

RESOLUTION NO. 477

WHEREAS, the Charter requires that the Fire and Police Disability and Retirement Fund (FPDR) retain independent hearings officers to conduct hearings and appellate reviews on its contested claims; and

WHEREAS, the Portland City Council passed Ordinance No. 180693 authorizing an Intergovernmental Agreement with the State of Oregon, Office of Administrative Hearings/Employment Department (OAH) to conduct the FPDR's contested hearings; and

WHEREAS, the FPDR entered into an Intergovernmental Agreement with OAH which will terminate on June 30, 2013; and

WHEREAS, there are no other entities with the expertise of the OAH to conduct the FPDR's hearings; and

WHEREAS, the OAH has agreed to conduct the FPDR's contested hearings and appellate reviews; and

WHEREAS, a provision regarding a right of recusal of a hearings officer for good cause as defined in OAR 471-060-0005(2)(b) will be added to the FPDR Administrative Rule Section 5.6, Appeals Process; and

WHEREAS, a draft copy of an Intergovernmental Agreement between FPDR and OAH is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, funds for the Intergovernmental Agreement are available within the FPDR budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the FPDR, that the FPDR Director be and hereby is authorized to execute and administer an Intergovernmental Agreement substantially in conformance with the agreement which is attached hereto as Exhibit "A" on behalf of FPDR for OAH to conduct hearings and appellate reviews on contested pension and disability claims in an amount not to exceed \$400,000 for a four-year period beginning July 1, 2013.

BE IT IS FURTHER RESOLVED by the Board of Trustees of the FPDR that the FPDR Director is hereby authorized to pay for the Intergovernmental Agreement from the FPDR budget.

ADOPTED by the Board of Trustees on the 28th day of May, 2013.

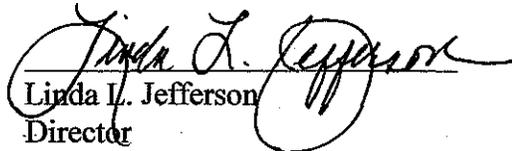

Linda L. Jefferson
Director

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.