

RESOLUTION NO. 250

WHEREAS, David Cook, Deputy Secretary of the Fire and Police Disability and Retirement Fund (Fund) has resigned effective May 16, 1986 at 5:00 p.m., and

WHEREAS, the process of selecting and hiring a replacement for David Cook may take several months, thereby creating an emergency by leaving the Fund without the services of an experienced administrator for such period unless an experienced administrator willing to serve on an interim basis may be retained immediately, and

WHEREAS, Robert P. Clohessy, Retired Deputy Secretary of the Fund, is available and willing to serve as interim administrator of the Fund until a new administrator has been selected, and

WHEREAS, the Board of Trustees is desirous of obtaining the services of Robert P. Clohessy to serve as interim administrator of the Fund and an appropriate form of agreement for doing so is attached hereto as Exhibit A and by this reference made a part hereof,

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

ADOPTED by the Board of Trustees on this 13th day of May, 1986.

JEWEL LANSING, Secretary
Fire and Police Disability
and Retirement Fund

By: David E. Cook
Deputy Secretary

the rate of \$21.00 per hour. Mr. Clohessy 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.

III. DURATION

This contract shall commence on May 1, 1986 and shall terminate on August 31, 1986 at 5:00 p.m. This agreement may be terminated before August 31, 1986 by either party upon 15 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. Robert P. Clohessy 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 employees assigned by the Auditor of the City of Portland, Oregon to work for the Board. No payroll deductions or taxes will be withheld or paid by the Board for Mr. Clohessy. The hours Mr. Clohessy is to work on any given day will be entirely within his control and the Board will rely upon Mr. Clohessy to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract. Mr. Clohessy shall not work in excess of forty hours in any given week. Mr. Clohessy may work for others during those periods when he is not performing work under this contract.

V. LIABILITY

Robert P. Clohessy will be solely and entirely responsible for his acts during the performance of this contract. Mr. Clohessy 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.

VI. ASSIGNABILITY

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

PERSONAL SERVICE CONTRACT

THIS AGREEMENT made and entered into this 13th day of May, 1986, by and between the Board of Trustees, Fire and Police Disability and Retirement Fund, hereinafter referred to as the "Board" and Robert P. Clohessy, an individual.

WHEREAS, David Cook, Deputy Secretary of the Fire and Police Disability and Retirement Fund (Fund) has resigned effective May 16, 1986 at 5:00 p.m., and

WHEREAS, the process of selecting and hiring a replacement for David Cook may take several months thereby creating an emergency by leaving the Fund without an administrator for such period, and

WHEREAS, Robert P. Clohessy, retired Deputy Secretary of the Fund is available and has consented to serve as interim administrator of the Fund until a new administrator has been selected and is capable of administering the Fund, and

WHEREAS, the Board is desirous of obtaining the services of Robert P. Clohessy until such time as a new Fund administrator is hired and capable of performing the functions required of the Deputy Secretary of the Fund, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, it is agreed by and between the Board and Robert P. Clohessy as follows:

I. DESCRIPTION OF WORK

The work to be performed by Robert P. Clohessy under this contract will be to serve as the interim accounting and clerical officer for the Board (Deputy Secretary) until such time as a "permanent" Deputy Secretary has been hired. Thereafter, Mr. Clohessy shall assist the new Deputy Secretary to learn and perform the functions performed by the Deputy Secretary. Mr. Clohessy shall perform such services on an "as needed" basis during the life of this agreement.

II. PAYMENT

In consideration of the performance of this contract, the Board agrees to pay Robert P. Clohessy for his services at

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written, the Board acting by its Chairman, Pro-tem, pursuant to the direction of the Board contained in the minutes of the regular Board meeting of May 13, 1986.

J. Garner
Chairman Pro Tem

Robert P. Clohessy
Robert P. Clohessy

APPROVED AS TO FORM:

JEFFREY ROGERS by
City Attorney *WRS*