

**NORTH BEACH WATER DISTRICT PACIFIC**

**COUNTY, WASHINGTON**

**RESOLUTION NO. 01-2022**

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

**WHEREAS**, the North Beach Water District (District); has employed Richard Gray in the position of General Manager; and

**WHEREAS**, on December 23, 2019 the District's Board of Commissioners adopted Resolution 20-2019 adopting an Employment Agreement and the first amendment to that agreement between the District and Richard Gray, and

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

**WHEREAS**, the District's Board of Commissioners wishes to 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 THE EMPLOYMENT AGREEMENT, attached hereto and incorporated herein as Exhibit A, signed and dated this 24<sup>th</sup> day of January, 2022 and which are now offered to Mr. Gray for his signature.

**ADOPTED** by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 24<sup>th</sup> day of January, 2022.



Brian Sheldon, Commissioner Position #1



Gwen Brake, Commissioner Position #2



Glenn Ripley, Commissioner Position #3

Exhibit "A"

SECOND ADDENDUM TO  
EMPLOYMENT AGREEMENT

**SECOND AMENDMENT**, dated January 24<sup>th</sup>, 2022 (this "Amendment"), to EMPLOYMENT AGREEMENT, dated as of December 16, 2019, (the "Employment Agreement") between North Beach Water District (the "District") and Richard Gray ("General Manager") and adopted by the North Beach Water District Board of Commissioners by Resolution 01-2022. 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 for 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 February 1, 2022 and shall continue in effect through December 31, 2026 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 \$95,000 per year commencing on February 1, 2022 as a full time employee.

In the event the District enters into an agreement with the owner of a private water system to manager 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 parties, and shall be stated in an addendum to this agreement.

**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 be effected by this Amendment.

DATED THIS 24<sup>th</sup> DAY OF January, 2022

GENERAL MANAGER

By:   
Richard Gray

NORTH BEACH WATER DISTRICT

By:   
Brian Sheldon, Commissioner #1

By:   
Gwen Brake, Commissioner #2

By:   
Glenn Ripley, Commissioner #3