

**City of Carson City  
Request for Board Action**

**Date Submitted:** 4/8/2008

**Agenda Date Requested:** 4/17/2008  
**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** District Attorney

**Subject Title:** Action to approve a settlement between Carson City and Kenneth E. Engles for claim relating to Public Employees Retirement System ("PERS") retirement compensation and to authorize payment to Kenneth E. Engles in the amount of \$78,060.89 contingent upon Mr. Engles executing a Release of All Claims in favor of Carson City.

**Staff Summary:** Kenneth E. Engles was employed by Carson City as a firefighter. Mr. Engles retired from the City and began to receive retirement compensation from PERS. Due to an audit of the City conducted by PERS relating to the categorization of time worked as call back pay, Mr. Engles' retirement compensation was reduced from what he had expected at the time of his retirement. As Mr. Engles has already retired from the employment with the City, Mr. Engles does not have any options to recover the reduction in his retirement compensation.

**Type of Action Requested:** (Check One)  
 Resolution                       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does this action require a Business Impact Statement:**  Yes       No

**Recommended Board Action:** I move to approve a settlement between Carson City and Kenneth E. Engles for claim relating to Public Employees Retirement System ("PERS") retirement compensation and to authorize payment to Kenneth E. Engles in the amount of \$78,060.89 contingent upon Mr. Engles executing a Release of All Claims in favor of Carson City.

**Explanation of Recommended Board Action:** Approval of the settlement between Carson City and Kenneth E. Engles will resolve this issue.

**Applicable Statute, Code, Policy, Rule or Regulation:** n/a

**Fiscal Impact:** \$78,060.89.

**Funding Source:** Insurance Fund.

**Explanation of Impact:** -0-

- Alternatives:**  
1) Reject Settlement  
2) Modify Settlement

Prepared By: Joel C. Benton, Senior Deputy District Attorney

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Department Head)

: \_\_\_\_\_ Date: 4-8-08  
(City Manager)

: Melanie Burkotta Date: 4-8-08  
(District Attorney)

: Julie Throumou Date: 4-8-08  
(Finance Director)

**Board Action Taken:**

Motion \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_

(Vote Recorded By)

## RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to the undersigned, KENNETH E. ENGLES, the sum of Seventy-Eight Thousand Sixty Dollars and 89 Cents (\$78,060.89) from CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, ("PAYOR"), KENNETH E. ENGLES ("PAYEE") does release the PAYOR, CARSON CITY, and each, every and all of Carson City's officers, deputies, agents, servants, employees, representatives, attorneys, successors and assigns, of and from any and all known or unknown actions, causes of actions, claims, demands, damages, costs, losses, expenses, attorneys fees, charges including medical expenses or loss of wages now incurred or to be incurred in the future, property damage, loss of value, and any and all liabilities of whatsoever character, and without limitation to the foregoing, resulting from or growing out of or connected with his employment with Carson City.

By this document, PAYEE does release CARSON CITY, and each, every and all of its agents, representatives, attorneys, successors, and assigns, all of whom are hereby forever and completely released, discharged and acquitted of and from any and all claims or causes of action known or unknown, held or claimed by the undersigned in any legal capacity

whatsoever or out of any aspect of his employment with Carson City.

In making this release and agreement, it is understood and agreed that the undersigned PAYEE does specifically warrant and represent that in doing so, he has had the opportunity to be fully advised and represented by legal counsel of his own selection, and is fully familiar with all of the circumstances surrounding this said agreement, and in executing this release he relies wholly upon his own judgment and any advice of counsel of his own independent selection, and that he has been in no way influenced by any representation or statement whatsoever regarding the matters set forth herein, or any other matter made by any person, individual or corporation, or any agent, employee or servant thereof, who are hereby released, or any persons representing any of them or by any attorney by any of them employed.

It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the payment and receipt of the aforesaid sum of money is not to be construed as an admission or acknowledgment of wrongdoing, liability or responsibility whatsoever on the part of or by any individual, person, corporation, governmental entity, or any agent, officer, deputy, servant, employee or representative thereof, herein released, by each of whom all wrongdoing, liability or responsibility is expressly denied.

The parties to this agreement acknowledge that the terms contained

herein contain the entire agreement among the parties hereto, and the terms of this agreement release are contractual and not merely recital. The undersigned further declares that this entire release has been carefully read, that the contents thereof are fully known and understood, and that the same is signed as the free and voluntary act of the undersigned, and that it is the express intention of the undersigned to waive, release and discharge any and all claims and causes of action of whatsoever character against Carson City, and each, every and all of its agents, officers, deputies, servants, employees, representatives, successors, and assigns, and to be fully and legally bound thereby.

**WITNESS** this hand of the undersigned this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
KENNETH E. ENGLES

STATE OF \_\_\_\_\_ )  
  ) :ss.  
\_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me, a Notary Public, KENNETH E. ENGLES, who acknowledged to me that he executed the foregoing Release of All Claims.

\_\_\_\_\_  
NOTARY PUBLIC