

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 82-345
AN EMPLOYMENT CONTRACT FOR THE)
POSITION OF ZOO DIRECTOR AND)
ESTABLISHING A RATE OF)
COMPENSATION.

WHEREAS, Metro wishes to maintain a competitive salary for the position of Zoo Director; and

WHEREAS, the Council wishes to modify the terms of employment for the Zoo Director; now, therefore,

BE IT RESOLVED:

1. That the Council authorizes an employment contract for the position of Zoo Director.

2. That the rate of compensation for said position shall not exceed \$50,000; provided however, that the contract may provide for COLA during the term of the contract.

ADOPTED by the Council of the Metropolitan Service District this 5th day of August, 1982.


DEPUTY PRESIDING OFFICER




METROPOLITAN SERVICE DISTRICT
527 S.W. HALL ST., PORTLAND, OR. 97201, 503/221-1646

MEMORANDUM

Date: July 13, 1982

To: Rick Gustafson, Executive Officer

From: Donald E. Carlson, Deputy Executive Officer 

Regarding: Warren Iliff's Employment Contract

As I indicated today, the Coordinating Committee made several changes to Warren's contract at its July 12 meeting for recommendation to the full Council. The revised contract will be before the Council at its August 5th meeting. Any response we make regarding the changes should be ready by July 23rd.

It appears that one of the changes is insignificant, but that two are significant in that they alter: 1) financial matters of the agreement (removal of merit pay provision) and 2) your ability to unilaterally remove the Zoo Director (insertion of Council concurrence for termination). The specific changes are listed below.

The first change is on Page 3 in Section II dealing with the terms of the agreement; the following subsection was deleted:

~~"F.--Notwithstanding any other provision of this Agreement, the parties understand that the position of Director of the Washington Park Zoo may be abolished during the term of this Agreement as a result of initiative petition. In that event, the terms of this Agreement shall remain in effect and EMPLOYEE may elect either to continue employment in a capacity to be determined at that time or to consider himself terminated in accordance with Section III."~~

The above deletion does not appear to be significant because the initiative petition to abolish Metro was not successful and it is unlikely that such action would occur during the life of this agreement.

The second change is on Page 4 in Section III, which sets forth the termination and severance pay provisions of the agreement. In subsection B, language was inserted as follows:

"B. In the event METRO at any time during the employment term refuses, following written notice, to comply with any provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the Executive Officer of METRO, with concurrence of the Council, that he resign, then, in that event, EMPLOYEE may at his option be deemed to be 'terminated' at the date of such refusal or suggestion within the meaning and context of the severance pay provision herein cited as Section III.A."

7/13/82.

Zoo Director Contract

The third change was made on Page 4 in Section 4, which deals with salary provisions. The following language was deleted from the section:

"Section IV. Salary

METRO agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of FIFTY THOUSAND (\$50,000.00) DOLLARS payable in installments at the same time as other employees of METRO are paid. ~~In-addition, METRO agrees to increase said base salary and/or other benefits of EMPLOYEE, based upon merit, in such amounts and to such an extent as the METRO Executive Officer may determine that it is desirable to do so, but not to exceed eight (8) percent per year, on the basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other employees generally.~~ EMPLOYEE shall also receive cost of living increases at the same time and at the same rate as approved by METRO for all other employees."

I suggest that we make Warren knowledgeable of these changes and discuss with him his response. I'm not sure at this time how to respond to the termination change except to try to understand how the process would work.

DEC:sh

c: W. Iliff
A. Jordan



METROPOLITAN SERVICE DISTRICT
527 S.W. HALL ST., PORTLAND, OR. 97201, 503/221-1646

MEMORANDUM

Date: July 16, 1982
To: Don Carlson, Deputy Executive Officer
From: Andy Jordan, General Counsel *Andy*
Regarding: Warren Iliff's Employment Contract

I have reviewed the three changes the Council Coordinating Committee made to Warren's contract (see attached memo). I agree with the changes to Section II F (deleting the language on abolishment of Metro) and to Section IV (deleting merit pay).

The change to Section III B, however, appears to be based upon a misunderstanding of the section. The purpose of the section is to assure the employee that if Metro asks him to resign, he will receive termination benefits, such as unemployment compensation, as if he had been discharged. If the Committee's language is inserted, the section will only serve to protect the employee if the Executive Officer's suggestion of resignation is approved by the Council. Consequently, if the Executive Officer suggested the resignation, the Council did not approve the suggestion, and the employee resigned, the resignation would then be a voluntary resignation without the termination benefits of a discharge. The employee would not be well protected.

I assume that the Committee's purpose in adding language for Council approval was not to restrict the employee's termination benefits but rather was to prevent the Executive Officer from unilaterally suggesting resignation. I don't know of any way that the Council could prevent such a suggestion from being made. The Council could strip the Executive Officer of the power to unilaterally discharge the employee, but that is not accomplished by the amendment to Section III B. That can only be accomplished by changing the Metro Personnel Rules. ORS 268.180(5) allows the Executive Officer the power to hire and fire subject only to such rules. Alterations in employment contract language cannot extinguish the Executive Officer's statutory authority.

Based on the above, I suggest that the amendment to Section III B of the contract be reconsidered. If the purpose of the amendment is to restrict the Executive Officer's authority to discharge employees generally, or this employee in particular, an amendment to the Personnel Rules should be prepared instead.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1982, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter called "METRO," and WARREN ILIFF, hereinafter called "EMPLOYEE."

W I T N E S S E T H :

WHEREAS, METRO desires to continue to employ the service of Warren Iliff as Director of the Washington Park Zoo; and

WHEREAS, It is the desire of METRO to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, It is a primary purpose of this Agreement to assure EMPLOYEE'S continuing leadership of the Zoo; and

WHEREAS, It is the desire of METRO to: 1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; 2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and 4) to provide a just manner for terminating EMPLOYEE'S services at such time as he may be unable fully to discharge his duties due to age or disability or when METRO may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE desires to accept and continue employment as Director of the Washington Park Zoo;

NOW, THEREFORE, in consideration of the mutual covenants

herein contained, the parties hereto agree as follows:

Section I. Duties

METRO hereby agrees to continue to employ Warren Iliff as Director of the Washington Park Zoo to perform the functions and duties specified in the attached Job Description, and to perform such other legally permissible and proper duties and functions as the METRO Executive Officer shall from time to time assign.

EMPLOYEE hereby agrees to accept and continue such employment.

Section II. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of METRO to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section III, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with METRO, subject only to the provision set forth in Section III, paragraph C, of this Agreement.

C. EMPLOYEE agrees to remain in the exclusive employ of METRO until July 1, 1984, and neither to seek, to accept, nor to become employed by any other employer until said termination date, unless termination occurs sooner as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on EMPLOYEE'S time off.

D. In the event written notice is not given by either party to this Agreement to the other six (6) months prior to the termination date as hereinafter provided, this Agreement shall be extended on the same terms and conditions as herein provided, all

for an additional period of one (1) year. Said Agreement shall continue thereafter for one-year periods unless sixty (60) days written notice is given prior to time of expiration.

E. This Agreement shall be subject to renegotiation of any or all terms, such renegotiation to occur between ninety (90) and sixty (60) days prior to normal expiration of the period of the Agreement. Such renegotiation may be requested by either party, and all changes in terms resulting from renegotiation shall be decided upon by both parties prior to sixty (60) days before normal expiration.

F. Notwithstanding any other provision of this Agreement, the parties understand that the position of Director of the Washington Park Zoo may be abolished during the term of this Agreement as a result of initiative petition. In that event, the terms of this Agreement shall remain in effect and EMPLOYEE may elect either to continue employment in a capacity to be determined at that time or to consider himself terminated in accordance with Section III.

Section III. Termination and Severance Pay

A. In the event EMPLOYEE is terminated by METRO before expiration of the aforesaid term of employment and during such time that EMPLOYEE is willing and able to perform the duties of Director of the Washington Park Zoo, then in that event METRO agrees to pay EMPLOYEE a lump sum cash payment equal to three (3) months' aggregate salary; provided, however, that in the event EMPLOYEE is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, METRO shall have no

obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event METRO at any time during the employment term refuses, following written notice, to comply with any provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the Executive Officer of METRO that he resign, then, in that event, EMPLOYEE may at his option be deemed to be "terminated" at the date of such refusal or suggestion within the meaning and context of the severance pay provision herein cited as Section III. A.

C. In the event EMPLOYEE voluntarily resigns his position with METRO before expiration of the aforesaid term of employment, then EMPLOYEE shall give METRO three (3) months notice in advance.

Section IV. Salary

METRO agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of FIFTY THOUSAND (\$50,000.00) DOLLARS payable in installments at the same time as other employees of METRO are paid. In addition, METRO agrees to increase said base salary and/or other benefits of EMPLOYEE, based upon merit, in such amounts and to such an extent as the METRO Executive Officer may determine that it is desirable to do so, but not to exceed eight (8) percent per year, on the basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other employees generally. EMPLOYEE shall also receive cost of living increases at the same time and at the same rate as approved by METRO for all other employees.

Section V. Hours of Work

A. It is recognized that this Agreement is for professional service, that EMPLOYEE must devote substantial time to METRO business outside of normal office hours and that his duties are not limited to a forty-hour week. Therefore, EMPLOYEE is expected and allowed to establish personal office hours consistent with the need to carry out his responsibilities.

B. EMPLOYEE may engage in teaching, consulting and other non-METRO connected business to an extent which will not affect or infringe upon his performance as Director of the Washington Park Zoo, and no compensation may be accepted for such activities which are engaged in during normal office hours.

Section VI. Dues and Subscriptions

METRO agrees, subject to availability of funds, to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of METRO.

Section VII. Professional Development

A. METRO hereby agrees, subject to availability of funds, to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for METRO.

B. METRO also agrees, subject to availability of funds,

to budget and to pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for his professional development and for the good of METRO.

Section VIII. General Expenses

METRO recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses up to an annual budgeted amount upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Section IX. Vacation, Sick and Military Leave

A. EMPLOYEE shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other regular employees of METRO.

B. EMPLOYEE shall be entitled to military reserve leave time pursuant to state law and existing METRO policy.

Section X. Disability, Health, Life Insurance and Retirement

METRO agrees to provide fringe benefits such as health and dental insurance, retirement plan, life insurance and disability insurance in the same manner and to the same extent as provided other employees of METRO generally.

Section XI. Other Terms and Conditions of Employment

A. The Executive Officer shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of law or this Agreement.

B. All provisions of ordinances, regulations and rules

of METRO relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of METRO, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

Section XII. General Provisions

A. The text herein shall constitute the entire Agreement between the parties, and this Agreement shall supercede the METRO Employee Rules to the extent of any inconsistency therewith.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement shall become effective commencing July 1, 1982.

D. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, METRO has caused this Agreement to be signed and executed on its behalf by its Executive Officer and the EMPLOYEE has signed and executed this Agreement, both in duplicate, the day first above written.

EMPLOYEE:

METROPOLITAN SERVICE DISTRICT:

WARREN ILIFF

EXECUTIVE OFFICER

AJ/srb
5581B/289

GENERAL STATEMENT OF DUTIES:

Responsible for the administration and implementation of the Zoo's policies and programs including animal management, education and research, buildings and grounds maintenance, visitor services, public relations and budget and personnel services. Director formulates overall Zoo policies on the basis of Board direction. Evaluates general operational policies and procedures and takes appropriate action as required. Coordinates all planning and development programs associated with education and research, animal acquisition and exhibit design. Coordinates fund-raising activities and maintains communications with special groups and the general public through personal appearances and news media appearances.

SUPERVISION RECEIVED:

Works under the general policies and objectives of the Metropolitan Service District Council. The Director is expected to function with independence of action in developing specific program goals and content and appropriate operational procedures and methods of accomplishing Council policy and objectives. Work of the Director is periodically reviewed by the Council on the basis of results obtained.

SUPERVISION EXERCISED:

Directly supervises the Assistant Director who is responsible for day-to-day operations of the Zoo and the support staff in the office of the Director. Assigns or delegates assignments of activities to Assistant Director. Reviews performances and provides program direction through periodic consultation with the Assistant Director, department heads, observation of activities and participation in regular department staff meetings.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties; however, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Serves as the principal representative of Metro's Washington Park Zoo at all Council meetings, in fund-raising and other public relations activities and in all contacts associated with overall Zoo planning and development.
2. Carries out Council policy and serves as the primary contact between the Council and the Zoo; coordinates planning and development activities in accordance with Council policy.
3. Develops and maintains liaison with representatives, government agencies, private businesses and community organizations for the purpose of developing financial, policy or program support for the Zoo; meets with concern groups or individuals to

- discuss current or proposed programs or policies or resolve problems or complaints.
4. Determines program needs, identifies planning and program implementation problems, seeks resolution of problems and recommends to the Council adoption of policies to support program goals.
 5. Directs and participates in all planning activities associated with facilities or exhibit development.
 6. Carries out an extensive fund-raising and community support program through numerous appearances and membership on civic committees.
 7. Reviews preparation of annual budget to ensure proper relationship of proposed budget to program goals, presents budget to Council. Delegates preparation and administration of operating budget and resolution of budgetary problems to Assistant Director. Periodically reviews budget expenditures to ensure adherence to program objective guidelines.
 8. Maintains final authority for the appointment and dismissal of all permanent, full-time employees. Administration of the personnel system including labor contract administration is delegated to the Assistant Director.
 9. Holds regular meetings with the Assistant Director and department heads to review programs and activities.

RECRUITING REQUIREMENTS:
KNOWLEDGE, SKILL, ABILITY

Thorough knowledge of the principles and practices associated with management of a zoo, including care for animals in captivity, animal husbandry, exhibit design and visitor and education services. Thorough knowledge of scientific research principles and practices associated with captive animals. Thorough knowledge of modern public administration principles and evaluation, budgeting, personnel administration, problem identification and conflict resolution.


Considerable knowledge of community organization and development techniques and of resources available to assist in the developing of funding and skill in direct fund-raising.

Ability to analyze complex problems, conduct necessary research and use sound judgment in making decisions about difficult program, budget or administrative problems. Ability to discern appropriate program direction and develop and implement comprehensive program plans and direct completion of projects, in part through delegated responsibilities. Ability to adapt to and work effectively within the varied political and social environments encountered. Ability and skill in establishing and maintaining cooperative and productive working relationships with Council and advisory committee members, representatives of business, civic and government organizations, Zoo staff and the general public. Ability to write concise and effective correspondence, administrative reports and proposals and to speak effectively before various groups. Ability to plan, assign and review the work of staff either directly or through subordinate



METROPOLITAN SERVICE DISTRICT
527 S.W. HALL ST., PORTLAND, OR. 97201, 503/221-1646

MEMORANDUM

Date: August 5, 1982
To: Metro Council
From: Donald E. Carlson, Deputy Executive Officer 
Regarding: Agenda Item No. 6.2 (Ordinance No. 82-139, Amendment of Personnel Rules to Authorize Employment Contracts) and Agenda Item No. 7.1 (Resolution No. 82-345, Zoo Director's Employment Contract).

In my memo of July 28, 1982 regarding proposed changes to the Zoo Director's employment contract, I requested that the proposed change in Section III of the contract for the purpose of limiting the authority of the Executive Officer to terminate the Zoo Director not be approved. The reason for the request was based on Legal Counsel's advice that the section proposed to be amended deals with protections for the employee and the amendment so suggested would not achieve the objectives desired but might injure the employee.

If the Council desires to limit the Executive Officer's authority to terminate the Zoo Director, the following language should be added to Section 3 of proposed Ordinance No. 82-139:

(Agenda Item No. 6.2):

"(c) Hiring and termination by Metro of employees employed pursuant to this section shall only be with the approval or consent of the Council."

DEC:sh

c: R. Gustafson
A. Jordan

supervisors. Ability to appraise the quality of varied services and programs through inspection and review of work and to develop and implement improvements. Ability to provide direction and evaluation of animal behavior research programs. Ability to effectively interpret Council policy, laws, rules and regulations and explain their impact on the operation of Zoo to staff.

EXPERIENCE AND TRAINING:

Five years of progressively responsible program and general administrative experience in a zoo or related animal exhibit facility. Program experience should have provided exposure to animal propagation, acquisition and management and exhibit and visitor services development. General administrative work should have provided experience in budgeting, planning, employee supervision and fund-raising. Graduation from a four-year college or university with major course work in zoology, animal science, biology or closely related field. Any satisfactory equivalent combination of experience and training with ensures the ability to perform the work may substitute for the above.


SW:ss
2144B/157

2/81



METROPOLITAN SERVICE DISTRICT
527 S.W. HALL ST., PORTLAND, OR. 97201, 503/221-1646

MEMORANDUM

Date: July 28, 1982
To: Metro Council
From: Donald E. Carlson, Deputy Executive Officer 
Regarding: Resolution No. 82-345 -- Zoo Director Employment Contract

This item is on the August 5 Council agenda from the Coordinating Committee. Please find attached as Exhibit "A" my analysis of the Coordinating Committee's actions. Three changes to the agreement are being suggested. Attached as Exhibit "B" is Andy Jordan's analysis of one of the changes.

After consultation with Warren Iliff, we concur with the changes suggested by the Coordinating Committee in Sections II and IV of the contract, but ask that you not approve the change in Section III. If the Council wishes to restrict the Executive Officer's authority to discharge employees, we suggest you proceed with an amendment to the Personnel Rules.

Attached as Exhibit "C" is a copy of the Employment Contract as originally submitted.

DEC:sh

EMPLOYMENT AGREEMENT

*original
to R. G. W. I.
8-6-82*
*as amended by
Council 8/5/82*

THIS AGREEMENT, made and entered into this _____ day of _____, 1982, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter called "METRO," and WARREN ILIFF, hereinafter called "EMPLOYEE."

W I T N E S S E T H :

WHEREAS, METRO desires to continue to employ the service of Warren Iliff as Director of the Washington Park Zoo; and

WHEREAS, It is the desire of METRO to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, It is a primary purpose of this Agreement to assure EMPLOYEE'S continuing leadership of the Zoo; and

WHEREAS, It is the desire of METRO to: 1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; 2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and 4) to provide a just manner for terminating EMPLOYEE'S services at such time as he may be unable fully to discharge his duties due to age or disability or when METRO may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE desires to accept and continue employment as Director of the Washington Park Zoo;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section I. Duties

METRO hereby agrees to continue to employ Warren Iliff as Director of the Washington Park Zoo to perform the functions and duties specified in the attached Job Description, and to perform such other legally permissible and proper duties and functions as the METRO Executive Officer shall from time to time assign. EMPLOYEE hereby agrees to accept and continue such employment.

Section II. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of METRO to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section III, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any

time from his position with METRO, subject only to the provision set forth in Section III, paragraph C, of this Agreement.

C. EMPLOYEE agrees to remain in the exclusive employ of METRO until July 1, 1984, and neither to seek, to accept, nor to become employed by any other employer until said termination date, unless termination occurs sooner as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on EMPLOYEE'S time off.

D. In the event written notice is not given by either party to this Agreement to the other six (6) months prior to the termination date as hereinafter provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said Agreement shall continue thereafter for one-year periods unless sixty (60) days written notice is given prior to time of expiration.

E. This Agreement shall be subject to renegotiation of any or all terms, such renegotiation to occur between ninety (90) and sixty (60) days prior to normal expiration of the period of the Agreement. Such renegotiation may be requested by either party, and all changes in terms resulting from renegotiation shall be decided upon by both parties prior to sixty (60) days before normal expiration.

Section III. Termination and Severance Pay

A. In the event EMPLOYEE is terminated by METRO before expiration of the aforesaid term of employment and during such time that EMPLOYEE is willing and able to perform the duties of Director of the Washington Park Zoo, then in that event METRO agrees to pay EMPLOYEE a lump sum cash payment equal to three (3) months' aggregate salary; provided, however, that in the event EMPLOYEE is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, METRO shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event METRO at any time during the employment term refuses, following written notice, to comply with any provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the Executive Officer of METRO that he resign, then, in that event, EMPLOYEE may at his option be deemed to be "terminated" at the date of such refusal or suggestion within the meaning and context of the severance pay provision herein cited as Section III. A.

C. In the event EMPLOYEE voluntarily resigns his position with METRO before expiration of the aforesaid term of employment, then EMPLOYEE shall give METRO three (3) months notice in advance.

Section IV. Salary

METRO agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of FIFTY THOUSAND (\$50,000.00) DOLLARS payable in installments at the same time as other employees of METRO are paid. EMPLOYEE shall also receive cost of living increases at the same time and at the same rate as approved by METRO for all other employees.

Section V. Hours of Work

A. It is recognized that this Agreement is for professional service, that EMPLOYEE must devote substantial time to METRO business outside of normal office hours and that his duties are not limited to a forty-hour week. Therefore, EMPLOYEE is expected and allowed to establish personal office hours consistent with the need to carry out his responsibilities.

B. EMPLOYEE may engage in teaching, consulting and other non-METRO connected business to an extent which will not affect or infringe upon his performance as Director of the Washington Park Zoo, and no compensation may be accepted for such activities which are engaged in during normal office hours.

Section VI. Dues and Subscriptions

METRO agrees, subject to availability of funds, to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of METRO.

Section VII. Professional Development

A. METRO hereby agrees, subject to availability of funds, to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for METRO.

B. METRO also agrees, subject to availability of funds, to budget and to pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for his professional development and for the good of METRO.

Section VIII. General Expenses

METRO recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses up to an annual budgeted amount upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Section IX. Vacation, Sick and Military Leave

A. EMPLOYEE shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other regular employees of METRO.

B. EMPLOYEE shall be entitled to military reserve leave time pursuant to state law and existing METRO policy.

Section X. Disability, Health, Life Insurance and Retirement

METRO agrees to provide fringe benefits such as health and dental insurance, retirement plan, life insurance and disability insurance in the same manner and to the same extent as provided other employees of METRO generally.

Section XI. Other Terms and Conditions of Employment

A. The Executive Officer shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of law or this Agreement.

B. All provisions of ordinances, regulations and rules of METRO relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of METRO, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

Section XII. General Provisions

A. The text herein shall constitute the entire Agreement between the parties, and this Agreement shall supercede the METRO Employee Rules to the extent of any inconsistency therewith.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement shall become effective commencing July 1, 1982.

D. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, METRO has caused this Agreement to be signed and executed on its behalf by its Executive Officer and the

EMPLOYEE has signed and executed this Agreement, both in duplicate,
the day first above written.

EMPLOYEE:

METROPOLITAN SERVICE DISTRICT:

WARREN ILIFF

EXECUTIVE OFFICER

AJ/gl
5581B/289