearing conference by telephone or in-person;
 - supply hearing officers who are members of the Oregon State Bar with relevant disability and/or pension training and experience;
 - promptly delivering to the parties and the Fund Director a copy of the final order;
 - promptly returning to FUND all records of the case upon issuance of the order by the hearing officer;
 - appoint a certified or qualified interpreter whenever it is necessary to interpret the proceeding to a non-English-speaking person or disabled participant in a hearing.
2. Unless authorized differently, issue only final orders, which orders shall issue within 30 consecutive calendar days after close of the record and shall comply with all requirements of statutes and administrative rules applicable to the FUND.
4. Hearing dates will be set as soon as reasonably practicable after referral. If FUND has an emergency, every effort will be made to set hearings as soon as possible.

THE FUND AGREES TO:

1. Reimburse the CONTRACTOR for these services at the following rates: management and hearing officer time at \$124.00 per hour; support staff time at \$52.00 per hour through June 30, 2011. Beginning July 1, 2011 management and hearing officer time will be at the rate of \$144.00 per hour and support staff time will be at the rate of \$61.00 per hour through June 30, 2013.
2. Reimburse the CONTRACTOR for all appropriate and actual costs incurred to provide said services. Such costs include, but are not limited to:
 - interpreter fees,
 - postage,
 - long-distance telephone calls, and
 - reasonable copying costs.

At the time of referral, forward to the CONTRACTOR the file and any other documents relevant to the contested case hearing, together with an information sheet containing names, addresses, phone numbers of parties (including updating CONTRACTOR on new names, addresses and phone numbers of parties).

CONSIDERATION:

1. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$100,000 per fiscal year, which includes any allowable expenses and any travel and other expenses reimbursement when noted below
2. Interim payments shall be made to Contractor following Fund's review and approval of invoices submitted by Contractor.
3. Contractor shall not submit invoices for, and Fund will not pay, any amount in excess of the maximum compensation amount set forth above. The maximum compensation may be increased by amendment of this Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract, as it may be amended from time to time in accordance with its terms.
4. Contractor shall submit monthly invoices for work performed.. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Contractor shall send invoices to Fund's contract administrator and with contract number noted.
5. If, while this Contract is in effect, Contractor increases the hourly rates being charged to City, that increase may only be applied with City's written consent. If City chooses not to consent to the increased rates, City may terminate Contractor's services under this Contract.