

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 08-11

For the Purpose of Amending the At-Will Employment Agreement of the MERC CEO In Regard to Performance Evaluation and Compensation.

WHEREAS, MERC wants to delegate authority to the MERC Chair in regard to the CEO's annual performance review with the consultation of the Commission; and

WHEREAS, MERC wants to delegate the authority to the MERC Chair to determine the CEO's annual salary increase, if any, and performance incentives, if any, with the consultation of the Commission; and

WHEREAS, MERC wants the CEO's annual performance review to take place in Executive Session with the entire Commission and

WHEREAS, the parties agree that the CEO's contract should be amended to reflect the above;

BE IT THEREFORE RESOLVED AS FOLLOWS:


1. MERC hereby agrees to amend the CEO's At-Will Employment Agreement and delegates the authority to the MERC Chair to execute the First Amendment To At-Will Employment Agreement attached as Exhibit A to this resolution.

Passed by the Commission on 9-24, 2008.



Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney

By: 

Nathan A. Schwartz Sykes, Senior
Attorney



Secretary-Treasurer

**FIRST AMENDMENT TO DAVID WOOLSON
AT WILL EMPLOYMENT AGREEMENT**

RECITALS

A. The Metropolitan Exposition Recreation Commission ("MERC" Or "Commission") and David Woolson ("Woolson"), collectively referred to as "the Parties," entered into the David Woolson At Will Employment Agreement effective April 30, 2007, (hereinafter, "the Agreement").

B. The Parties wish to clarify the determination of Woolson's salary increases and performance incentives and delegate the authority to the MERC Chair to make these determinations in consultation with the Commission.

AGREEMENT

Effective and retroactive to July 1, 2008, the parties agree to amend the Agreement as follows:

1. Section 6 of the Agreement shall be amended as follows:

A. The third sentence in Section 6(A) shall be replaced by "Any salary increases shall be based on MERC's annual evaluation of Woolson's performance, availability of funding, and on MERC's assessment of inflation and a survey of annual salaries paid to comparable positions and shall be determined by the MERC chair after consultation with the Commission."

B. The second sentence of Section 6(E) shall be replaced by "Prior to July 31 of each fiscal year, Woolson and the MERC Commission, acting through the MERC Chair, shall mutually agree on an annual work plan for Woolson for that fiscal year. The work plan shall include measurable performance goals for Woolson and shall provide for a review methodology to measure Woolson's accomplishment of the annual work plan. The performance incentive amount will be determined by the MERC Chair after consultation with the Commission and based upon attainment of the goals of the work plan."

2. Section 7 shall be amended as follows:

Section 7 shall be replaced by the following language: "The MERC Chair in consultation with the Commission shall annually evaluate Woolson's performance prior to June 30, if possible. The MERC Chair shall present the annual review to Woolson in an executive session of the Commission following the annual evaluation of Woolson's performance. No failure to evaluate Woolson shall limit MERC's right to terminate Woolson as specified in this Agreement."

3. All other provisions in the Agreement shall continue unchanged except that if there is a conflict between the Agreement and this First Amendment, the First Amendment shall control.
4. This First Amendment, together with the Agreement are the final agreements between the Parties, shall be construed as having been drafted jointly by the Parties, are intended to be a complete and final expression of the agreement between the Parties, and shall supersede any and all prior discussions or agreements.

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

DAVID WOOLSON

By: _____

David Woolson
Chief Executive Officer

Title: _____

Date: _____

Date: _____

Approved as to form:
Daniel B. Cooper, Metro Attorney

By: Nathan A. Schwartz Sykes

Date: _____