

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 99-06

For the Purpose of Approving a Legal Services Agreement with Metro's Office of General Counsel.

WHEREAS, Metro Code Section 6.01.040(m) provides that Metro's Office of General Counsel shall serve as MERC's legal counsel, and that the appropriate cost of those services shall be determined by agreement between MERC and the Office of General Counsel, and

WHEREAS, MERC staff has negotiated a legal services agreement with Metro's Office of General Counsel which provides for all of MERC's legal needs to be met for an annual retainer of \$77,087.00 for the period beginning July 1, 1999 and ending June 30, 2000.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Commission approves the proposed Memorandum of Understanding, attached as Exhibit A, between MERC and Metro's Office of General Counsel.
2. The General Manager is authorized to sign the Memorandum of Understanding on behalf of the Commission.

Passed by the Commission on January 20, 1999.


Chair


Secretary-Treasurer

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

By: 
Kathleen Pool, Senior Assistant Counsel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "Memorandum") is entered into between the Metropolitan Exposition-Recreation Commission (hereinafter, "MERC") and Metro's Office of General Counsel (hereinafter, "Contractor"), collectively referred to as "the Parties," pursuant to the terms of Metro Code Section 6.01.040(m).

A. RECITALS

1. MERC is a municipal commission organized under Chapter 6 of the Metro Code.
2. Contractor is Metro's Office of General Counsel, organized pursuant to Chapter 2.08 of the Metro Code.
3. Section 6.01.040(m) provides in pertinent part that MERC's "legal services shall be provided to the commission by Metro's Office of General Counsel; fees for such services shall be as agreed to by the commission and Metro."
4. This Memorandum is entered into between the Parties in order to implement on an administrative level the requirements of Metro Code Section 6.01.040(m).

B. TERMS

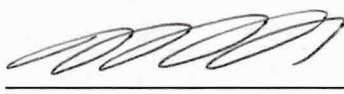
1. Term of Memorandum. The term of this Memorandum begins on July 1, 1999, and ends on June 30, 2000.
2. Engagement. During the term of this Memorandum, Contractor shall provide MERC with all legal services required by MERC, including, without limitation, legal advice, counsel, and representation in all matters and/or before all tribunals, as required by MERC or its delegees. Contractor shall faithfully observe the requirements imposed on legal counsel by the Code of Professional Responsibility and other appropriate authorities.
3. Right to Direct Legal Counsel. MERC or its delegees shall have the right to direct Contractor's activities performed on behalf of MERC, consistent with the requirements of the Code of Professional Responsibility. All decisions which by law, custom or tradition are the decision of the client in an attorney-client relationship are reserved to MERC.
4. Compensation. As total compensation for its services during the term of this Memorandum, MERC shall pay to Contractor the flat sum of \$77,087. It is understood between the Parties that this sum anticipates that a full-time attorney will be assigned to MERC at all times during the term of this Agreement; such attorney may have other assignments as well. In the event that a less than full-time attorney is assigned to MERC

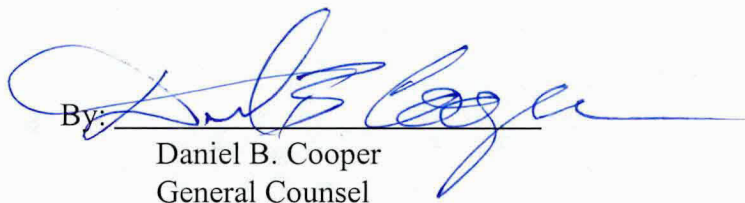
during the term of this Memorandum, the Parties agree to meet and bargain in good faith towards an appropriate reduction in the total compensation to be paid to Contractor by MERC.

5. Retention of Outside Counsel. MERC shall not retain outside counsel without the concurrence and approval of Contractor. Except where prohibited by the Code of Professional Responsibility, Contractor shall supervise all outside counsel employed by MERC. Outside counsel shall not be retained by Contractor to represent MERC without the consent of MERC or its delegees, and subject to MERC's right of approval of any fee arrangements. In no case shall MERC be required over its objection to retain outside counsel for any fee over and above the compensation payable under this Memorandum.
6. Renegotiation of Compensation. MERC may initiate a renegotiation of the compensation payable by MERC to Contractor pursuant to this Memorandum in the event of a significant unexpected budget shortfall for MERC. A significant unexpected budget shortfall for MERC shall be defined as an unanticipated 10% increase in MERC expenditures, or 10% decrease in MERC revenues due to market conditions, natural disasters or other occurrences beyond the control of MERC. In the event that MERC wishes to renegotiate compensation pursuant to this paragraph, MERC shall provide Contractor with 30 days' advance notice in writing. Thereafter, the Parties shall meet and bargain in good faith for a successor provision on compensation.
7. Extension of Memorandum. This Memorandum shall be automatically renewed on a year-to-year basis without further actions of the Parties, unless either party provides the other party with a written notice of its intent to renegotiate any of the terms herein. Any request for renegotiation must be received by the other party no later than January 1, 2000.

MERC:

CONTRACTOR:

By: 
Mark B. Williams
General Manager

By: 
Daniel B. Cooper
General Counsel

Date: 2/17/99

Date: 12/11/98