

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 96-59

For the purpose of appointing Mark B. Williams as Interim General Manager of the Metropolitan Exposition-Recreation Commission, for the period of November 11, 1996 to June 30, 1997.

Whereas, The Commission's General Manager has submitted his resignation; and

Whereas, The Commission is in a period of transition; and

Whereas, The Commission has determined that it is desirable to appoint an Interim General Manager, for a specified period of time; and

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


BE IT THEREFORE RESOLVED:

1. That the Metropolitan Exposition-Recreation Commission finds that it is desirable to appoint Mark B. Williams as Interim General Manager of the Commission for a specified period of time.
2. That The Commission appoints Mark B. Williams as Interim General Manager of the Commission, for a period beginning November 11, 1996 and ending on June 30, 1997, unless further extended, at a salary of \$85,400 per year, subject to the execution of an appropriate employment agreement between the Commission and Mr. Williams.
3. That the Chair and Secretary-Treasurer are authorized to negotiate and execute the precise terms of an employment agreement with Mr. Williams.
4. That this Resolution shall be effective upon adoption.

Passed by the Commission on November 8, 1996.


Chair


Secretary/Treasurer

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

AT WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this 8th day of November, 1996, 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 is in a period of transition; and

Whereas, The Commission has determined that it is desirable to appoint an Interim General Manager, for a specified period of time; and

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

NOW, THEREFORE, IN CONSIDERATION of the compensation to be paid by the Commission to Williams, as specified in the 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 this Agreement as specified herein, below, the Commission hereby employs and Williams hereby accepts employment from the Commission for Williams' services as the Commission's Interim General Manager, for the period beginning November 11, 1996, and continuing through June 30, 1997.
2. Services. Williams shall faithfully, industriously, and to the best of his ability, provide his services as Interim 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 Interim General Manager, and shall not accept any other employment without the Commission's written consent.
4. Salary. As compensation for Williams' services, the Commission shall pay Williams the sum of \$85,400.00 per year, payable in the same frequency and manner as other Commission employees. The Commission may review Williams' salary whenever it deems such review to be necessary or desirable.

5. 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, 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. Williams shall accrue paid vacation leave of four weeks per year. In all other respects, Williams' vacation leave shall be governed by the Commission's personnel policy, except that any references requiring approval by "the General Manager" shall require approval by the Chair of the Commission.

6. Expenses. In addition to the salary specified above, the Commission shall reimburse Williams for reasonable expenses incurred by him which directly benefit the Commission, including transportation and professional association memberships, in a manner consistent with policies adopted by the Commission.

7. 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.

8. Transition To/From Commission. It is acknowledged that Williams previously served the Commission as one of its attorneys, through Metro's Office of General Counsel, and that Williams has taken a leave of absence from his position at Metro for the duration of his employment by Commission. This paragraph shall govern Williams' transition to/from employment by the Commission:

A. Upon the effective date of this Agreement, all of Williams' accrued and unused vacation, personal and sick leave shall transfer with him to be applicable to his employment with Commission. Upon termination of this agreement, Williams shall be entitled to payment of any accrued and unused vacation leave if he is for any reason unable to transfer all or part of said leave back to his employment with Metro.

B. In the event that this Agreement terminates by expiration or the Commission terminates this Agreement for convenience, as specified in Paragraph 11 below, and Williams is for any reason unable to return to his previous position with Metro, Williams shall receive (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.

9. Continued Service as Commission's 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 Interim General Manager, Williams may continue to serve as one of the Commission's attorneys during his service as Interim General Manager. 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' ability to act as one of Commission's attorneys, including but not limited to expenses related to bar dues, maintenance

of existing professional memberships, and the costs of meeting continuing legal education requirements.

10. Extension of this Agreement. In the event that Williams' continued services as Interim General Manager are required beyond June 30, 1997, this Agreement may be extended by mutual written agreement between Williams and the Chair of the Commission.

11. Termination. This Agreement may be terminated in any of the following manners:

A. Termination by Expiration. This Agreement shall terminate, without further action by the parties, on June 30, 1997.

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.

C. Termination for Cause. The Commission may terminate this Agreement for "cause" by giving Williams 72 hours 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.

12. Performance Evaluations. The Commission may perform performance evaluations of Williams in any manner and on any schedule that the Commission finds convenient. No failure by the Commission to evaluate Williams' performance shall limit the Commission's right to terminate this Agreement, as specified above.

13. Entire Agreement. This Agreement is the entire 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. Except as otherwise provided herein, this Agreement can only be modified by a written amendment, signed by Williams and by the Chair and

Secretary/Treasurer of the Commission on behalf of the Commission and pursuant to a formal resolution of the Commission. No oral or written statements, promises, or course of conduct shall serve to modify this Agreement in any way. No practices or customs which may arise between Williams and the Commission shall modify this Agreement or affect its meaning in any way.

15. Severability. In the event that any authority 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 November 8, 1996, to be effective immediately.




MARK B. WILLIAMS

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

By: 

Chair

APPROVED AS TO FORM:



Daniel B. Cooper, General Counsel

By: 

Secretary/Treasurer

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