

## RELEASE AND HOLD HARMLESS AGREEMENT

### I.

FOR THE SOLE CONSIDERATION of the sum of \$3,200.00 (three thousand, two hundred dollars) for claimed monetary damages to Marlin Anderson, Mary Bailey, Matthew Chase, Jack Golden, Leo Rhodes and Jerry Baker (hereinafter “the named plaintiffs”), \$37,000 in claimed attorneys’ fees and costs to the Oregon Law Center, and the non-monetary terms set out below, the undersigned named plaintiffs in United States District Court for the District of Oregon Case No. 08-1447-AA, hereby release and forever discharge Police Chief Michael Reese, the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable from any and all claims for damages and/or injuries from or relating to the events alleged in their complaint.

#### A. Monetary terms of settlement

1. The City agrees to pay \$3,200.00 (three thousand, two hundred dollars) for claimed economic damages to the individually-named plaintiffs and any other unnamed beneficiaries designated by Oregon Law Center.
2. The City agrees to pay \$37,000.00 (thirty-seven thousand dollars) for claimed attorney fees and costs to Oregon Law Center.
3. The named plaintiffs agree that in lieu of payment to them, an equivalent amount to that claimed for attorney fees will be used by the City of Portland Housing Bureau for the specific and restricted use as rent-assistance funds in the Housing Bureau’s Homeless program or programs, specifically known as “GF-PHB.” Those funds are to be contracted in the City’s 2012-2013 Adopted Budget.

#### B. Non-monetary terms of settlement:

1. The City will enforce its camping ordinance (PCC 14A.50.020 or successor) and its erecting temporary structures ordinance (PCC 14A.50.050 or successor) citywide in accordance with the protocols set forth in Directive 835.20 and in the June 15, 2009 Central Precinct memorandum, with the following modifications:

- a) The definition of “established campsite” in Directive 835.20 will be revised to include “a camp structure such as a hut, lean-to, tent, or other temporary structure such as carts and/or personal property”.
- b) Unless an exception as defined in Directive 835.20 applies, officers will provide advance notice before citation and property removal to all campers, including those with only a bedroll, those who are partially blocking sidewalks, and those camping in cars. If a citation without property removal is to occur, the minimum notice will be a verbal warning with reasonable time to relocate; reasonable time is usually one hour but may be shorter if necessary. Both Directive 835.20 and the June 15, 2009 memorandum will be revised to reflect these rules.
- c) Directive 835.20 will be revised to reflect the additional notice and storage requirements that apply when camp cleanups are to occur on a State of Oregon right-of-way (see OAR Chapter 734, Division 35, Highway Division).
- d) All activity by any person or persons in any Portland Parks remains governed by Portland City Code Chapter 20, which may include different rules.

2. When engaged in “Posting/Cleanup of Established Campsites,” as defined in PPB Directive 835.20, PPB Officers will:

- a) Include in any posted notice “This campsite will be cleared no less than 24 hours after and within seven (7) days of [the date and time the site is posted for cleanup].” However, the 7-day period is not a guarantee that any clean-up will not take place until seven days have elapsed – clean-up may take place at any time within that seven-day period.
- b) Keep for storage any item that is reasonably recognizable as belonging to a person and that has apparent use.
- c) Photograph all confiscated property. Containers, including bags and backpacks, will be photographed, and their contents will be inventoried and photographed.
- d) Create a written list of all property confiscated showing the location and date of the cleanup, and including a description of each item of property confiscated, including the type of item, color, any known brand-name, and marks thereon identifying an owner.
- e) Photograph the campsite after all items are collected, to show what is being disposed of instead of confiscated and maintained.

f) Include in any posted notice "All property confiscated from this camp will be maintained at Stanton Yard, 2929 N. Kerby Avenue, Portland, Oregon for a minimum of 30 days. Property owners may inquire there to attempt to locate confiscated property: (503) 823-1700; 6:30 a.m. – 3:00 p.m. Monday thru Friday."

3. The City will train its officers on these new rules.

a) The City will make these guidelines available to the public, and the City's police officers will tell potential campers and outdoor sleepers about these guidelines.

## II

IT IS UNDERSTOOD AND AGREED that the payment and promises made under this agreement are not to be construed as an admission of liability. PPB Chief Reese and the City of Portland expressly deny liability to the plaintiffs or any other person for injuries or damages arising out of the events and/or condition alleged in the aforementioned federal lawsuit.

## III

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases Chief Reese and the City of Portland, its employees, agents and officers from any and all claims arising out of the above-described cause of action, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens and all other liens against the above-described causes of action at the time of execution hereof.

## IV

THE UNDERSIGNED AGREE AND WARRANT that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that the plaintiffs will hold Chief Reese and the City of Portland, its agents, employees and officers harmless from any claim for any such expense whenever incurred and, if any suit is filed against them to collect such claim, the plaintiffs will accept the tender of defense of any such claim,

defend at their expense and pay any judgment entered therein and agree to compensate the Chief, the officers, and/or the City of Portland for any expense or liability incurred as a result of the filing of such suit.

V

THE UNDERSIGNED HEREBY DECLARE that they have read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims, in whatever legal form or theory the plaintiffs might assert, whether disputed or otherwise, arising out of the events described in their complaint in the United States District Court for the District of Oregon, entitled:

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON**

**MARLIN ANDERSON, MARY BAILEY,  
MATTHEW CHASE, JACK GOLDEN, LEO  
RHODES, and JERRY BAKER** on behalf of  
themselves and all others similarly situated,

**08-1447 AA**

**PLAINTIFFS,**

v.

**CITY OF PORTLAND; CITY OF PORTLAND  
POLICE CHIEF MICHAEL REESE, in her  
individual and official capacity; CITY OF  
PORTLAND POLICE OFFICER J. HURLEY, in  
his individual and official capacity; CITY OF  
PORTLAND POLICE OFFICER J. FULITANO,  
in his individual and official capacity; CITY OF  
PORTLAND POLICE OFFICERS DOES 1  
THROUGH 50,**

**DEFENDANTS.**

VI

THE UNDERSIGNED EXPRESSLY AGREE to voluntarily dismiss, forthwith, the action filed on December 12, 2008, in the United States District Court for the District of Oregon, entitled:

**UNITED STATES DISTRICT COURT**

**DISTRICT OF OREGON**

**MARLIN ANDERSON, MARY BAILEY,  
MATTHEW CHASE, JACK GOLDEN,** on behalf  
of themselves and all others similarly situated,

**08-1447 AA**

**PLAINTIFFS,**

v.

**CITY OF PORTLAND; CITY OF PORTLAND  
POLICE CHIEF ROSANNE SIZER, in her  
individual and official capacity; CITY OF  
PORTLAND POLICE OFFICER J. HURLEY, in  
his individual and official capacity; CITY OF  
PORTLAND POLICE OFFICER J. FULITANO,  
in his individual and official capacity; CITY OF  
PORTLAND POLICE OFFICERS DOES 1  
THROUGH 50,**

**DEFENDANTS.**

with prejudice and without any award of attorney fees or costs to any party.

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered, including all effects and consequences thereof.

VIII

The parties agree to ask the court to retain jurisdiction in this matter for a period of 3 years for the purpose of enforcing this agreement or resolving any disputes about performance under this agreement.

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

DATED this 7 day of 6, 2012.

Marlin R Anderson  
Marlin Anderson, plaintiff

Mary Lou Bailey  
Mary Bailey, plaintiff


Matthew D. Chase  
Matthew Chase, plaintiff

Jack Golden /MG  
Jack Golden, plaintiff

Leo Rhodes  
Leo Rhodes, plaintiff

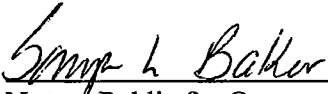
Jerry Baker /MG  
Jerry Baker, plaintiff

**REVIEWED AND APPROVED BY:**

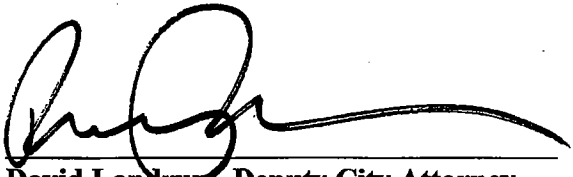
*Carolyn Norton*   
\_\_\_\_\_  
**Monica Goracke, Oregon Law Center  
Attorney for Plaintiffs Anderson, Bailey, Chase,  
Golden, Rhodes and Baker**

SUBSCRIBED AND SWORN TO BEFORE me this 10<sup>th</sup> day of September,  
2012, by ~~Monica Goracke~~. *Carolyn Norton*



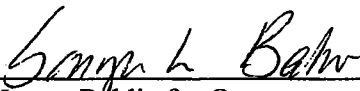
  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 10/16/2012

**SIGNATURES FOR DEFENDANTS:**

  
\_\_\_\_\_  
**David Landrum, Deputy City Attorney  
Attorney for Defendants Reese, Hurley, Fulitano  
and City of Portland**


SUBSCRIBED AND SWORN TO BEFORE me this 10<sup>th</sup> day of September,  
2012, by David Landrum.



  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 10/16/2012

  
\_\_\_\_\_  
**Sam Adams, Mayor, City of Portland**

  
\_\_\_\_\_  
**Nick Fish, Commissioner, City of Portland**

  
\_\_\_\_\_  
**Michael Reese, Chief  
Portland Police Bureau, City of Portland**

## RECEIPT

THIS WILL ACKNOWLEDGE RECEIPT of the following documents:

1. Copy of Release and Hold Harmless Agreement pertaining to the case entitled *Martin Anderson, Mary Bailey, Matthew Chase, Jack Golden, Leo Rhodes, and Jerry Baker v. City of Portland, Police Chief Michael Reese, Officer J. Hurley, Officer J. Fulitano*, United States District Court for the District of Oregon Case No. 08-1447-AA;
2. Check No. 0000773946 from the City of Portland, made payable to "Oregon Law Center, Client Trust Account" in the amount of \$3,200.00 (copy attached).

  
\_\_\_\_\_  
Carolyn Norton, Of Attorneys for Plaintiffs

Date: September 6, 2012.



Treasurer of the City of Portland  
 Portland, Oregon  
 General Check  
 Contact: 503-823-4370

DATE  
 08/24/2012

CHECK NO.  
 0000773946 HP

Vendor No.  
 111576

Date	Invoice/Cr.Memo	City Doc No.	Gross	Discount	Net
08/22/2012	MARLIN ANDERSON G2008-0175-01 BC - PD & BI SETTLEMENT	1900067779	3,200.00		3,200.00
<b>TOTAL</b>			<b>3,200.00</b>		<b>3,200.00</b>

**RECEIVED**

AUG 24 2012

City Attorneys Office

*MRM 4:36*

**THIS CHECK IS VOID WITHOUT A RED BLUE BORDER AND BACKGROUND PLUS A DIAMOND FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW**

Treasurer of the City of Portland  
 Portland, Oregon  
 (503) 823-4370  
 General Check

Wells Fargo Bank, N.A.  
 For Inquiries call:  
 800-289-3557

66-158  
 531

Check NO.  
 0000773946

**VOID**

**Void After 6 Months**

THREE THOUSAND TWO HUNDRED USD and ZERO Cents

IN THE ORDER OF  
 OREGON LAW CENTER  
 TRUST ACCOUNT  
 1000 WASHINGTON STREET 516  
 PORTLAND OR 97206

DATE  
 08/24/2012

CHECK AMOUNT  
 \$ \*\*\*\*\*3,200.00 \*

*N.A.M.  
 L. Criffenlade*

⑈0000773946⑈ ⑆053101561⑆ 4759623952⑈

- a) The definition of "established campsite" in Directive 835.20 will be revised to include "a camp structure such as a hut, lean-to, tent, or other temporary structure such as carts and/or personal property".
- b) Unless an exception as defined in Directive 835.20 applies, officers will provide advance notice before citation and property removal to all campers, including those with only a bedroll, those who are partially blocking sidewalks, and those camping in cars. If a citation without property removal is to occur, the minimum notice will be a verbal warning with reasonable time to relocate; reasonable time is usually one hour but may be shorter if necessary. Both Directive 835.20 and the June 15, 2009 memorandum will be revised to reflect these rules.
- c) Directive 835.20 will be revised to reflect the additional notice and storage requirements that apply when camp cleanups are to occur on a State of Oregon right-of-way (see OAR Chapter 734, Division 35, Highway Division).
- d) All activity by any person or persons in any Portland Parks remains governed by Portland City Code Chapter 20, which may include different rules.

2. When engaged in "Posting/Cleanup of Established Campsites," as defined in PPB Directive 835.20, PPB Officers will:

- a) Include in any posted notice "This campsite will be cleared no less than 24 hours after and within seven (7) days of [the date and time the site is posted for cleanup]." However, the 7-day period is not a guarantee that any clean-up will not take place until seven days have elapsed – clean-up may take place at any time within that seven-day period.
- b) Keep for storage any item that is reasonably recognizable as belonging to a person and that has apparent use.
- c) Photograph all confiscated property. Containers, including bags and backpacks, will be photographed, ~~but~~ <sup>and</sup> their contents will ~~not~~ be inventoried <sup>and</sup> photographed.
- d) Create a written list of all property confiscated showing the location and date of the cleanup, and including a description of each item of property confiscated, including the type of item, color, any known brand-name, and marks thereon identifying an owner.
- e) ~~Videotape~~ <sup>photograph</sup> the campsite after all items are collected, to show what is being disposed of instead of confiscated and maintained.

should read:  
 "... will be inventoried and photographed."  
 - AM 08/27/2012

should read  
 photographed " but not videotaped "  
 - AM 08/27/2012

**Landrum, David**

**From:** Landrum, David  
**Sent:** Tuesday, August 28, 2012 5:03 PM  
**To:** Carolyn Norton  
**Cc:** Monica Goracke  
**Subject:** RE: (File No.[G2008-0175-02 BC]){Anderson, Marlin et al v. City, et al} - Release issue  
Very well, thank you so much. I'll get that moving.

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**From:** Carolyn Norton [mailto:cnorton@oregonlawcenter.org]  
**Sent:** Tuesday, August 28, 2012 3:19 PM  
**To:** Landrum, David  
**Cc:** Monica Goracke  
**Subject:** RE: {File No.[G2008-0175-02 BC]}{Anderson, Marlin et al v. City, et al} - Release issue

David,

OLC agrees to the changes below. We have authority to sign on behalf of our clients so you can go ahead and make the changes and set up another vote for the Council. Please let me know if there is anything else you need to get this wrapped up.

Best,  
Carolyn

**Carolyn M. Norton**  
Staff Attorney  
Oregon Law Center  
921 SW Washington Street, Suite 516  
Portland, OR 97205  
503-473-8322

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**From:** Landrum, David [mailto:David.Landrum@portlandoregon.gov]  
**Sent:** Tuesday, August 28, 2012 3:00 PM  
**To:** Carolyn Norton  
**Cc:** Monica Goracke  
**Subject:** RE: {File No.[G2008-0175-02 BC]}{Anderson, Marlin et al v. City, et al} - Release issue

Carolyn, I got your voice-mail, thank you for following up & getting back to me. I understand that OLC approves of the changes we discussed. Let me know if you all need to go to your clients, or if I can simply make the changes to the Release and Settlement Agreement. If you don't need to get them to re-sign, I will see about making the changes and taking necessary steps here to get the Council to approve the revision as soon as I can make it happen. Also, I think its a good idea to have an email that agrees to the following changes to the Release & Settlement Agreement:

- 1) Change item 2(c) on page 2 to read as follows: "Photograph all confiscated property. Containers, including bags and backpacks, will be photographed and their contents **will be** inventoried and photographed."
- 2) Change item 2(e) on page 2 to read as follows: "**Photograph** the campsite after all items are collected, to show what is being disposed of instead of confiscated and maintained"

I won't include the **bold** in the document, that's just for you to see the change being made.

Thank you both so much.

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**From:** Landrum, David  
**Sent:** Tuesday, August 28, 2012 12:21 PM  
**To:** mgoracke@oregonlawcenter.org; Carolyn Norton  
**Subject:** FW: {File No.[G2008-0175-02 BC]}{Anderson, Marlin et al v. City, et al} - Release issue

Monica, I apologize for contacting you while you're away. Please be in contact with Ms. Norton about the email below. She and I discussed it by phone a little after noon today, and she will explain it to you. Thank you both.

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**From:** Monica Goracke [mailto:mgoracke@oregonlawcenter.org]  
**Sent:** Tuesday, May 15, 2012 2:27 PM  
**To:** Landrum, David  
**Cc:** Degler, Pam; Woboril, David  
**Subject:** RE: {File No.[G2008-0175-02 BC]}{Anderson, Marlin et al v. City, et al}

David,

Thanks – this is very good news. Your changes look fine to me. I wonder if item B.a.ii. might be a little confusing because it seems to define "reasonable time" in two different ways. What about the following?

- i. Unless an exception as defined in Directive 835.20 applies, officers will provide advance notice before citation and property removal to all campers, including those with only a bedroll, those who are partially blocking sidewalks, and those camping in cars. If a citation without property removal is to occur, the minimum notice will be a verbal warning with reasonable time to relocate; reasonable time is usually one hour but may be shorter if necessary. "Reasonable time" is usually one hour, but may be shorter if necessary, and will to be measured by the responding officer according to the amount of property the subject needs to move. The June 15, 2009 Central Precinct memorandum will be revised to reflect these rules. When PPB Directive 835.20 is revised in the regular course, it will be revised to reflect that language.