

Resolution No. 286

WHEREAS, Michael D. Guinn, a member of the Bureau of Police, on June 13, 1995 applied for service-connected disability benefits (including medical benefits) from the Fire and Police Disability and Retirement Fund (Fund); and

WHEREAS, there is a bona fide dispute as to whether Guinn's claim is compensable as a service-connected injury; and


WHEREAS, the Fund and Guinn desire to settle any and all disputes and terminate all conflicts which exist or may exist between them concerning Guinn's claim that his claim is compensable by way of compromise and settlement; and

WHEREAS, a reasonable disposition of this matter under such circumstances can be accomplished pursuant to the terms and conditions of the Agreement and Stipulated Settlement and Release 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 Assistant Fund Administrator is hereby authorized and directed to sign an Agreement and Stipulated Settlement and Release substantially in accordance with the Agreement attached hereto as Exhibit A on behalf of the Board of Trustees and the Fire and Police Disability and Retirement Fund.

BE IT FURTHER RESOLVED that the Stipulation and Order of Dismissal attached hereto as Exhibit B and dismissing the above described application for service-connected disability benefits be and the same hereby is adopted as the Order of the Board of Trustees of the Fire and Police Disability and Retirement Fund.

ADOPTED by the Board of Trustees on this 11th day of July, 1995.


Babette Means
Assistant Fund Administrator

AGREEMENT AND STIPULATED SETTLEMENT

AND RELEASE

RECITALS

WHEREAS, THE FIRE AND POLICE DISABILITY, RETIREMENT AND DEATH BENEFIT PLAN (hereinafter referred to as the "Plan") which appears as Chapter 5 of the Charter of the City of Portland, Oregon, and the FIRE AND POLICE DISABILITY AND RETIREMENT FUND (hereinafter referred to as the "Fund") were created for the purpose of providing disability, retirement, and death benefits for the members of the Bureau of Fire, Rescue and Emergency Services and Bureau of Police of the City of Portland, Oregon; and

WHEREAS, the Plan delegates the authority and responsibility for supervising and administering the Plan and the Fund to a Board of Trustees (hereinafter referred to as the "Board"); and

WHEREAS, Michael D. Guinn (hereinafter referred to as "Guinn"), a member of the Bureau of Police, pursuant to an application dated June 13, 1995 has requested service-connected disability benefits (including medical benefits) from the Fund; and

WHEREAS, there is a bona fide dispute as to whether the illness described in Guinn's application for service-connected disability benefits is compensable under Chapter 5 of the Charter of the City of Portland, Oregon; and

WHEREAS, the Fund and Guinn desire to settle any and all disputes and terminate all conflicts which exist or may exist between them concerning or related to Guinn's claim for service-connected disability benefits by way of compromise and settlement.

NOW, THEREFORE, it is agreed as follows:

AGREEMENT

1. The Board shall credit Guinn with Years of Service as defined under Section 5-302(a) of the Plan for the period from February 1, 1979 to February 18, 1981 if Guinn complies with paragraph 2 hereof.
2. Guinn shall pay to the Fund the sum of \$3,224.78 on or before August 10, 1995.
3. Guinn agrees that the Years of Service credit described in paragraph 1 above is in lieu of any and all disability benefits (service-connected or non service-connected) and medical benefits which are or could be claimed by him in connection with the post traumatic stress disorder referred to in Guinn's application for disability benefits dated June 13, 1995. Guinn further agrees that the Years of Service credit granted to him under the

AGREEMENT AND STIPULATED SETTLEMENT AND RELEASE


provisions of this Agreement does not in any way or fashion constitute an admission by the City of Portland, the Board, the Plan or the Fund that his claim is compensable as a service-connected disability or non service-connected disability or that his disability was in any way attributable to his employment as a Portland police officer, and that the parties hereby released deny that Guinn's alleged post traumatic stress disorder is compensable under the Plan.

4. In consideration of the Board's promise to credit him with the Years of Service referred to in paragraph 1 hereof, Guinn, for himself and for his heirs, successors and assigns, agrees to and does hereby irrevocably release and forever discharge the City of Portland, the Board, the Plan and the Fund (including each of their commissioners, trustees, employees, agents and representatives, individually and collectively) from any and all causes of actions or claims that the alleged post traumatic stress disorder described in his application for disability benefits dated June 13, 1995 is compensable under the Plan or is in any way attributable to his employment as a Portland police officer.
5. In consideration of the Board's promise to credit him with the Years of Service referred to in paragraph 1 hereof, Guinn hereby withdraws all pending requests for a hearing relative to his application for service-connected disability benefits and agrees that his claim for service-connected disability benefits (including medical benefits) shall be dismissed by the Board with prejudice. Guinn further agrees that the Years of Service credit referred to in paragraph 1 hereof shall be accepted in full and final settlement of all issues raised or which could have been raised with respect to his application for service-connected disability benefits (including medical benefits) and extinguishes any right to future recourse with respect to such claim. Guinn further agrees that he will not apply for non service-connected disability benefits with respect to the condition described in his application for service-connected disability benefits.
6. Guinn understands and expressly agrees that if he ever asserts any claim, action or suit against the Fund, the Plan, the City of Portland, the Board, or their respective commissioners, trustees, employees, agents or representatives, arising out of or concerning the subject matter of this Agreement, the Fund, the Plan, the Board, the City of Portland, and their respective commissioners, trustees, employees, agents and representatives may plead this Agreement as an absolute defense to any such claim, action or suit. Furthermore, in the event any claim, action or suit is asserted, this Agreement shall be

construed so as to allow the Fund, the Plan, the City, the Board, and their respective commissioners, trustees, employees, agents, and representatives to use in their defense any and all matters, evidence, testimony, documentation, and records that exist or existed prior to the execution of this settlement.

7. Guinn FURTHER STIPULATES AND CERTIFIES THAT HE HAS READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE MEANING AND EFFECT, BOTH PRESENT AND FUTURE, OF THIS DOCUMENT AND THAT HIS QUESTIONS HAVE BEEN FULLY AND COMPLETELY ANSWERED, THAT NO FURTHER QUESTIONS REMAIN, THAT HE HAS HAD SUFFICIENT TIME TO INTELLIGENTLY, KNOWINGLY, AND VOLUNTARILY ENTER INTO THIS AGREEMENT AND DOES IN FACT INTELLIGENTLY, KNOWINGLY, AND VOLUNTARILY AGREE TO THE TERMS CONTAINED HEREIN.
8. THE TERMS SET FORTH HEREIN IN THE 7 PARAGRAPHS IMMEDIATELY PRECEDING THIS PARAGRAPH ARE CONTRACTUAL AND NOT A MERE RECITAL.


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



Michael D. Guinn

Date 6/21/95

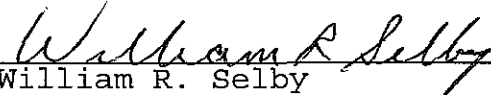
BOARD OF TRUSTEES OF THE FIRE AND
POLICE DISABILITY AND RETIREMENT FUND

By 

Edwin L. Freeman
Fund Administrator

Date 7/11/95

APPROVED AS TO FORM:



William R. Selby
Senior Deputy City Attorney
Legal Counsel to the Board of Trustees,
Fire and Police Disability and Retirement Fund

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AGREEMENT AND STIPULATED SETTLEMENT AND RELEASE

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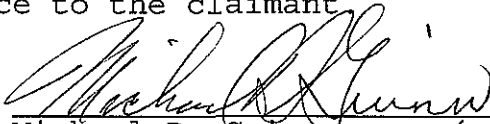
BEFORE THE BOARD OF TRUSTEES
FIRE AND POLICE DISABILITY AND RETIREMENT FUND
CITY OF PORTLAND, OREGON

In the Matter of the Application)	
for Service-Connected Disability)	
Benefits of)	
)	
MICHAEL D. GUINN,)	STIPULATION AND ORDER
)	OF DISMISSAL
)	
Claimant.)	

This matter came before the above-entitled Board of Trustees pursuant to the application of Michael D. Guinn requesting service-connected disability benefits (including medical benefits) in connection with an emotional illness described in Guinn's application for disability benefits dated June 13, 1995.

The matter having now been compromised and settled,

IT IS HEREBY STIPULATED by the claimant that the application for service-connected disability benefits referred to hereinabove may be dismissed with prejudice to the claimant



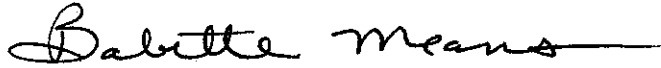
Michael D. Guinn 6/21/95

BASED ON THE FOREGOING STIPULATION, it is hereby

ORDERED that the application of Michael D. Guinn, dated June 13, 1995, requesting service-connected disability benefits (including medical benefits) for the emotional disorder referred to

in such application be and the same hereby is dismissed with prejudice to the claimant.

Adopted by the Board of Trustees on July 11, 1995.



Babette Means
Assistant Fund Administrator