

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

RESOLUTION NO. 06-2011

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON,
ADOPTING THE GENERAL MANAGER EMPLOYMENT AGREEMENT.**

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

WHEREAS, the Board of Commissioners of North Beach Water District adopted Resolution 02-2011 adopting a General Manager Employment Agreement and

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

WHEREAS, the Board of Commissioner of North Beach Water District now wishes to amend said agreement, therefore;

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

The Board adopts the attached Employment Agreement for General Manager and Addendum to Employment Agreement for General Manager signed and dated this 22nd day of February, 2011, which are to be offered to Mr. Neal for his signature.

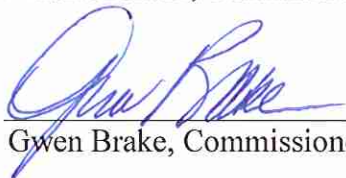
ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on February 22, 2011.



Brian Sheldon, Commissioner Position #1



R D Williams, Commissioner Position #3



Gwen Brake, Commissioner Position #2

**NORTH BEACH WATER DISTRICT
EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into between **NORTH BEACH WATER DISTRICT**, Pacific County, Washington ("District") and **William Neal** ("Manager") to describe the terms and conditions of the Manager's employment by the District.

The District is dedicated to providing public water services to the greater North Beach Peninsula area, on the southwest coast, of Pacific County, Washington.

1. Effective Date and Term

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

2. Powers and Duties

a. The Manager shall serve as the District's chief administrative employee and shall be in charge of the District's daily management and operations. He shall perform such legally permissible and proper duties and responsibilities as are provided for by federal, state and local laws and by District resolutions. He shall report to the Board of Commissioners and shall carry out and perform directives and requests of the Board that are consistent with the duties, powers and responsibilities of the position. Except as otherwise provided in this Agreement; the Manager shall be subject to the policies of the District's Employee Policies and Procedures Manual and other applicable employee policies and procedures.

b. During this Agreement, the District may enter into agreements with the owners of private water systems to manage and/or operate and maintain such systems. If the District enters into an agreement with the owner of a private water system to manage and/or operate and maintain such system, the Manager shall perform the duties and responsibilities stated in paragraph 1a above, as well as the duties and responsibilities assigned to the Manager in such agreement, subject to a salary adjustment as provided for in paragraph 3.

3. Salary

The District shall pay the Manager a salary of \$75,000 per year, 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 Water Distribution Manager Grade II and Cross Connection Specialist certifications. The Manager is encouraged to pursue certification levels for Water Treatment Plant Operator. The General 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 Manager's salary shall be increased as agreed to by the parties, and shall be stated in an addendum to this agreement

4. Performance Reviews

The Board of Commissioners may evaluate the Manager's performance annually on or about the first Board meeting in August. The review and evaluation shall be in accordance with criteria developed by the Board of Commissioners which may be amended from time to time. If the Board of Commissioners issues a written performance evaluation, it shall provide adequate opportunity for the Manager to review and respond to a draft of the evaluation before it is issued in final form.

5. Residence

The Manager shall reside within the North Beach Peninsula of Pacific County, Washington.

6. Benefits

- a. The District shall provide the Manager with the same benefits as are provided for District employees in the District's Employee Policies and Procedures Manual, which includes medical, dental and vision coverage, paid holidays, and retirement (Washington State Employees Retirement System); provided, that the health, dental and vision coverage shall commence upon the effective date of this Agreement.
- b. 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 Manager will shall accrue 40 hours of paid personal time off, as defined in paragraph 6(c) (PTO), per quarter up to an annual total of 160 hours.
- c. Sick leave, compassionate leave, and vacation time off shall be included in PTO.

7. Automobile Expense; Reimbursable Expenses

The District shall provide the Manager with a District vehicle for use to, from and during District business only.

8. Employment Status

The Manager shall be an "at will" employee of the District and shall be an exempt employee under the Fair Labor Standards Act, receiving no monetary compensation for overtime.

9. Professional Development

As approved and authorized in advance by the Board of Commissioners, and consistent with District travel policies and procedures, the District shall budget and pay for Manager's membership and participation in and attendance at seminars, courses and conferences of national, state and local organizations that are engaged in subject areas of relevance to District business.

10. Severance Pay

If the Manager resigns, and if he provides 60 days written notice of his intent to resign, the District shall pay to the Manager severance pay in the amount of six months salary at the rate in effect on the date of termination. If the Manager fails to provide 60 days notice of voluntary resignation, the District may, in its discretion, provide some severance in an amount to be determined.

11. Addresses for Notices and Deliverable Materials

All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

North Beach Water District
Attention: Board of Commissioners
P.O. Box 618, 25902 Vernon Ave, Suite C.
Ocean Park, WA 98640

Manager, North Beach Water District
Attention: William Neal
P.O. Box 38
Nahcotta, WA 98637

or such other addresses as either party may, from time to time, designate in writing.

12. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties and shall supersede, modify and/or rescind all prior written or oral understandings and agreements between the parties. This Agreement may be amended only by written agreement signed by the parties.

13. Counterparts

This agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

14. Venue and Attorneys Fees

In the event either party contests any portion of this agreement, venue shall be in the Pacific County Superior Court, the prevailing party shall be entitled to reasonable attorney reasonable fees and costs.

DATED THIS 22nd DAY OF February, 2011

MANAGER

NORTH BEACH WATER DISTRICT

By: 
William Neal

By: 
Brian Sheldon, Commissioner Position #1


Gwen Brake, Commissioner, Position #2


R D Williams, Commissioner, Position #3

**ADDENDUM TO
NORTH BEACH WATER DISTRICT
EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

This Addendum ("Addendum") hereby modifies and supplements the attached North Beach Water District Manager Employment Agreement ("Agreement") for General Manager entered into between **NORTH BEACH WATER DISTRICT**, Pacific County, Washington ("District") and **William Neal** ("Manager").

The following terms and conditions are incorporated into and form a part of the Agreement entered into by both parties on January 24, 2011 titled **NORTH BEACH WATER DISTRICT EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**.

1. Duties, Responsibilities, Salary

The District grants Manager the authority to and assigns him the duty to act, to the best of his ability and in accord with accepted industry practice, to fulfill all obligations of the agreement to provide water system supervision and managerial services between Distinct and Surfside Homeowners Association (SHA). Manager will fulfill Districts contractual obligations with SHA in a manner that will not excessively interfere with his operation and management duties and responsibilities to the District.

In consideration of the expanded duties and responsibilities the District shall pay Manager 40% of the fees paid by the SHA.

2. Entire Agreement; Amendment

This Addendum and the Agreement, taken together, form the entire agreement between the parties and shall supersede and modify all prior written or oral understandings and agreements between the parties. The parties agree that wherever there is any conflict between this Addendum and the Agreement, the provisions of this Addendum are paramount and the Agreement shall be construed accordingly. This Addendum may be amended only by written agreement signed by the parties.

DATED THIS 22nd DAY OF February, 2011

MANAGER

NORTH BEACH WATER DISTRICT

By: 
William Neal

By: 
Brian Sheldon, Commissioner Position #1


Gwen Brake, Commissioner, Position #2


R D Williams, Commissioner, Position #3