

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 135

Authorizing the Chairman and Secretary-Treasurer, on behalf of the Metropolitan Exposition-Recreation Commission to enter into a new Employment Agreement with LeRoy W. Fehrenkamp for continued service as General Manager of the Commission.

The Metropolitan Exposition-Recreation Commission finds:

1. That LeRoy W. Fehrenkamp served as General Manager of the City Exposition-Recreation Commission since April 15, 1987 and

2. That LeRoy W. Fehrenkamp also served the Metro Exposition-Recreation Commission as General Manager since January 15, 1988 and

3. That the Commission is pleased with the accomplishments of the organization under the direction of Fehrenkamp as General Manager and

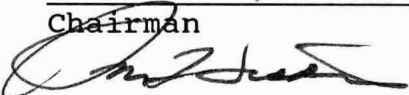
4. That the Commission wants Fehrenkamp to continue to serve as its General Manager and LeRoy W. Fehrenkamp agrees to continue to serve as General Manager under the terms and conditions set forth in the Employment Agreement referred to below.

BE IT THEREFORE RESOLVED that the Commission approves the general terms of the new Employment Agreement with LeRoy W. Fehrenkamp for his services as General Manager for a period of three years in the form set out in Exhibit "A" attached hereto; and hereby authorizes the Chairman and the Secretary-Treasurer to execute a final agreement on behalf of the Commission in substantially the same terms.

Passed by the Commission on June 19, 1991

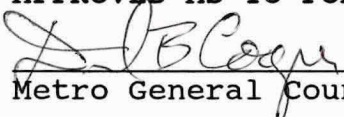


Chairman



Secretary-Treasurer

APPROVED AS TO FORM:



Metro General Counsel

EMPLOYMENT AGREEMENT

DRAFT

This Agreement is entered into on June 19, 1991, to be effective as of April 15, 1991, between the Metropolitan Exposition-Recreation Commission (Commission), a subdivision of the Metropolitan Service District (Metro), a municipal corporation of the State of Oregon, and LeRoy W. Fehrenkamp (Fehrenkamp).

WITNESSETH

RECITALS:

1. Through a screening, interviewing and investigating process, the Commission selected LeRoy Fehrenkamp in 1987 to act as its General Manager.
2. Fehrenkamp served the Commission as General Manager for four years, and the parties desire to enter into an Agreement setting forth the terms and conditions of Fehrenkamp's continued service as the Commission's General Manager.

IN CONSIDERATION of the compensation to be paid by the Commission to Fehrenkamp, as specified in this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties hereby agree:

1. Subject to the Commission's right to terminate this Agreement as specified in paragraph 2 below, the Commission hereby employs and Fehrenkamp hereby accepts employment from the Commission for Fehrenkamp's services as the Commission's General Manager for the period beginning April 15, 1991, and continuing through April 15, 1994.
2. Notwithstanding the term of employment specified in the previous paragraph, the Commission shall have the right and option to terminate this Agreement upon giving Fehrenkamp at least 180 days' written notice of its intention to terminate this Agreement. Upon the giving of such notice, this Agreement shall terminate on the date specified in the notice.

If the Commission shall terminate this Agreement without cause, it shall pay Fehrenkamp four weeks' compensation commencing with the termination date set forth in the notice of termination.

3. Fehrenkamp shall, at all times, faithfully, industriously and to the best of his ability, experience and skills provide his services as General Manager of the Commission and shall perform all duties as may be required of him by the Commission.
4. During the term of this Agreement, Fehrenkamp shall devote all of his time, attention, knowledge and skills solely to the Commission as its General Manager, and shall not accept any other employment or engage in any outside business or enterprise, without the Commission's written consent.
5. As compensation for Fehrenkamp's services, the Commission shall pay him the sum of Eighty-Eight Thousand Dollars (\$88,000.00) per year, payable in no less frequent installments than once each month. The Commission shall review Fehrenkamp's annual salary at the end of each year of the contract.
6. In addition to the compensation specified above, the Commission shall provide Fehrenkamp all employee benefits provided by the Commission to its employees including health and dental insurance, retirement benefits, life insurance, social security, workers' compensation, paid holidays, paid vacations, sick leave, funeral leave, military leave, leave for jury duty and credit union options, etc.
7. In addition to the compensation specified above, the Commission shall provide Fehrenkamp:
 - a. A suitable automobile commensurate to Commission business for Fehrenkamp's use in the performance of his duties. The Commission shall pay all expenses of operation of the automobile, including the costs of insurance (Metro self-insurance program) and maintenance.
 - b. All travel, entertainment and other expenses incurred by Fehrenkamp in the performance of his duties, in the amounts approved in the fiscal year budget.
 - c. All dues for professional associations, civic and service organizations as shall be deemed advantageous and advisable to the Commission. In this regard, the Commission strongly recommends Fehrenkamp be actively involved with and attend association meetings and professional conferences such as IAAM, ASAE, NAEM, PCMA, RCMA, OSAE, etc., to keep the Commission and staff abreast of convention / entertainment industry trends and to market Commission facilities and the City of Portland, Oregon. Additional association memberships are subject to Commission approval. The Commission shall pay the cost of travel, registration, tuition, lodging, food and entertainment for attending these functions.

- d. In keeping with the Commission's recommendation on association involvement in paragraph 7c above, the Commission will provide all spousal travel and related expenses for two association conferences of Fehrenkamp's choice each year.
 - e. The Commission recommends Fehrenkamp pursue obtaining a club membership suitable to Commission business and for the continued enhancement of marketing and customer relations. Actual club selected is subject to Commission approval. All fees and expenses associated with club membership will be paid by the Commission and ownership of the membership remains with the Commission with Fehrenkamp designated as the user of this corporate membership.
 - f. The Commission understands that in the performance of the General Manager's duties, it is necessary for the General Manager to attend events in all facilities managed by the Commission. Therefore, Fehrenkamp will be provided with four (4) tickets to each event in all facilities managed by the Commission for Fehrenkamp's use and as a tool for marketing and customer relations.
8. The Commission may terminate this Agreement for "cause" upon giving Fehrenkamp thirty (30) days' notice of its intent to terminate. Upon giving of such notice, this Agreement shall terminate on the date specified in said notice.

"Cause" for purposes of termination shall be defined as any one or more of the following:

- a. Willful failure to perform any of the terms or requirements of this Agreement;
 - b. Willful failure to follow specific lawful directives of the Commission;
 - c. Misappropriation of funds or property of the Commission;
 - d. Conviction of any crime the nature of which would tend to bring discredit to the Commission or its operations.
9. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement, shall be decided by arbitration in accordance with the applicable rules relating to employment contracts of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

The award or decision rendered by the arbitrator, or arbitrators, shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

EXECUTED IN QUADRUPLICATE on _____, 1991, to be effective as of April 15, 1991.

LeROY FEHRENKAMP

METROPOLITAN SERVICE DISTRICT,
acting by and through METROPOLITAN
EXPOSITION-RECREATION COMMISSION

By _____
Chairman

By _____
Secretary / Treasurer

APPROVED AS TO FORM:

Metro Counsel