

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

RESOLUTION NO. 21-2019

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON, AMENDING WILLIAM NEAL'S EMPLOYMENT AGREEMENT

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

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

WHEREAS, on December 18, 2017 the Board adopted Resolution 21-2017 approving the third Amendment to the Agreement; and

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

NOW, THEREFORE, NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS DOES HEREBY RESOLVE TO, approve the fourth Amendment to the Agreement, attached hereto and incorporated herein as exhibit A, signed and dated this 23rd day of December 2019 and which is now offered to Mr. Neal for his signature


ADOPTED by the Board of Commissioners on North Beach Water District, Pacific County, Washington at its adjourned regular meeting held on the 23rd day of December 2019.



Brian Sheldon, Commissioner
Position #1



Glenn Ripley, Commissioner
Position #3



Gwen Brake, Commissioner
Position #2

EXHIBIT "A"

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This FOURTH AMENDMENT, dated December 16, 2020 ("Amendment") to the EMPLOYMENT AGREEMENT, dated as of February 22, 2011, (the "Employment Agreement") between North Beach Water District (the "District") and William Millo Neil 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 meaning as 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, and fully interchangeable referring to the position held by the District's chief administrative employee.

RECITALS:

WHEREAS, the General Manager has tendered his notice of resignation effective December 31, 2019; and

WHEREAS, the District and General Manager have agreed to postpone the effective date of the resignation to March 31, 2020, in order to provide a smooth transition to the newly hired successor General Manager; and

WHEREAS, the District and General Manager have agreed to amend the Employment Agreement to reflect the termination date and term; and

WHEREAS, the District has agreed to these amendments.

NOW, THEREFORE, intending to be **legally** bound thereby, 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 amendment shall become effective on January 1, 2020 and shall continue in effect through March 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, as a full-time employee, a salary of \$8,000 per month commencing on January 1, 2020 and terminating on March 31, 2020.

Section 3. Status of Employment Agreement, First, Second, and Third 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, together with First, Second and Third Amendments to the employment agreement

Section 4. Transition Period. The District and William M. Neal III (“Neal”) may enter into a consulting agreement for a period up to 9 months after the termination date, for the purposes of answering questions, lending guidance, reviewing notices, agendas, resolutions, and materials for Board meetings for compliance with OPMA, review financial statements, and other business documents for accuracy and compliance issues, and such other services and terms the District and Neal may agree (“Transition Services”).

Section 5. Counterparts. This Fourth Amendment may be executed in several counterparts by one or more of the parties named herein and all such counterparts once so executed shall together be deemed to constitute one (1) final Agreement, as if one document had been signed by all parties hereto, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties to this Agreement. Faxed, pdf, photostatic or other true copies of this Agreement, or an executed signature page of this Agreement, shall have the same effect as complete originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 16 day of _____, 2019.

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