

MODIFICATION OF PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CAMAS AND

JOE TURNER, P.C., MUNICIPAL HEARINGS OFFICIAL

**THIS AGREEMENT**, entered into this 4<sup>th</sup> day of May, 2015, between the City of Camas, hereinafter referred to as the "City" and Joe Turner, P.C., Municipal Hearings Official, hereinafter referred to as the "Examiner."

**WITNESSETH:**

**WHEREAS**, the City of Camas Municipal Code provides for the appointment by the City of a Hearing Examiner to consider certain land use applications and City Code enforcement appeals and other matters as assigned.

**WHEREAS**, the parties entered into a contractual agreement dated July 17, 2007 (copy attached) for the Examiner to serve as the City's Hearing Examiner.

**NOW, THEREFORE**, the parties agree to the following modification of the July 17, 2007 contract:

**I. MODIFICATION**

A. Modify Section 7 to read:

7. Payment:

7.1 The City will pay the Examiner at the rate of One Hundred and Seventy-Five and No/100 Dollars (\$175) per hour for services provided by the examiner. Said charges will be for time actually devoted by the Examiner to rendering services under this Agreement. Payment will be for hearings assigned, and time necessary for hearing and decision preparation. Any additional time the Examiner may choose to spend that is not necessarily attributable to the assigned case will not be charged to the City, unless approved in advance of such billings. Personal automobile use, where such use is directly attributable to the Examiner duties, will be reimbursed at the rate used for employees of the City. The City shall reimburse for any copies at a rate of \$0.10 per page, and faxes at \$0.50 per page, plus any actual delivery or postage costs incurred. Subject to obtaining City's prior approval in writing, the City will also reimburse reasonable expenses not to exceed Thirty-Five and No/100 Dollars (\$35.00) per hour for a court reporter or professional note taker.

- 7.2 The hourly compensation for the Examiner shall be adjusted on each anniversary date of this Agreement. The adjustment shall be the percentage change that occurs in the Consumer Price Index, All Urban Consumers, for the Portland Metropolitan Area, All Items for the period March to March, as published by the Bureau of Labor Statistics, United States Department of Labor, as said index may be revised. In no event shall the rate be lower than One Hundred and Seventy-Five and No/100 Dollars(\$175) per hour.
- 7.3 The Examiner agrees to submit separate monthly billings, itemized by case and time spent in hearings and in preparation, with subtotals for land use items separated from enforcement of other items. The City reserves the right to correct any invoices paid in error according to the rates set fourth in this Agreement. The City and the Examiner agree that any amount paid in error by the City does not constitute a rate change in the amount or the contract.
- 7.4 The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. The City and the Examiner agree that any amount paid in error by the City does not constitute a rate change in the amount or the contract.

B. The remainder of the July 17, 2007 Contract remains unchanged and in full force and effect.

DATED this 4<sup>th</sup> day of May, 2015

CITY OF CAMAS

By:

  
Mayor Scott Higgins

  
EXAMINER  
Joe Turner, President