

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 97-28

For the Purpose of Appointing Mark B. Williams as MERC General Manager

**Whereas**, the Commission has the authority to appoint its General Manger; and,

**Whereas**, the Commission has engaged in a public process in order to determine the individual best suited for the General Manager position; and,

**Whereas**, the Commission finds that Mark B. Williams is best suited to serve as the Commission's General Manager,

**BE IT THEREFORE RESOLVED** that the Commission appoints Mark B. Williams as its General Manager.

**BE IT FURTHER RESOLVED** that the Commission Chair is authorized to negotiate and execute an employment agreement with Mr. Williams.

Passed by the Commission on May 14, 1997.

  
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Chair

  
\_\_\_\_\_  
Secretary-Treasurer

APPROVED AS TO FORM:  
Daniel B. Cooper, General Counsel

By:   
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Kathleen Pool  
Senior Assistant Counsel

AT WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this 11<sup>th</sup> day of JUNE, 1997, to be effective immediately, between the Metropolitan Exposition-Recreation Commission (Commission), a subdivision of Metro, a municipal corporation of the State of Oregon, and Mark B. Williams (Williams).

WITNESSETH:

RECITALS:

Whereas, the Commission requires the services of a General Manager; and

Whereas, the Commission entered into a public process in order to select a General Manager; and

Whereas, the public process entered into by the Commission resulted in the selection of Mark B. Williams as the Commission's General Manager; and

Whereas, Williams has the qualifications and the desire to serve the Commission as its General Manager;

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

1. Engagement. Subject to the Commission's right to terminate and/or decline to renew this Agreement as specified below, the Commission hereby employs and Williams hereby accepts employment from the Commission for Williams' services as the Commission's General Manager.

2. Services. Williams shall faithfully, industriously, and to the best of his ability, provide his services as General Manager of the Commission, and shall perform all duties as may be required of him by the Commission. Williams shall execute, maintain, and carry out all lawful resolutions of the Commission, and shall at all times act in a fiduciary capacity towards the Commission.

3. Exclusivity. During the term of this Agreement, and except as otherwise provided herein, Williams shall devote his time, attention, knowledge, and skills to the Commission as its General Manager, and shall not accept any other paid employment without the Commission's written consent.

4. Term of Agreement. This Agreement shall begin upon execution by both parties, provided that the salary provisions of this Agreement shall be effective retroactive to June 1, 1997. This Agreement shall expire on June 30, 1999, unless further extended by mutual agreement of the parties as specified herein.

5. Extension Option. By mutual agreement of the parties, this Agreement may be extended for an additional year. It is the expectation and intention of the parties that any Agreement on an extension year shall be made and entered into by the parties no later than June 30, 1998, and shall be based on the Commission's evaluation of Williams' performance as General Manager during the initial year of this Agreement, as well as Williams' continued desire to serve in that capacity.

6. Salary. As compensation for Williams' services, the Commission shall pay Williams the sum of \$93,766.00 per year, payable in the same frequency and manner as other Commission employees. Williams' performance and salary shall be reviewed annually by the Commission, as provided below.

7. Performance/Salary Reviews. Williams and the Commission, acting through its Chair, shall annually agree on a work plan for Williams. The Commission shall annually evaluate Williams' performance based on his fulfillment of the goals set forth in the work plan, and any other matters deemed appropriate for consideration by the Commission. Any salary adjustments shall be based on the Commission's annual evaluation of Williams' performance. No failure to evaluate Williams or to agree on a workplan shall limit the Commission's right to terminate Williams as specified in this Agreement.

8. Benefits. In addition to the salary specified above, the Commission shall provide Williams all employee benefits provided by the Commission to its employees, including health and dental insurance, PERS retirement benefits, life insurance, Social Security, Workers' Compensation, paid holidays, paid vacations, sick leave, funeral leave, military leave, leave for jury duty, and any other leaves required or established by law or by MERC's personnel policies, and credit union options. Williams shall accrue paid vacation leave of four weeks per year. In all other respects, Williams' vacation and personal leave shall be governed by the Commission's personnel policies, except that any references requiring approval by "the General Manager" shall require approval by the Chair of the Commission.

9. Employment to be At Will. It is understood and agreed between the parties that Williams shall be employed solely and exclusively as an at will employee, and shall serve purely at the pleasure of the Commission. It is further understood and agreed that neither this Agreement, nor service provided under this Agreement, shall create a property interest of any kind. This Agreement has no monetary value.

10. Attorney Status. From time to time, Williams may act as an attorney, subject to the approval of Metro's General Counsel as required by Metro Code Section 6.01.040(m) and to the extent not inconsistent with Williams' duties as General Manager. When so acting, Williams shall observe all applicable ethical requirements of the legal profession, including but not limited to the maintenance of attorney-client secrets and confidences. Commission shall reimburse Williams for reasonable expenses related to maintaining Williams' attorney status, including but not limited to expenses related to bar dues, maintenance of existing professional memberships, and the costs of meeting any continuing legal education requirements. Williams shall be permitted to engage in pro bono activities required or encouraged for members of the Bar, to the extent that such activities present no conflict and are not inconsistent with Williams' service as General Manager.

11. Successorship. This agreement shall inure to and shall be binding upon the Commission's successors, assigns, trustees, etc.

12. Termination. This Agreement may be terminated in any of the following three manners. In each case, the severance provisions applicable to each type of termination shall govern.

A. Termination by Expiration/Non-Renewal. This Agreement shall terminate, without further action by the parties, on June 30, 1999. In the event that the parties mutually agree to the one year extension period contained in paragraph 5, above, this Agreement shall terminate, without further action by the parties, on June 30, 2000. In the event that Williams' services are not retained by the Commission beyond June 30, 1999, or June 30, 2000, in the event that the extension year is agreed to, Commission shall pay to Williams (a) 90 days salary as severance pay, not including benefits or the value of any benefits, and (b) the cash value of any accrued and unused vacation leave.

B. Termination for Convenience. The Commission may terminate this Agreement whenever it determines that it would be convenient and/or desirable to do so. In the event that the Commission elects to terminate this Agreement for convenience, this Agreement shall terminate upon a date of the Commission's choosing. In the event of a termination for convenience, the Commission shall provide Williams with a written statement of the reasons for the termination. In the event of a termination for convenience, Commission shall pay to Williams (a) six (6) months salary as severance pay, not including benefits or the value of any benefits, and (b) the cash value of any accrued and unused vacation leave.

C. Termination for Cause. The Commission may terminate this Agreement for "cause" by giving Williams 72 hours written notice of its intent to terminate for "cause." In the event that the Commission elects to terminate this Agreement for "cause," no severance pay shall be due Williams. "Cause" shall include one or more of the following:

1. Willful failure to follow lawful resolutions or directives of the Commission;
2. Misappropriation of funds or property of the Commission;
3. Commission of any act, the nature of which would tend to bring discredit or embarrassment to the Commission or its operations;
4. Conviction of any offense, the nature of which would tend to bring discredit or embarrassment to the Commission or its operations.


13. Entire Agreement. This Agreement is the final agreement between the parties. It is intended to be a complete and final expression of the agreement between the parties, and supersedes any and all prior discussions or agreements.

14. Modification. This Agreement can only be modified or extended by a written amendment, signed by Williams and the Chair and Secretary-Treasurer of the Commission. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in

any way. No practices or customs which may arise between Williams and the Commission shall modify this Agreement or affect its or affect its meaning in any way.

15. Severability. In the event that any court of competent jurisdiction determines that one or more portions of this Agreement are invalid or unlawful, the remaining portions shall remain in full force and effect.

EXECUTED IN QUADRUPLICATE on JUNE 11, 1997, to be effective immediately.

  
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MARK B. WILLIAMS

**METRO,**  
acting by and through its  
**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION**

By: Alice Norris  
Alice Norris, Chair

By: George E. Bell  
George Bell, Secretary-Treasurer

APPROVED AS TO FORM:

Daniel B. Cooper  
Metro General Counsel

By: Kathleen Pool  
Kathleen Pool  
Senior Assistant Counsel