

NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON

RESOLUTION 21-2017

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

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

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

WHEREAS, on December 21, 2015 the Board adopted Resolution 30-2015 adopting the Second Amendment to the Agreement; and


WHEREAS, Mr. Neal, by his signature accepted the terms and conditions of the Second Amendment to the Agreement;

NOW, THEREFORE, THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, DOES HEREBY RESOLVE TO, adopt the Second Amendment to the Agreement, attached hereto and incorporated herein as Exhibit A, signed and dated this 18 day of December, 2017 and which is now offered to Mr. Neal for his signature.

ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 18th DAY OF DECEMBER, 2017



Brian Sheldon, Commissioner
Position #1



Glenn Ripley, Commissioner
Position #3



Gwen Brake, Commissioner
Position #2

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIRD AMENDMENT, dated December 18, 2017 (this "Amendment"), to EMPLOYMENT AGREEMENT, dated as of February 22, 2011, (the "Employment Agreement") between North Beach Water District (the "District") and William Millo Neal III ("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:

These Amendments shall become effective on January 1, 2018 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 \$85,500 per year commencing on January 1, 2018 as a full time employee.

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 may 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 60 hours of paid personal time off, as defined in paragraph 6(c) (PTO), per quarter up to an annual total of 240 hours.

Section 4. Status of Employment Agreement, First Amendment and Second 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, the First Amendment to the Employment Agreement and the Second 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 _____, 2017

GENERAL MANAGER

NORTH BEACH WATER DISTRICT

By: _____
William Millo Neal III

By: _____
Brian Sheldon, Commissioner # 1

By: _____
Gwen Brake, Commissioner # 2

By: _____
Glenn Ripley, Commissioner # 3