

**WEST SOUND UTILITY DISTRICT
RESOLUTION 698-18**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
APPROVING DEPARTMENT MANAGER'S EMPLOYMENT
AGREEMENTS FOR RAMSDELL AND FANTZ**

WHEREAS, with WSUD Board approval, the District's General Manager has appointed Joy Ramsdell to serve as the District's Finance Manager and changed the position held by Tracy Fantz to HR/Payroll Manager; and

WHEREAS, it is the desire of the District to: 1) continue to retain and secure the services of Ms. Ramsdell and Ms. Fantz and provide inducement for them to remain in such employment, 2) ensure Ms. Ramsdell and Ms. Fantz peace of mind with respect to future security, 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Ms. Ramsdell and Ms. Fantz, and 4) provide a just means for termination of the services of Ms. Ramsdell and Ms. Fantz at such time as they may be unable to fully discharge their duties or when the District's General Manager desires to terminate their employment; and

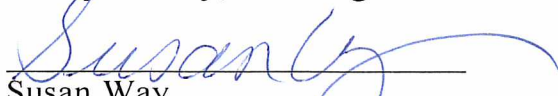
WHEREAS, in order to accomplish the District's interests, employment agreements for Ms. Fantz and Ms. Ramsdell have been prepared and it is recommended by the District's General Manager for the Board of Commissioners to approve such agreements; NOW, THEREFORE,

THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:

Section 1. West Sound Utility District Board of Commissioners hereby approves the employment agreements for Joy Ramsdell as Finance Manager and Tracy Fantz as HR/Payroll Manager (Exhibit "A") and further authorizes the General Manager to execute these employment agreements with Ms. Ramsdell and Ms. Fantz.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular scheduled meeting on January 8, 2018.


WEST SOUND UTILITY DISTRICT
Kitsap County, Washington



Susan Way
Chairperson



James J. Hart
Vice Chairperson



Jerry Lundberg
Secretary

**WEST SOUND UTILITY DISTRICT
HR/PAYROLL MANAGER
EMPLOYMENT AGREEMENT**

THE AGREEMENT is entered into on the _____ day of January, 2018, by and between WEST SOUND UTILITY DISTRICT, a Washington municipal corporation (hereinafter referred to as "District"), and Tracy Fantz, (hereinafter referred to as "Ms. Fantz"). For the mutual benefits to be derived hereby, the parties agree as follows:

WHEREAS, the District changed Ms. Fantz's position on January 1, 2018, to serve as the District's HR/Payroll Manager; and

WHEREAS, it is the desire of the District to: 1) continue to retain and secure the services of Ms. Fantz and provide inducement for her to remain in such employment, 2) ensure Ms. Fantz peace of mind with respect to future security, 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Ms. Fantz, and 4) provide a just means for termination of Ms. Fantz services at such time as she may be unable to fully discharge her duties or when the District's General Manager desires to terminate her employment; and

WHEREAS, it is the desire of the District's Board of Commissioners and the General Manager to provide Ms. Fantz with certain benefits, establish certain conditions of employment, and set working conditions of the District; and

WHEREAS, Ms. Fantz desires to continue her employment as HR/Payroll Manager for the District;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the District and Ms. Fantz agree as follows:

Section 1. Continuation of Employment

The District agrees to continue employment of Ms. Fantz serving as the HR/Payroll Manager, and Ms. Fantz hereby agrees to accept such employment in accordance with the terms and provisions of the Agreement.

Section 2. Duties

Ms. Fantz shall perform all duties of the HR/Payroll Manager, as set forth in the District's personnel policies and procedures, and such other duties as may be assigned from time to time by the General Manager.

Section 3. Salary – Performance Review

The salary for Ms. Fantz shall be \$6,129.10 per month which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the District. Ms. Fantz's performance shall be reviewed at least annually and more frequently if required by the General Manager or if requested by Ms. Fantz (Ms. Fantz's anniversary date is January 1). Ms. Fantz shall also be eligible for cost of living increases awarded to other District employees as may be approved by the District's Board of Commissioners from time to time.

Section 4. Vacation, Holidays, Sick Leave, Other Benefits

- A. Ms. Fantz shall be provided two (2) days paid vacation per month of employment with the District. Upon termination of employment, the District shall compensate Ms. Fantz for all unused vacation leave.
- B. Ms. Fantz shall be provided one (1) day of sick leave per month of employment. She shall not be entitled to accrue more than 1040 hours of sick leave. Upon termination of employment due to resignation or layoff, the District shall compensate Ms. Fantz for twenty five percent (25%) of her accrued sick leave, and upon Ms. Fantz's retirement or death while employed by the District, the District shall compensate her for fifty percent (50%) of accumulated sick leave up to 1040 hours or to her beneficiary as provided in the District's personnel policies.
- C. The District shall provide Ms. Fantz paid leave for those holidays the District recognizes as paid holidays for all District employees.
- D. Ms. Fantz shall also receive all other benefits provided to other District employees as set forth in the District's personnel policies.

Section 5. Medical Benefits

The District shall provide Ms. Fantz with a medical benefit program from which she may choose a medical benefit plan that best meets her needs. The District agrees to contribute \$1,100 per month toward her medical benefit plan. The amount Ms. Fantz receives from the District each year for medical benefit insurance may vary but shall match the amount the District contributes to other District employees as provided by District policy.

Section 6. Retirement

The District shall pay the District's contribution of Ms. Fantz's federal social security premiums. Ms. Fantz shall be enrolled in the applicable retirement system made available to her by the District pursuant to the laws of the State of Washington. Both the District and Ms. Fantz shall make the contributions required to be made in accordance with the applicable laws of the State of Washington.

Section 7. Professional Development

Subject to the District having adequate funds and as recommended by the General Manager, the District shall pay for travel and subsistence expenses of Ms. Fantz for professional and official travel, meetings and occasions adequate to continue her professional development. Attendance at conferences shall be at the convenience of the District and upon approval of the General Manager.

Section 8. Termination of Employment

- A. It is recognized that the Agreement is a contract for personal services, and Ms. Fantz acknowledges and agrees that the District may terminate her employment for cause as defined in Section 8.D. hereof or for no cause as set forth in Sections 8.B. and 8.C hereof.
- B. In the event the District determines to terminate Ms. Fantz employment without cause, the District shall provide her three (3) months' advance notice of her employment termination so she will be provided reasonable opportunity to obtain suitable employment elsewhere. During the notice period, the District shall endeavor to provide Ms. Fantz reasonable time

off and/or other flexibility in work duties as may be necessary to aid her in seeking other employment.

- C. Should Ms. Fantz be terminated by the District without cause and without first providing her three (3) months' advance written notice of her employment termination during such time she is willing and able to perform her duties in accordance with the terms of the Agreement, then the District agrees to continue payment of salary and benefits ("Severance Pay") to her for a period not to exceed three (3) months after her employment termination, or until such time as she obtains suitable employment elsewhere, whichever period is shorter. The three (3) month period stated herein shall be measured from the date the General Manager has communicated to Ms. Fantz in writing that her employment with the District will be terminated.
- D. The District shall have no obligation to pay Severance Pay to Ms. Fantz if she is terminated for any of the following reasons identified as termination for "good cause": 1) conviction of a felony, 2) conviction of a misdemeanor involving moral turpitude, 3) any act of embezzlement, 3) any dishonest or disgraceful conduct which would tend to substantially diminish her reputation in the South Kitsap County community, 4) if she engages in legally prohibited conduct toward one or more District employees, 5) any act of theft, 6) mental or physical disability which would reasonably prevent her from effectively performing her employment duties for a period of sixty (60) days or more without prior General Manager approval, 7) any conduct which would tend to substantially injure the reputation of the District, or 8) unsatisfactory or incompetent performance of her duties as the HR/Payroll Manager based on performance evaluations conducted by the District.
- E. If Ms. Fantz resigns following a District offer to accept resignation, whether formal or informal, then she shall be entitled, upon her written election, to be treated as having voluntarily terminated her District employment.
- F. In the event Ms. Fantz voluntarily resigns her employment with the District, she shall endeavor to provide the District a minimum thirty (30) days written notice in advance of departure from the District, unless the parties otherwise agree.

Section 9. General Provisions

- A. The Agreement constitutes the entire agreement between the parties, and both parties acknowledge and agree there are no other agreements, oral or otherwise, that will be provided with any legal force or effect.
- B. The Agreement may not be amended or modified without the written consent of both parties.
- C. If any substantive provision of the Agreement is held to be in violation of law or unenforceable, either party shall thereafter have the right, at its option, to declare the Agreement void as of the date of her/its declaration, and to thereafter enter into negotiations with the other party for execution of a new Employment Agreement.
- D. Notices. All notices required to be given by the District to Ms. Fantz or by Ms. Fantz to the District as set forth in the Agreement shall be in writing and delivered to the recipient party at the following address:

West Sound Utility District
Attn: General Manager
2924 SE Lund Ave.
Port Orchard, WA 98366

Ms. Tracy Fantz: At either
2924 SE Lund Ave.
Port Orchard, WA 98366
or
3649 Long Lake Rd. SE
Port Orchard, WA 98366

Notices shall be either delivered personally to the recipient of the notice with said recipient signing a receipt therefore, or shall be deposited in the United States mails via first class mail, return receipt requested, to the recipient at her/its address set forth in the section. Any notice so posted in the United States mails shall be deemed received two (2) business days after the mailing, or on the date the recipient acknowledges receipt, whichever is earlier.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed and executed as of the ___ day of _____, 2018.

WEST SOUND UTILITY DISTRICT

WSUD HR/PAYROLL MANAGER

Michael R. Wilson, General Manager

Tracy Fantz

Approved as to Form:

District Attorney

**WEST SOUND UTILITY DISTRICT
FINANCE MANAGER
EMPLOYMENT AGREEMENT**

THE AGREEMENT is entered into on the ____ day of January, 2018, by and between WEST SOUND UTILITY DISTRICT, a Washington municipal corporation (hereinafter referred to as "District"), and Joy Ramsdell, (hereinafter referred to as "Ms. Ramsdell"). For the mutual benefits to be derived hereby, the parties agree as follows:

WHEREAS, the District appointed Ms. Ramsdell on January 1, 2018, to serve as the District's Finance Manager; and

WHEREAS, it is the desire of the District to: 1) continue to retain and secure the services of Ms. Ramsdell and provide inducement for her to remain in such employment, 2) ensure Ms. Ramsdell peace of mind with respect to future security, 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Ms. Ramsdell, and 4) provide a just means for termination of Ms. Ramsdell services at such time as she may be unable to fully discharge her duties or when the District's General Manager desires to terminate her employment; and

WHEREAS, it is the desire of the District's Board of Commissioners and the General Manager to provide Ms. Ramsdell with certain benefits, establish certain conditions of employment, and set working conditions of the District; and

WHEREAS, Ms. Ramsdell desires to continue her employment as Finance Manager for the District;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the District and Ms. Ramsdell agree as follows:

Section 1. Continuation of Employment

The District agrees to continue employment of Ms. Ramsdell as the Finance Manager, and Ms. Ramsdell hereby agrees to accept such employment in accordance with the terms and provisions of the Agreement.

Section 2. Duties

Ms. Ramsdell shall perform all duties of the Finance Manager, as set forth in the District's personnel policies and procedures, and such other duties as may be assigned from time to time by the General Manager.

Section 3. Salary – Performance Review

The salary for Ms. Ramsdell shall be \$6,757.33 per month which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the District. Ms. Ramsdell's performance shall be reviewed at least annually and more frequently if required by the General Manager or if requested by Ms. Ramsdell (Ms. Ramsdell's anniversary date is January 1). Ms. Ramsdell shall also be eligible for cost of living increases awarded to other District employees as may be approved by the District's Board of Commissioners from time to time.

Section 4. **Vacation, Holidays, Sick Leave, Other Benefits**

- A. Ms. Ramsdell shall be provided two (2) days paid vacation per month of employment with the District. Upon termination of employment, the District shall compensate Ms. Ramsdell for all unused vacation leave.
- B. Ms. Ramsdell shall be provided one (1) day of sick leave per month of employment. She shall not be entitled to accrue more than 1040 hours of sick leave. Upon termination of employment due to resignation or layoff, the District shall compensate Ms. Ramsdell for twenty five percent (25%) of her accrued sick leave, and upon Ms. Ramsdell's retirement or death while employed by the District, the District shall compensate her for fifty percent (50%) of accumulated sick leave up to 1040 hours or to her beneficiary as provided in the District's personnel policies.
- C. The District shall provide Ms. Ramsdell paid leave for those holidays the District recognizes as paid holidays for all District employees.
- D. Ms. Ramsdell shall also receive all other benefits provided to other District employees as set forth in the District's personnel policies.

Section 5. **Medical Benefits**

The District shall provide Ms. Ramsdell with a medical benefit program from which she may choose a medical benefit plan that best meets her needs. The District agrees to contribute \$1,100 per month toward her medical benefit plan. The amount Ms. Ramsdell receives from the District each year for medical benefit insurance may vary but shall match the amount the District contributes to other District employees as provided by District policy.

Section 6. **Retirement**

The District shall pay the District's contribution of Ms. Ramsdell's federal social security premiums. Ms. Ramsdell shall be enrolled in the applicable retirement system made available to her by the District pursuant to the laws of the State of Washington. Both the District and Ms. Ramsdell shall make the contributions required to be made in accordance with the applicable laws of the State of Washington.

Section 7. **Professional Development**

Subject to the District having adequate funds and as recommended by the General Manager, the District shall pay for travel and subsistence expenses of Ms. Ramsdell for professional and official travel, meetings and occasions adequate to continue her professional development. Attendance at conferences shall be at the convenience of the District and upon approval of the General Manager.

Section 8. **Termination of Employment**

- A. It is recognized that the Agreement is a contract for personal services, and Ms. Ramsdell acknowledges and agrees that the District may terminate her employment for cause as defined in Section 8.D. hereof or for no cause as set forth in Sections 8.B. and 8.C hereof.
- B. In the event the District determines to terminate Ms. Ramsdell employment without cause, the District shall provide her three (3) months' advance notice of her employment termination so she will be provided reasonable opportunity to obtain suitable employment

elsewhere. During the notice period, the District shall endeavor to provide Ms. Ramsdell reasonable time off and/or other flexibility in work duties as may be necessary to aid her in seeking other employment.

- C. Should Ms. Ramsdell be terminated by the District without cause and without first providing her three (3) months' advance written notice of her employment termination during such time she is willing and able to perform her duties in accordance with the terms of the Agreement, then the District agrees to continue payment of salary and benefits ("Severance Pay") to her for a period not to exceed three (3) months after her employment termination, or until such time as she obtains suitable employment elsewhere, whichever period is shorter. The three (3) month period stated herein shall be measured from the date the General Manager has communicated to Ms. Ramsdell in writing that her employment with the District will be terminated.
- D. The District shall have no obligation to pay Severance Pay to Ms. Ramsdell if she is terminated for any of the following reasons identified as termination for "good cause": 1) conviction of a felony, 2) conviction of a misdemeanor involving moral turpitude, 3) any act of embezzlement, 3) any dishonest or disgraceful conduct which would tend to substantially diminish her reputation in the South Kitsap County community, 4) if she engages in legally prohibited conduct toward one or more District employees, 5) any act of theft, 6) mental or physical disability which would reasonably prevent her from effectively performing her employment duties for a period of sixty (60) days or more without prior General Manager approval, 7) any conduct which would tend to substantially injure the reputation of the District, or 8) unsatisfactory or incompetent performance of her duties as the Finance Manager based on performance evaluations conducted by the District.
- E. If Ms. Ramsdell resigns following a District offer to accept resignation, whether formal or informal, then she shall be entitled, upon her written election, to be treated as having voluntarily terminated her District employment.
- F. In the event Ms. Ramsdell voluntarily resigns her employment with the District, she shall endeavor to provide the District a minimum thirty (30) days written notice in advance of departure from the District, unless the parties otherwise agree.

Section 9. General Provisions

- A. The Agreement constitutes the entire agreement between the parties, and both parties acknowledge and agree there are no other agreements, oral or otherwise, that will be provided with any legal force or effect.
- B. The Agreement may not be amended or modified without the written consent of both parties.
- C. If any substantive provision of the Agreement is held to be in violation of law or unenforceable, either party shall thereafter have the right, at its option, to declare the Agreement void as of the date of her/its declaration, and to thereafter enter into negotiations with the other party for execution of a new Employment Agreement.
- D. Notices. All notices required to be given by the District to Ms. Ramsdell or by Ms. Ramsdell to the District as set forth in the Agreement shall be in writing and delivered to the recipient party at the following address:

West Sound Utility District
Attn: General Manager
2924 SE Lund Ave.
Port Orchard, WA 98366

Ms. Joy Ramsdell: At either
2924 SE Lund Ave.
Port Orchard, WA 98366
or
7961 Emery Blvd. NW
Silverdale, WA 98383

Notices shall be either delivered personally to the recipient of the notice with said recipient signing a receipt therefore, or shall be deposited in the United States mails via first class mail, return receipt requested, to the recipient at her/its address set forth in the section. Any notice so posted in the United States mails shall be deemed received two (2) business days after the mailing, or on the date the recipient acknowledges receipt, whichever is earlier.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed and executed as of the ___ day of _____, 2018.

WEST SOUND UTILITY DISTRICT

WSUD FINANCE MANAGER

Michael R. Wilson, General Manager

Huan (Joy) Ramsdell

Approved as to Form:

District Attorney