

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 BUREAU OF FIRE AND POLICE DISABILITY AND RETIREMENT, hereinafter called FPDR.

Administrators of this Agreement are:

Employment Department			
Administrator:	John Mann	Director:	Linda L. Jefferson
Title:	Presiding Administrative Law Judge	Title:	FPDR Director
Contractor:	Office of Administrative Hearings/Employment Department	FPDR:	City of Portland Bureau of Fire and Police Disability and Retirement
Address:	PO Box 14020 Salem, OR 97309-4020	Address:	Harrison Square Building 1800 SW First Avenue, Suite 450 Portland, OR 97201
Phone:	503-947-1918	Phone:	503-823-6823
Fax:	503-947-1920	Fax:	503-823-5166
Email:	John.M.Mann@state.or.us	Email:	linda.jefferson@portlandoregon.gov

1. Effective Date and Duration

This Agreement shall become effective on July 1, 2013. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2017.

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) FPDR 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 \$400,000.

(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 Agreement, without FPDR's prior written consent. FPDR's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Agreement.

The provisions of this Agreement 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 sixty (60) days notice, in writing or delivered by certified mail or in person.

(b) The FPDR may terminate this Agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the FPDR under any of the following conditions:

1. If FPDR 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 FPDR, fails to correct such failures within ten (10) days or such longer period as the FPDR may authorize.

7. Funds Available and Authorized

The FPDR certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs for the first year of this Agreement within the FPDR'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 FPDR and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under the law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts and transcript.

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Each party, by the signature below of its authorized representatives, 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: 5-9-2013

CITY OF PORTLAND
BUREAU OF FIRE AND POLICE
DISABILITY AND RETIREMENT

By: Linda L. Jefferson
Linda L. Jefferson
Director

Date: 6/6/2013

APPROVED AS TO FORM
James H. Van Dyke

CITY ATTORNEY
James H. Van Dyke, City Attorney

Date: 6-10-13

EXHIBIT "A"**INTERGOVERNMENTAL AGREEMENT****BETWEEN****FPDR: CITY OF PORTLAND, BUREAU OF FIRE AND POLICE DISABILITY AND RETIREMENT****AND****CONTRACTOR: STATE OF OREGON, OFFICE OF ADMINISTRATIVE HEARINGS/EMPLOYMENT DEPARTMENT****STATEMENT OF WORK:****CONTRACTOR AGREES TO:**

1. Conduct all contested disability and pension claim hearings and appellate reviews arising from requests for hearing or appeals of Final Orders concerning disability determinations or pension benefit claims filed under Chapter 5 of the Charter of the City of Portland, Oregon and referred to the Contractor by FPDR in accordance with Charter provisions and FPDR's administrative rules. Those services include, but are not limited to, the following:
 - a. Promptly scheduling prehearing conferences and hearings, and issuing notices to FPDR's attorney and the Member or the Member's attorney or representative;
 - b. Conducting the hearing or pre-hearing conference by telephone or in-person;
 - c. Supplying one or more hearing officers who are members of the Oregon State Bar with relevant disability and/or pension training and experience;
 - d. Continuing to appoint members of the appellate panel who are members of the Oregon State Bar and who have relevant disability training and experience, to terms consistent with Chapter 5 of Portland's Charter;
 - e. Maintaining records identifying each hearings officer (administrative law judge) and appellate panel member, and the terms of each appellate panel member's assignment;
 - f. Promptly delivering to the parties and the FPDR Director a copy of all Final Orders;

- g. Returning to FPDR all records of the case either once the hearings officer's order becomes final by operation of law or 70 days after issuance of a final order on appeal, if FPDR has not notified Contractor that a petition has been filed with the Circuit Court for Writ of Review;
- h. Appointing a certified or qualified interpreter whenever it is necessary to interpret the proceeding.
2. Hearing dates will be set as soon as reasonably practicable after referral. If FPDR or the Member has an emergency, every effort will be made to set hearings as soon as possible.
3. The hearings officers and appellate panel shall issue orders consistent with applicable law, including but not limited to FPDR administrative rules.

THE FPDR AGREES TO:

1. Reimburse the Contractor for these services under the schedule of fees and funding mechanisms established by ORS 183.655 and ORS 183.665.
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
3. 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, telephone numbers of parties (including updating Contractor on new names, addresses and telephone numbers of parties).

CONSIDERATION:

1. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$400,000 for the term of this Agreement, which includes any allowable expenses and any travel and other expenses for reimbursement when noted below.
2. Interim payments shall be made to Contractor following FPDR's review and approval of invoices submitted by Contractor.
3. Contractor shall not submit invoices for, and FPDR 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 Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, 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 FPDR's contract administrator and with contract number noted.
5. If, while this Agreement is in effect, Contractor increases the hourly rates being charged to FPDR, that increase may only be applied with FPDR's written consent. If FPDR chooses not to consent to the increased rates, FPDR may terminate Contractor's services under this Agreement.

FPDR
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