

## Amendment No. 5 to 6230

This is Amendment No. 5 to Price Agreement 6230, dated October 2, 2020, as amended from time to time ("**Price Agreement**") between the State of Oregon, acting by and through its Department of Administrative Services on behalf of the Oregon Department of Justice ("**Agency**") , and Kearns & West ("**Contractor**"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("**Amendment Effective Date**").

### RECITALS

1. The Contractor has requested a price increase as provided for in Section 5.1.

The Price Agreement is amended as follows:

1. New pricing as attached to this Amendment 5. Attachment C of the Contract is amended as follows: New Pricing structure, effective as noted, is attached to this Amendment 5.
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class , as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
5. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Price Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Price Agreement, Contractor has no financial or other interest in the outcome of the project.

Except as expressly amended above, all other terms and conditions of Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.


*[Signatures next page]*

**Certification:**


Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR/CONSULTANT**

By:   
Title: Principal CFO/COO  
Date: 10/8/20  
FEID # 04-2813873

**STATE OF OREGON, acting by and through its**

By:   
Title: Timothy Jenks, State Procurement Analyst  
Date: 10/09/2020

Approved pursuant to ORS 291.047

By:   
Assistant Attorney General

Date: October 7, 2020

## Attachment C

**Kearns & West**  
**State of Oregon Price Agreement**  
**Number 6230 for**  
**Alternative Dispute Resolution Services**

**Rate Increase Request**

Based on CPI-U, West Region – August 2018

<b>Kearns &amp; West Staff</b>	<b>ADR Service/Title</b>	<b>ADR Hourly Billing Rates December 1, 2018</b>	<b>CPI August 2019</b>	<b>Proposed ADR Hourly Billing Rates effective December 1, 2019</b>
Debra Nudelman, Sylvia Ciborowski	Facilitation General Practitioner	\$200	3.0%	\$206
Debra Nudelman	Mediation General Practitioner	\$200	3.0%	\$206
Debra Nudelman	Public Policy Facilitator	\$200	3.0%	\$206
Debra Nudelman, Sylvia Ciborowski	Public Involvement Practitioner	\$200	3.0%	\$206
Kirsten Hauge	Public Involvement Practitioner	\$180	3.0%	185.40
	Senior Associate	125	3.0%	128.75
	Associate	125	3.0%	128.75



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<b>Kearns &amp; West Staff</b>	<b>ADR Service/Title</b>	<b>ADR Hourly Billing Rates December 1, 2019</b>	<b>CPI August 2020</b>	<b>Proposed ADR Hourly Billing Rates effective December 1, 2020</b>
Debra Nudelman, Sylvia Ciborowski	Facilitation General Practitioner	\$206	2.5%	\$211.15
Debra Nudelman	Mediation General Practitioner	\$206	2.5%	\$211.15
Debra Nudelman	Public Policy Facilitator	\$206	2.5%	\$211.15
Debra Nudelman, Sylvia Ciborowski	Public Involvement Practitioner	\$206	2.5%	\$211.15
Kirsten Hauge	Public Involvement Practitioner	\$185.40	2.5%	190.04
	Senior Associate	128.75	2.5%	131.97
	Associate	128.75	2.5%	131.97

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**Based on CPI-U, West Region – August 2020**

<b>Kearns &amp; West Staff</b>	<b>ADR Service/Title</b>	<b>ADR Hourly Billing Rates December 1, 2019</b>	<b>CPI August 2020</b>	<b>Proposed ADR Hourly Billing Rates effective December 1, 2020</b>
Debra Nudelman, Sylvia Ciborowski	Facilitation General Practitioner	\$211.15	1.9%	215.16
Debra Nudelman	Mediation General Practitioner	\$211.15	1.9%	215.16
Debra Nudelman	Public Policy Facilitator	\$211.15	1.9%	215.16
Debra Nudelman, Sylvia Ciborowski	Public Involvement Practitioner	\$211.15	1.9%	215.16
Kirsten Hauge	Public Involvement Practitioner	\$190.04	1.9%	193.65
	Senior Associate	131.97	1.9%	134.48
	Associate	131.97	1.9%	134.48