

**NORTH BEACH WATER DISTRICT PACIFIC
COUNTY, WASHINGTON**

RESOLUTION NO.30-2015

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH BEACH DISTRICT, PACIFIC COUNTY, WASHINGTON, AMENDING THE GENERAL MANAGER EMPLOYMENT AGREEMENT

WHEREAS, the North Beach Water District (District) has employed William Neal in the position of General Manager; and

WHEREAS, on February 22, 2011 the District's Board of Commissioners adopted Resolution 06-2011 adopting an Employment Agreement and the first amendment to that agreement between the District and William Neal, and

WHEREAS, Mr. Neal, by his signature, accepted the terms of the Employment Agreement, and

WHEREAS, the District's Board of Commissioners wishes to again amend the General Managers Employment agreement; now, therefore

BE IT RESOLVED by the Board of Commissioners of North Beach Water District, Pacific County, Washington as follows:

The District's Board of Commissioners hereby adopts the SECOND AMENDMENT TO EMPLOYMENT AGREEMENT, attached hereto and incorporated herein as Exhibit A, signed and dated this 21st day of December, 2015 and which are now offered to Mr. Neal for his signature.

ADOPTED by the Board of Commissioners on North Beach Water District, Pacific County, Washington at its regular meeting held on the 21st day of December, 2015.

Brian Sheldon, Commissioner Po. #1

Gwen Brake, Commissioner Po. #2

Glenn Ripley, Commissioner Po. #3

EXHIBIT "A"

**SECOND ADDENDUM TO
EMPLOYMENT AGREEMENT**

SECOND AMENDMENT, dated December 21, 2015 (this "Amendment"), to EMPLOYMENT AGREEMENT, dated as of February 22, 2011, (the "Employment Agreement") between North Beach Water District (the "District") and William Neal ("General Manager") and adopted by the North Beach Water District Board of Commissioners by Resolution 06-2011. Capitalized terms used herein but not defined herein shall have the respective meanings set forth for such terms in the Employment Agreement. As used herein and in the Employment Agreement, the terms "Manager" and "General Manager" are considered synonymous, fully interchangeable terminology referring to the position held by the District's chief administrative employee.

RECITALS:

WHEREAS, the General Manager has requested that certain provision of the Employment Agreement be amended, as set forth herein.

WHEREAS, the District has agreed to these amendments.

NOW THEREFORE, intending to be legally bound hereby, it is agreed as follows:

Section 1. Amendment to Section 1. Section 1 "Effective Date and Term" of the Employment Agreement is hereby amended to read as follows:

This Agreement shall become effective on February 14, 2011 and shall continue in effect through December 31, 2020 absent prior termination in accordance with the following conditions.

Section 2. Amendment to Section 3. Section 3 "Salary" of the Employment Agreement is hereby amended to read as follows:

The District shall pay the General Manager a salary of \$82,100 per year commencing on January 1, 2016 as a full time employee, in accordance with payment procedures for other District Employees.

In the event the District enters into an agreement with the owner of a private water system to manage and/or operate and maintain such system, and the manager

performs services under such agreement, the General Manager's salary shall be increased as agreed to by the parities, and shall be stated in an addendum to this agreement.

Section 3. Amendment to Section 6 b. Section 6 b. "Benefits" of the Employment Agreement is hereby amended to read as follows:

The District shall provide vacation, sick leave, holiday and related benefits in the same manner and to the same extent as other District employees, except that the General Manager will accrue 50 hours of paid personal time off, as defined in paragraph 6(c) (PTO), per quarter up to an annual total of 200 hours.

Section 4. Status of Employment Agreement and First Amendment. This Amendment is limited solely for the purposes and to the extent expressly set forth herein, and all of the remaining terms, provisions, and conditions of the Employment Agreement and the First Amendment to the Employment Agreement shall continue in full force and effect and not effected by this Amendment.

Section 5. Counterparts. This Amendment may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute on and the same instrument.

DATED THIS _____ DAY OF _____, 2015

GENERAL MANAGER

NORTH BEACH WATER DISTRICT

By: _____
William Neal

By: _____
Brian Sheldon, Commissioner # 1

By: _____
Gwen Brake, Commissioner # 2

By: _____
Glenn Ripley, Commissioner # 3

**SECOND ADDENDUM TO
EMPLOYMENT AGREEMENT**

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RECITALS:

WHEREAS, the General Manager has requested that certain provision of the Employment Agreement be amended, as set forth herein.

WHEREAS, the District has agreed to these amendments.

NOW THEREFORE, intending to be legally bound hereby, it is agreed as follows:

Section 1. Amendment to Section 1. Section 1 "Effective Date and Term" of the Employment Agreement is hereby amended to read as follows:

This Agreement shall become effective on February 14, 2011 and shall continue in effect through December 31, ~~2015~~ 2020 absent prior termination in accordance with the following conditions.

Section 2. Amendment to Section 3. Section 3 "Salary" of the Employment Agreement is hereby amended to read as follows:

The District shall pay the General Manager a salary of ~~\$75,000~~ \$82,100 per year commencing on January 1, 2016, as a full-time employee, in accordance with payment procedures for other District Employees. ~~This salary will be increased to \$80,000 per year upon receipt by the Manager, and notification of the District, of State of Washington Distribution Manager Grade II and Cross~~

~~Connection Specialist Certification. The Manager shall receive an annual cost of living increase equal to the cost of living increase granted to other District Employees.~~

In the event the District enters into an agreement with the owner of a private water system to manage and/or operate and maintain such system, and the manager performs services under such agreement, the General Manager's salary shall be increased as agreed to by the parities, and shall be stated in an addendum to this agreement.

Section 3. Amendment to Section 6 b. Section 6 b. "Benefits" of the Employment Agreement is hereby amended to read as follows:

The District shall provide vacation, sick leave, holiday and related benefits in the same manner and to the same extent as other District employees, except that the General Manager will accrue 40-50 hours of paid personal time off, as defined in paragraph 6(c) (PTO), per quarter up to an annual total of 160-200 hours.

Section 4. Status of Employment Agreement and First Amendment. This Amendment is limited solely for the purposes and to the extent expressly set forth herein, and all of the remaining terms, provisions, and conditions of the Employment Agreement and the First Amendment to the Employment Agreement shall continue in full force and effect and not effected by this Amendment.

Section 5. Counterparts. This Amendment may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute on and the same instrument.

DATED THIS _____ DAY OF _____, 2015

GENERAL MANAGER

NORTH BEACH WATER DISTRICT

By: _____
William Neal

By: _____
Brian Sheldon, Commissioner # 1

By: _____
Gwen Brake, Commissioner # 2

By: _____
Glenn Ripley, Commissioner # 3