

OED Agreement Number 17-196



**AMENDMENT 001 TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Amendment #001 to Agreement #17-196 is between the State of Oregon acting by and through its **Employment Department, Office of Administrative Hearings** hereinafter referred to as "OAH" or "Agency" and

City of Portland, Bureau of Fire and Police Disability and Retirement

Samuel Hutchison

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Portland, OR 97201

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hereinafter referred to as "FPDR", both individually without distinction as "Party" and collectively as the "Parties".

Purpose

The Purpose of this Amendment is to:

- Extend the Contract termination date and;
- Adjust Service Rates
- Increase the NTE amount

Amendment #001

1. This amendment shall become effective on the date this amendment has been fully executed by every Party. This Agreement is hereby amended as follows: language to be deleted or replaced is [bracketed]; new language is **underlined and bold**.
 - a. **Section 2, "EFFECTIVE DATE AND DURATION"** to read as follows: This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on [June 30, 2021] **June 30, 2025**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
 - b. **Section 4, "CONSIDERATION"** to read as follows: The maximum not-to-exceed amount payable to OAH under this Agreement, which includes any allowable expenses, is [\$400,000.00] **\$625,000.00**.

c. **Exhibit A, Part 2, "PAYMENT AND FINANCIAL REPORTING"** to read as follows:

1. Payment Provisions.

- a. 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 not-to-exceed amount stated in Section 3, "Consideration" of this Agreement, for the term of this Agreement.
- b. Interim payments shall be made to OAH following FPDR's review and approval of invoices submitted by OAH, but not later than 30 days after the invoice is sent to FPDR.
- c. FPDR will reimburse OAH for Work completed under this Agreement per the schedule of fees and funding mechanisms established by ORS 183.655 and ORS 183.665.

- d. **As of the effective date of this Amendment, OAH services will be billed at the following rates:**
\$204 per hour for ALJ services
\$80 per hour for support staff services

The OAH reserves the right to adjust these rates as necessary to comply with ORS 183.655 which requires the OAH to establish rates in an amount calculated to recover the cost of providing the administrative law judge, the cost of conducting the hearing and all associated administrative costs. The OAH will provide at least 30 days advance written notice of any such changes.

FPDR reserves the right to terminate this agreement immediately if FPDR disagrees with any change to the rates as set forth in this Agreement.

- e. FPDR will reimburse OAH for all appropriate and actual costs **of additional services and supplies** incurred to provide said Work under Agreement. Such costs include, but are not limited to:

- (1) Interpreter fees
- (2) Postage
- (3) Long-distance telephone calls; and
- (4) Reasonable copying costs.
- (5) **Travel Costs**

2. Except as expressly amended above, all other terms and conditions of the initial Agreement and any previous amendments are still in full force and effect. FPDR certifies that the representations, warranties and certifications contained in the initial Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

3. Signatures.

State of Oregon, acting by and through its Oregon Employment Department

By: David Gerstenfeld
David Gerstenfeld (Jun 4, 2021 14:36 PDT)

Jun 4, 2021

Authorized Signature

Date

City of Portland acting by and through its Bureau of Fire and Police Disability and Retirement By:

Sam Hutchison, FPDR
Director

Digitally signed by Sam Hutchison,
FPDR Director
Date: 2021.05.28 08:56:24 -07'00'

Authorized Signature

Title

Date

Approved for Legal Sufficiency (DOJ):

(See approval on attached email) (A)

Assistant Attorney General

Date

OAH Program Section

By: *(See attached email)* (B)

Authorized Signature

Title

Date