

RESOLUTION NO. 244 *A*

Resolution authorizing an agreement between the Board of Trustees and John Scarino for investigative services.

WHEREAS, the Board of Trustees is desirous of maintaining the services of an experienced investigator to supply them with information necessary to the proper determination of claims before said Board, and

WHEREAS, John Scarino has shown himself to be a qualified investigator and agrees to perform investigative services for the Board of Trustees, and

WHEREAS, a contract, specifying the nature of the services to be performed by Mr. Scarino and the amount he is to be paid for such services, is attached hereto as Exhibit A and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Fire and Police Disability and Retirement Fund that the Deputy Secretary is hereby authorized and directed to execute the contract attached hereto as Exhibit A on behalf of said Board of Trustees.

ADOPTED by the Board of Trustees on this 11th day of June, 1985.

JEWEL LANSING, Secretary  
Fire and Police Disability and  
Retirement Fund

By: *Daniel E. Cook*  
Deputy Secretary

## PERSONAL SERVICE CONTRACT

THIS AGREEMENT made and entered into this 11th day of June, 1985, by and between the Board of Trustees, Fire and Police Disability and Retirement Fund, hereinafter referred to as the "Board" and JOHN SCARINO, an individual.

WHEREAS the Board is required to hear and determine claims for pensions and benefits pursuant to Chapter V, Charter, City of Portland, Oregon, and

WHEREAS the Board is desirous of maintaining the services of an experienced investigator to supply it with information which will aid the Board in making such determinations, and

WHEREAS John Scarino has provided such services in the past in a satisfactory manner, and is willing to provide such service in the future, now therefore

IN CONSIDERATION of the mutual promises set forth herein, it is agreed by and between the Board and John Scarino:

### I. DESCRIPTION OF WORK

The work to be performed by John Scarino includes all services generally required to investigate job-related injury claims and other matters, including, but not limited to, the following:

- (a) Interviewing applicants who seek benefits from the Fire and Police Disability and Retirement Fund.
- (b) Interviewing witnesses who may have knowledge of the alleged incident giving rise to a job-related injury claim.
- (c) Reviewing medical reports and interviewing physicians and hospital attendants.
- (d) Obtaining any other information necessary to aid the Board in its determinations.
- (e) Furnishing the Board written reports of any investigations made.

## II. PAYMENT

In consideration of performance of this contract, the Board agrees to pay John Scarino for his services at the hourly rate paid to detectives in the Portland Police Bureau for services performed during the fiscal year commencing July 1, 1985, and ending June 30, 1986. Mr. Scarino shall work a minimum of 64 hours per month.

Mr. Scarino shall be paid monthly upon receipt by the Board of a statement of the hours he has worked during the month for which he is requesting payment. Mr. Scarino shall also be entitled to reimbursement for mileage at the rate of 23 cents per mile and other reasonable out-of-pocket expenses incurred in performing this contract as approved by the Board.

## III. DURATION

This contract shall commence on July 1, 1985, and shall terminate on June 30, 1986. This agreement may be terminated before June 30, 1986, by either party upon 30 days written notice to the other party.

## IV. RELATIONSHIP OF PARTIES

The parties to this contract intend that the relationship between them created by this contract is that of employer-independent contractor. John Scarino is not an employee of the Board or the Fire and Police Disability and Retirement Fund and is not entitled to any benefits provided by the Board to its employees. No payroll deductions or taxes will be withheld or paid by the Board for Mr. Scarino. The Board is interested only in the results obtained under this contract; the manner and means of conducting the work are under the sole control of Mr. Scarino. The hours Mr. Scarino is to work on any given day will be entirely within his control and the Board will rely upon Mr. Scarino to put in such hours as is reasonably necessary to fulfill the spirit and purpose of this contract. Mr. Scarino may work as an investigator for others during those periods when he is not performing work under this contract.

## V. LIABILITY

Mr. Scarino will be solely and entirely responsible for his acts during the performance of this contract. Mr. Scarino shall indemnify the Board and the Fire and Police Disability and Retirement Fund against all liability or loss, and against all

claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this contract, and he shall defend the Board and the Fire and Police Disability and Retirement Fund against any such claims or actions. Mr. Scarino agrees to maintain insurance in an amount acceptable to the Board of Trustees to satisfy his contractual obligations under this section. Any insurance policy obtained by Mr. Scarino pursuant to this section shall designate the Board and the Fire and Police Disability and Retirement Fund as additional insureds under said policy.

#### VI. ASSIGNABILITY

This contract shall be performed by Mr. Scarino personally and shall not be assigned or subcontracted without the express written permission of the Board.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written, the Board acting by its deputy secretary, pursuant to the direction of the Board contained in the minutes of the regular Board meeting of June 11, 1985.

BOARD OF TRUSTEES, FIRE AND  
POLICE DISABILITY AND  
RETIREMENT FUND

By: David E. Cook  
Deputy Secretary

John Scarino  
John Scarino

JOINT DECLARATION

John Scarino, (Independent Contractor) and the Board of Trustees, Fire and Police Disability and Retirement Fund file this joint declaration agreeing that the services to be performed by Independent Contractor, under the contract attached hereto, are to be performed without the assistance of others.

John Scarino recognizes that any subcontracting or use of employees in the performance of the contract is specifically forbidden by the Board of Trustees; John Scarino also recognizes that if employees or subcontractors are used in the performance of the contract, that he is subject to the requirements and sanctions of ORS Chapter 656 "Workers Compensation".

The parties further agree that any use of employees or subcontractors in the performance of this contract shall be deemed an immediate and material breach of said contract, and the contract shall immediately be at an end at the commencement of the business day prior thereto.

Independent Contract:

John Scarino  
John Scarino

Dated: 6-28-85

BOARD OF TRUSTEES, FIRE AND  
POLICE DISABILITY AND  
RETIREMENT FUND

By: Dan E. Cook  
Deputy Secretary

Dated: 6-28-85

MR JOHN SCARINO  
927 NE 108TH AVENUE  
PORTLAND, OR 97220

Dear Mr. Scarino:

It has come to the attention of the Board of Trustees of the Fire and Police Disability and Retirement Fund that you trespassed on the property of Dennis J. Daly while investigating Mr. Daly's claim for service connected disability benefits.

Such conduct on your part is, of course, intolerable and any future conduct of this nature will result in termination of your contract to investigate claims.

Very truly yours,

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