

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Agreement is entered into between the City of Oregon City, the Oregon State Bar Professional Liability Fund, and Bullard Law, subject to the approval of the City Commission in a public meeting, which approval is evidenced by the authorized signature of the City Manager below.

1. The Oregon State Bar Professional Liability Fund, on behalf of Bullard Law, agrees to pay \$84,000 to the City of Oregon City (the City), by check payable to the City, delivered to the City's attorneys, Peck Rubanoff & Hatfield, no later than 30 days after this Agreement is fully executed.
2. Except as provided in this Agreement, the City and Bullard Law mutually release each other; including all of their respective past and current employees, partners, agents, officers, elected officials, shareholders, directors, attorneys and insurers; from all claims, known or unknown, arising from or relating to the provision of legal services by Bullard Law to the City in connection with the employment and termination of employment of David W. Frasher by the City, and payment by the City to Bullard Law for such services.
3. Bullard Law agrees that the current Bullard Law shareholders (including after their withdrawal from the firm) shall not disparage the City, or its current Mayor, current City Manager, or current City Commissioners. The City agrees that the current City Manager, current Mayor and current City Commissioners (including after they leave office) shall not disparage Bullard Law or its current shareholders. Nothing in this paragraph is intended to restrict either party from testifying in a legal proceeding or otherwise providing information required by law.
4. This Agreement reflects a compromise of disputed claims and defenses. Each party has denied and continues to deny liability to the other, and has entered into this compromise settlement to avoid the expense and uncertainty of litigation.
5. Any person signing this Agreement in a representative capacity represents and warrants his or her actual authority to do so.
6. Each party bears responsibility for that party's own tax consequences, if any, regarding payments made or received under this Agreement.
7. Richard Spier assisted counsel in preparing this Agreement. In so doing, he acted as mediator and scrivener, not as lawyer for any party. The parties have consulted with their own respective lawyers before signing this Agreement.

8. The parties acknowledge that this Agreement reflects their entire understanding regarding resolution of this matter, and that none of the parties is relying on any promises or representations other than what is stated in this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a court or arbitrator with jurisdiction over the matter, it may be deleted or modified only as necessary to be enforceable, and all other provisions shall remain in full force and effect.

The City of Oregon City:

by \_\_\_\_\_  
Anthony Konkol III, City Manager Date

Bullard Law:

by \_\_\_\_\_  
David Riewald, President Date

Oregon State Bar Professional Liability Fund:

by \_\_\_\_\_  
Patricia Nation, Claims Attorney Date

APPROVED AS TO FORM BY COUNSEL:

\_\_\_\_\_  
Dian Rubanoff Date  
PECK RUBANOFF & HATFIELD PC

\_\_\_\_\_  
Karen O’Kasey Date  
HART WAGNER, LLP