



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Billy J. Williams
County Counsel

October 8, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Scott C. Ciecko
Amanda Keller
Shawn Lillegren
Jeffrey D. Munns
Sarah Foreman
Caleb Huegel
Angela Hajihashemi
M. Creston Rice
Andrew Naylor
Paul Matthias-Bennetch
Assistants

Approval of a Settlement Agreement with plaintiff Gregory Elkins resolve litigation related to a motor vehicle collision involving a county-owned vehicle operated by a county employee. Total Agreement Value is \$500,000.00. Funding is through the County's Risk Fund. No County General Funds are involved.

Previous Board Action/Review: Briefed at previous executive sessions
Performance Clackamas: Build public trust through good government.
Counsel Review: Yes **Procurement Review:** N/A
Contact Person: Shawn Lillegren, Senior Assistant County Counsel
Contact Phone: 503-742-5393

EXECUTIVE SUMMARY: This matter concerns a personal injury claim in a lawsuit brought by a Milwaukie Police Department officer, Gregory Elkins, who sustained injuries when a Clackamas County Sheriff's Office deputy struck him with a patrol vehicle when they were both pursuing an armed robbery suspect. Elkins sought compensation for his alleged permanent physical injuries, medical expenses, wage loss, and mental pain and suffering. The parties were able to reach a negotiated settlement on the terms presented in this settlement agreement. If approved by the Board, the case will be dismissed, and the matter concluded.

RECOMMENDATION: The Office of County Counsel recommends the approval of a settlement agreement with plaintiff Gregory Elkins.

Respectfully Submitted,

Shawn Lillegren
Senior Assistant County Counsel

Attachment:
Settlement Agreement with Gregory Elkins

For Filing Use Only

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into between Gregory Elkins individually, (hereinafter "Plaintiff ") and Clackamas County ("County") (identified as the Clackamas County Sheriff's Office), (collectively, the "Parties").

WHEREAS, Plaintiff filed the Lawsuit in the Circuit Court for the State of Oregon for the County of Clackamas, captioned *Gregory Elkins v. Clackamas County Sheriff's Office, a political subdivision of Clackamas County, Oregon*, Case No. 25CV37477 (the "Lawsuit");

WHEREAS, the County does not agree with the allegations in Plaintiff's Lawsuit;

Nevertheless, the Parties wish to resolve Plaintiff's Lawsuit as follows:

1. Meaning of Terms.

- (a) As used in this Agreement, Plaintiff shall mean Gregory Elkins, his spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and any other person or entity claiming through him.
- (b) As used in this Agreement, "County" shall mean Clackamas County and current and former commissioners, elected officials, appointed officials, current and former managers, current and former County Counsel, current and former County Administrators, current and former employees (in their individual and representative capacities, specifically including the Clackamas County Sheriff and any current or former employee or agent of the Clackamas County Sheriff's Office), attorneys, insurers, and current and former agents.
- (c) As used in this Agreement, "Parties" shall mean Gregory Elkins and the County as defined above.

2. Consideration.

The Parties also agree and acknowledge that this Agreement is entered into in consideration of the mutual promises and covenants contained herein.

3. Settlement.

The County shall pay a total sum of five hundred thousand dollars (\$500,000.00) as full and final payment to Plaintiff, which is inclusive of all claims, debts, and liens, specifically including but not limited to SAIF. Payment shall occur within 30 calendar days of the date in which this Agreement is fully executed by the Parties. Plaintiff counsel shall provide defendant's counsel with a completed W-9 form and written approval of the settlement by SAIF as required by ORS 656.587. Payment will be in the form of a check, payable to Wise Law Group, PC IOLTA. The Plaintiff will take all necessary action to dismiss the Lawsuit with prejudice and without fees and costs to either party, no later than 30 days after receipt of the payment referenced above.

4. Release.

Plaintiff hereby waives any legal rights and releases and forever discharges the County as defined above from any and all liability, demands, claims, suits, actions, charges, damages, judgments, levies or executions, whether known or unknown, liquidated, fixed, contingent, direct or indirect, which have been or could have been raised against the County which relate in any way to Plaintiff's allegations or claims referenced in his Lawsuit, or for any act or thing done or omitted to be done up to the date of execution of this Agreement, except for their right to enforce the Agreement according to its terms. Plaintiff agrees to a full and final waiver and release of all such claims which Plaintiff has or may have against the County, specifically including but not limited to all claims for relief or remedy of any type under any state or federal laws.

5. Indemnity, Defense, and Hold Harmless.

Plaintiff agrees, to the extent, but not to exceed, sums paid to Plaintiff by the County to indemnify, defend, and hold harmless the County, their insurers, employees, officers, directors, and agents for any and all claims and liabilities associated with any benefits paid to or on behalf of Plaintiff as a result of the incidents alleged in his Lawsuit, including but not limited to any liens, unpaid bills for medical or other treatments, wage loss benefits, insurance benefits, insurance subrogation claims, recovery of costs, and claims for attorney fees, including any attorney fee liens, which specifically includes SAIF.

6. Medicare Secondary Payment Warranty.

The Parties have considered Medicare's interest in this matter, if any, and Plaintiff declares and expressly warrants that no Medicare Benefits have been paid on his behalf, and thus no Medicare Set Aside Allocation is being established. Plaintiff understands that failure to disclose this information may result in penalties being assessed against Plaintiff, the County, and attorneys. Plaintiff agrees to release, hold harmless, and indemnify the Released Parties from any remedies, reprisals, or penalties that result from Plaintiff's failure to disclose or release Plaintiff's status as a Medicare beneficiary. Plaintiff acknowledges that Medicare may require him to exhaust the settlement payment herein on Medicare covered expenses. Plaintiff waives any claims for damages, including a private cause of action provided in the MSP, 42 U.S.C. §1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation to protect Medicare's interest.

7. No Admission of Liability.

Plaintiff acknowledges the Agreement and payment is a compromise and final settlement of a disputed claim. Nothing in the Agreement shall be construed to be or used as an admission of liability, fault, or wrongful, tortious, or unlawful activity by any party. No part of this agreement shall be admissible in any court or alternative dispute resolution proceeding for the purpose of proving liability, causation, or fault.

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8. Integration.

The Parties agree that this Agreement states the entire agreement of the Parties and supersedes all prior and contemporaneous negotiations and agreements, oral or written. Each party expressly acknowledges that the other party did not, directly or indirectly, make any promises, representations, or warranties whatsoever, express or implied, other than those contained in this Agreement. The Parties further agree that this Agreement may be amended only by a subsequent writing signed by the Parties.

9. Severability and Governing Law.

The Parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The Parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision. The Parties also agree that Oregon law shall govern the validity and enforceability of this Agreement.

10. No Assignment, Subrogation, or Transfer.

The Parties represent and warrant that there has not been and there will be no assignment, subrogation, or other transfer of any interest in any of the released claims. The Parties agree to and hold the released Parties, and each of them, harmless from any liability, claims, demands, costs, expenses, and attorneys' fees incurred by the released parties, or any of them, as a result of any person asserting any such assignment or transfer or any rights to claims under any such assignment or transfer.

11. Attorney Fees and Costs.

Each party to this Agreement shall bear its own attorney fees and costs incurred before and through the date of this Agreement.

12. Execution of this Agreement.

This Agreement may be executed in one or more identical counterparts, including facsimile and scanned and electronically transmitted counterparts, each of which shall be deemed an original. All counterparts shall constitute one Agreement, binding on all the Parties, notwithstanding that all of the parties have not signed the same counterpart.

13. Review by Counsel.

The Parties have been given the opportunity to have this Agreement reviewed by counsel. BY SIGNING THIS AGREEMENT, PLAINTIFF ACKNOWLEDGES that he has carefully read and fully understand all provisions and effects of this Agreement and that the County advised

him in writing, by this paragraph, to consult with his own personal attorney before signing this Agreement; that he has had sufficient opportunity to consult with attorney(s) before signing this Agreement; that he is voluntarily entering into this Agreement free of coercion and duress; and that neither the County, nor any of its agents or attorneys, has made any representations or promises concerning the terms or effects of this Agreement other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release of Claims on the respective dates set forth below.

CLACKAMAS COUNTY



Gregory Elkins

Date: SEPTEMBER 22nd, 2026

Craig Roberts, Chair
Clackamas County Board of County
Commissioners

Date: _____, 2026