

RESOLUTION NO. 273

WHEREAS, the Board of Trustees (Board) of the Fire and Police Disability and Retirement Fund (Fund) is desirous of obtaining the services of an experienced investigator to provide it with factual information that will aid the Board in making various determinations relative to claims presented to the Board, and

WHEREAS, John Scarino is a qualified investigator who has agreed to perform investigative services for the Board, and

WHEREAS, an appropriate form of agreement describing the services to be performed by Mr. Scarino and the compensation he will receive 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 Fund Administrator be and hereby is authorized and directed to execute, on behalf of the Board, the agreement attached hereto as Exhibit A.

ADOPTED by the Board of Trustees this 12th day of July, 1994.

A handwritten signature in black ink, appearing to be 'Ed' followed by a stylized 'AP' and a long horizontal line extending to the right.

Fund Administrator

PERSONAL SERVICE CONTRACT

THIS AGREEMENT for services is 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 5, Charter, City of Portland, Oregon, and

WHEREAS the Board is desirous of obtaining the services of an experienced investigator to supply it with information that 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 his performance of this contract, the Board agrees to pay John Scarino for his services at the hourly rate of \$25.69.

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 ~~28~~ ³⁴ cents per mile and other reasonable out-of-pocket expenses incurred in performing this contract as approved by the Board. *est*

III. DURATION

This contract shall commence on July 1, 1994 and shall terminate on June 30, 1995. This agreement may be terminated before June 30, 1995 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 which shall provide coverage for not less than \$200,000.00 for personal injury to each person, \$500,000.00 for each occurrence and \$50,000.00 for each occurrence involving property damage or a single limit policy of not less than \$500,000.00 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Fire and Police Disability and Retirement Fund and its trustees, agents and employees. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Mr. Scarino. If the insurance is cancelled or terminated prior to completion of this Agreement, Mr. Scarino shall provide a new policy with the same terms. The Board shall reimburse Mr. Scarino for the cost of any such insurance.

VI. WORKERS' COMPENSATION INSURANCE

(a) Mr. Scarino, his subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, 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 this Agreement.

(b) In the event that Mr. Scarino's workers' compensation insurance coverage is due to expire during the term of this Agreement, he 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 accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement and becomes a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by

Personal Service Contract

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Mr. Scarino shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, the Board may terminate the Agreement immediately and the notice requirement contained in Paragraph III, hereof shall not apply.

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 indicated, the Board acting by its Fund Administrator, pursuant to the direction of the Board contained in the minutes of the regular Board meeting of July 12, 1994.

BOARD OF TRUSTEES
FIRE & POLICE DISABILITY &
RETIREMENT FUND

By Ed P. P.
Fund Administrator

Date 7.12.94

John Scarino
John Scarino

Date 7-12-94

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