

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING THE) RESOLUTION NO. 03-3264
APPOINTMENT OF MARK B. WILLIAMS AS)
INTERIM CHIEF OPERATING OFFICER) Introduced by Council President David
) Bragdon

WHEREAS, pursuant to Section 26 of the Metro Charter, as amended on November 7, 2000, the Metro Council created the Office of Chief Operating Officer, to take effect on January 6, 2003;

WHEREAS, the duties and responsibilities of the Chief Operating Officer are described and provided for in the Metro Code;

WHEREAS, the Metro Council President has the authority to appoint the Chief Operating Officer subject to confirmation of the Metro Council;

WHEREAS, the Metro Council President and Council have secured the services of an executive recruiter to assist in the selection of a Chief Operating Officer. The selection of the Chief Operating Officer has not been concluded and the Council President desires to appoint an Interim Chief Operating Officer to serve until the selection process is completed;

WHEREAS, the Metro Council President has appointed Mark B. Williams to serve as Interim Chief Operating Officer subject to Council confirmation;

WHEREAS, Mark B. Williams is qualified to be the Interim Chief Operating Officer; and

WHEREAS, the Metro Code provides that the employment of a Chief Operating Officer shall be subject to the terms of an employment agreement and the Metro Council President has negotiated an employment agreement with Mark B. Williams, subject to approval by the Council; now therefore

BE IT RESOLVED by the Metro Council:

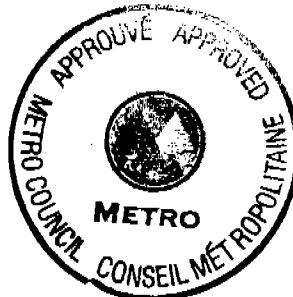
1. The appointment of Mark B. Williams as Interim Chief Operating Officer is confirmed; and
2. The Metro Council President is authorized to execute an employment agreement with Mark B. Williams, substantially similar in form to Exhibit A attached hereto.

ADOPTED by the Metro Council this 6th day of January, 2003


David Bragdon, Council President

Approved as to Form:


Daniel B. Cooper, Metro Attorney



**EXHIBIT A TO RESOLUTION NO. 03-3264
EMPLOYMENT AGREEMENT FOR INTERIM METRO CHIEF OPERATING OFFICER**

RECITALS:

1. Mark B. Williams currently serves as the General Manager of Metropolitan Exposition-Recreation Commission ("MERC"), a municipal commission and subdivision of Metro organized under Chapter 6 of the Metro Code.
2. Metro has requested that Williams serve as Metro's Interim Chief Operating Officer until a permanent selection has been made for that position, and Williams has agreed to serve in that capacity.
3. Williams intends to take a leave of absence from his position as General Manager of MERC, and return to that position after a permanent Chief Operating Officer has been selected.
4. Metro and Williams wish to put this agreement in writing.

AGREEMENT:

1. This Employment Agreement ("Agreement") is made pursuant to the Metro Charter and Metro Code provisions governing the position of Metro Chief Operating Officer. Nothing contained herein shall waive or limit any of Metro's rights as established by Metro Charter, Metro Code, or any other applicable law, including the right to dismiss the Chief Operating Officer as provided therein.
2. This Agreement shall be effective as of January 6, 2003.
3. This Agreement shall automatically terminate without notice or further action of the parties on the earliest of the following occurrences:
 - (a) On March 31, 2003 (unless further extended by the parties as provided below).
 - (b) On the first regularly scheduled day of work of the individual selected and confirmed by the Metro Council as permanent Chief Operating Officer.
 - (c) 72 hours after the Metro Council President gives written notice of termination.
4. Williams shall be paid at an annual rate of \$124,818.00, in the same manner and at the same frequency as all other Metro employees. If this Agreement is terminated prior to the end of a pay period, Williams' salary shall be pro-rated to the date of termination.
5. Williams' eligibility for benefits and accrual of vacation, sick and other leave shall continue as is currently provided in his employment agreement as MERC General Manager. Metro has arranged with MERC to continue Williams' benefits, including accrual of vacation, sick and other leave, provided pursuant to his employment agreement as MERC General Manager.
6. Williams' leave of absence as MERC General Manager and term of service as Interim Chief Operating Officer shall not constitute a break in service for insurance or any other purposes. Metro has further arranged with MERC that Williams' leave of absence as MERC General Manager during his service as Interim Chief Operating Officer shall not constitute a break in service for insurance or any other purpose.
7. This Agreement may be extended beyond March 31, 2003, by a written agreement signed by the Council President and Williams.
8. This Agreement constitutes the entire agreement between the parties.

IT IS SO AGREED:

Mark B. Williams

David Bragdon
Metro Council President

APPROVED AS TO FORM:

Daniel B. Cooper
Metro Attorney