

RESOLUTION NO. 256

WHEREAS, the Board of Trustees is desirous of continuing the services of John Scarino as an investigator for the fiscal year commencing on July 1, 1987, and

WHEREAS, John Scarino is willing to perform investigative services for the Board of Trustees for the fiscal year commencing on July 1, 1987, and

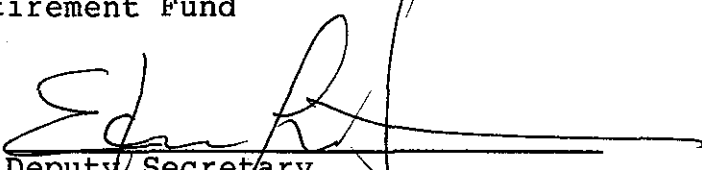
WHEREAS, an appropriate form of agreement describing the services to be performed and the compensation to be received for performing such services is attached to the original only hereof as Exhibit A and by this reference incorporated herein, now, therefore

BE IT RESOLVED by the Board of Trustees that the Deputy Secretary of the Fire and Police Disability and Retirement Fund is authorized and directed to execute an agreement substantially in accordance with the form of agreement attached hereto as Exhibit A.

Adopted by the Board of Trustees this 9th day of June 1987.

Barbara Clark, Secretary
Fire and Police Disability and
Retirement Fund

By:


Deputy Secretary

PERSONAL SERVICE CONTRACT

THIS AGREEMENT made and entered into this 9th day of June, 1987, 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 obtaining the services of an experienced investigator to supply it with information which will aid the Board in making such determinations, and

WHEREAS John Scarino represents that he is a qualified investigator and agrees to perform investigative services for the Board under the terms and conditions set forth in this contract, 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, 1987 and ending June 30, 1988. Mr. Scarino shall receive a minimum of 64 hours pay 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 21.5 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, 1987 and shall terminate on June 30, 1988. This agreement may be terminated before June 30, 1988, by either party, upon thirty (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 deduction 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 number of 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. WORKERS' COMPENSATION INSURANCE

(a) Mr. Scarino shall obtain workers' compensation insurance coverage for all of his workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit A, and shall be incorporated herein and made a term and part of this Agreement. Mr. Scarino further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event that Mr. Scarino's workers' compensation insurance coverage expires during the term of this Agreement, Mr. Scarino agrees to timely renew his insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and he agrees to provide the Board of Trustees such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) Mr. Scarino agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein.

VII. 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 9, 1987.

BOARD OF TRUSTEES,
FIRE AND POLICE DISABILITY AND
RETIREMENT FUND

By: _____
Deputy Secretary

John Scarino