

RESOLUTION NO. 255

Whereas, Darrell Stephens has filed a claim for service-connected disability benefits with the Board of Trustees of the Fire and Police Disability and Retirement Fund

WHEREAS, the Board of Trustees and Darrell Stephens resolve all disputes by settling and compromising the claim of Darrell Stephens without the necessity of continued litigation

WHEREAS, an appropriate form of agreement to settle and compromise the claim of Darrell Stephens for service-connected disability benefits is attached hereto as Exhibit A, now on file

IT IS HEREBY RESOLVED by the Board of Trustees that the Deputy Secretary is authorized and directed to execute, on behalf of the Board of Trustees, an agreement substantially in accordance with the form of agreement attached hereto as Exhibit A

Adopted by the Board of Trustees on April 14, 1987.

Barbara Clark, Secretary
Fire and Police Disability and Retirement Fund

By: Ed R. J.
Deputy Secretary

SETTLEMENT AGREEMENT
AND RELEASE IN FULL
OF ALL CLAIMS

BETWEEN: City of Portland
Portland, Oregon
(hereinafter "City")

and

Board of Trustees of the
Fire and Police Disability and Retirement Fund
of the City of Portland, Oregon
(hereinafter "Board")

AND: Darrell Stephens
(hereinafter "Stephens")

RECITALS

WHEREAS, Stephens became employed by City on October 26, 1977 as a police officer and was terminated effective September 24, 1982;

WHEREAS, Stephens has asserted certain claims against the City, its agents and representatives, based upon or related to his employment and termination, including but not limited to grievances under the Collective Bargaining Agreement between the Portland Police Association and City which allege that his suspension without pay for fifteen (15) days effective August 17, 1982 and his dismissal effective September 24, 1982, were without just cause and in violation of the Labor Agreement;

2. In addition to the above, Board shall pay Stephens \$704.58 per month commencing October 1, 1984, and continuing on the first day of each month thereafter until Stephens reaches the mandatory retirement age for sworn police officers of the Bureau of Police or until his death, whichever first occurs.

3. Commencing April 1, 1987, City shall pay to Stephens the sum of \$100.00 per month for the purpose of securing medical insurance coverage. Such payments shall continue until Stephens reaches mandatory retirement age for sworn police officers of the Bureau of Police or until death, whichever first occurs, provided that:

(a) In the event Stephens becomes employed by an employer which provides a health insurance plan with employer-paid premiums, for which Stephens is eligible, the City's obligations under this agreement for the monthly payments shall cease.

The Board agrees to pay the providers of any medical services or supplies for all services rendered to Stephens between November 26, 1982 and May 23, 1985, for which they have not yet been paid, provided that Stephens cooperates fully with Board's attempts to negotiate the payment of such expenses on the most favorable terms obtainable.

4. Board agrees to pay Stephens a monthly payment equivalent to the amount a police officer with less than five (5) years of service with the City would be eligible to

receive for a non-service connected disability under Section 5-116 of the Charter of the City of Portland, Oregon. Such payments shall commence on November 26, 1982, and shall continue each month thereafter subject to the terms and conditions generally governing non-service connected disability benefits under Section 5-116 of the Charter of the City of Portland, Oregon.

5. In consideration of the payments to be made by City and Board, and the undertakings described in paragraphs 1 - 4 above, Stephens hereby accepts such payments and undertakings in full settlement and satisfaction of all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past, present or future which Stephens has or might have asserted against City, Board or the Fire and Police Disability and Retirement Fund (and the persons or classes of persons identified in paragraph 7 below), in the future arising out of or in connection with his employment as a City of Portland police officer or his termination from that position.

6. It is expressly understood and agreed that, as a condition to the payments and undertakings described in paragraphs 1 - 5 above, Stephens shall remain separated from City employment with no reinstatement, reemployment, recall or employment rights of any kind with City. City agrees to

include documentation in Stephens' files changing his suspension and termination to reflect that he was separated from employment for medical reasons effective September 24, 1982. City also agrees that prospective employers making inquiries concerning his employment history will only be told the dates of his employment, his last position, and that he was separated from employment for medical reasons on September 24, 1982.

7. Stephens releases, acquits and forever discharges City and the Fire and Police Disability and Retirement Fund and each of its individual commissioners, trustees, officers, manager, employees, agents and insurers, and their successors, individually and collectively, including (but not limited to) Ronald Still, Edward Stelle, Roger Rothwell, Roger Haven, Charles Moose, Dennis Neville, Penny Harrington, and Francis Ivancie, and all other persons who might be claimed to be liable, of and from all claims arising out of or in connection with his employment as a City of Portland police officer or his termination from that position. This release and discharge includes, but is not limited to, any claims, actions or suits which have or might have been asserted under local, state and federal ordinances, charters, statutes, constitutions, regulations, Executive Orders, General Orders, wage and hour, wage payment, and equal

employment opportunity legislation, such as the Oregon Fair Employment Practices Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1871, Titles 22 and 51 of the Oregon Revised Statutes, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act (ERISA), the Age Discrimination in Employment Act, the Rehabilitation Act of 1972, and Executive Order 11246, and under the Bureau of Police - Portland Police Association collective bargaining agreement and any other employment contract, express or implied, which might otherwise have governed the employment relationship previously existing between City and Stephens.

8. It is expressly understood and agreed, as more particularly set forth in paragraph 7 above, that this Agreement is in full settlement and satisfaction of, but is not limited to, the claims Stephens has asserted against City in grievances challenging his suspension and termination and in various Internal Investigations Citizen Comment Forms which he has filed with the Bureau of Police, the Police Internal Investigations Audit Committee and any other such agencies or organizations. Stephens further acknowledges and covenants that within 10 days after the execution of this Agreement the grievances will be withdrawn with prejudice and that he will also request the withdrawal with prejudice of

all Citizen Comment Forms. Stephens acknowledges and agrees that he will not file or participate in the filing of similar grievance, grievances, "comments" or complaints at any time after the execution of this Agreement and that if he does so, he shall no longer be entitled to the monthly payments specified in paragraph 2 above or the health insurance coverage specified in paragraph 3 above.

9. Stephens understands and expressly agrees that if he ever asserts any claim, action against or suit against City, Board or the Fire and Police Disability and Retirement Fund (or against any of the persons or classes of persons identified in paragraph 7 above) arising out of or in connection with his employment as a police officer for the City of Portland (other than a claim, action or suit based upon nonperformance or other violation of this Agreement) or arising out of Stephens' termination or the claims asserted in the charges identified in paragraph 8 above, City or Board may plead this Agreement as an absolute defense to any such claim, action or suit.

10. City and Fund's payments and other commitments in this Agreement, and the Agreement itself, shall not operate or be interpreted as an admission of liability as to any of the claims, past, present or future, known or unknown, suspected or unsuspected, Stephens has or might have asserted

against City, Board or the Fire and Police Disability and Retirement Fund or any of the persons or classes of person indentified in paragraph 7 above. City, Fire and Police Disability and Retirement Fund and each of their individual commissioners, trustees, officers, managers, employees, agents and insurers, and their successors, including the persons and classes of persons identified in paragraph 7 above, individually and collectively, expressly deny any such liability.

11. Stephens understands, covenants and agrees that the supplemental monthly payments required under paragraph 2 above shall be subject to reduction based upon Stephens' monthly income from other sources including such things as salaries, fees, commissions, bonuses, draws as well as any dividends or profits received from any business, profession, or self-employment in which Stephens engages after the execution of this Agreement. The supplemental monthly payments shall be reduced by 30 cents for every such dollar of income from sources other than the payments mentioned in paragraph 4 above. Stephens agrees to provide the secretary of the Fire and Police Disability and Retirement Fund with copies of all tax returns, schedules, exhibits and related documents he is required by law to file with any federal, state or local agency, including the Oregon Department of Revenue and the

Internal Revenue service, within 10 days of filing and he also agrees to cooperate fully with the Board in asserting its rights under this provision, such as by supplying all requested information, signing all instruments and papers and taking any other action reasonably needed for that purpose.

12. Stephens, his guardian and his attorney, and each of them, agree and covenant that the terms, amounts and fact of settlement, as well as the alleged facts, circumstances, and events which gave rise to the claims, grievances and complaints which underlie this settlement and led to this Agreement, shall be kept strictly confidential and that they will not in any way, directly or indirectly, communicate or disclose, or encourage or participate in the communication or disclosure of, any of that information to anyone, including any of City's past, present or future commissioners, officers, managers, employees, agents and insurers, and their successors, except as may be necessary to enforce the rights contained herein in an appropriate legal proceeding; and they also agree and covenant that the same restrictions shall apply with respect to the media.

13. This Settlement Agreement and Release shall be final and binding in all respects on Stephens, City, Board and the Fire and Police Disability and Retirement Fund, and upon their respective heirs, representatives, guardians,

conservators, executors, administrators, successors and assigns, and shall inure to the benefit of the other parties and their respective heirs, representatives, guardians, conservators, executors, administrators, successors and assigns.

14. If any of the provisions of this Agreement are declared or determined by any court to be illegal, invalid or otherwise unenforceable, the remaining portions, terms and provisions shall nonetheless remain in full force and effect.

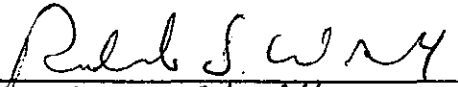
15. Stephens, City and Board state that each has carefully read this Agreement, that it has been fully explained by their respective attorneys, that they fully understand its fully final and binding effect and that they

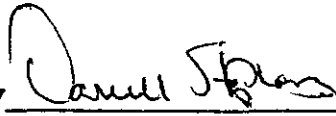
are signing the Agreement voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

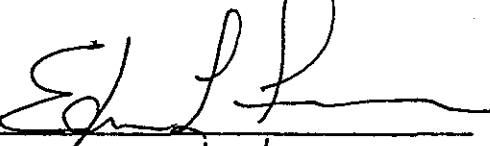
CITY OF PORTLAND

DARRELL STEPHENS

By 
Deputy City Attorney
Date: 4-13-87


By 
Date: 4-13-87

BOARD OF TRUSTEES OF THE
FIRE AND POLICE DISABILITY
AND RETIREMENT FUND

By 
Date: 4/14/87

By 
Conservator

Date: 4/13/87

By 
Attorney for
Darrell Stephens

Date: 4/13/87

WHEREAS, the City its agents and representatives deny the validity of the claims asserted by Stephens;

WHEREAS, Stephens has filed a claim for service-connected disability benefits (dated September 23, 1982) with the Board alleging that he became disabled on or about September 23, 1982 as a consequence of a psychological disorder attributable to job stress; and

WHEREAS, there exists a bona fide dispute between Stephens and the Board concerning the validity of the claims filed against the Fire and Police Disability and Retirement Fund by Stephens; and

WHEREAS, City, Board and Stephens nonetheless desire to bring the matter to a conclusion and to avoid publicity and expenses related to prosecution and defense of Stephens' claims, and City, Fund and Stephens also consider it appropriate to settle and compromise any and all other claims Stephens has or might have asserted in the future concerning or related to his employment with City and his termination from that employment;

NOW, THEREFORE, it is agreed as follows:

1. Within ten (10) days from the execution of this Agreement by the parties, Board shall make a lump sum payment to Stephens of \$21,136.00.