

**WEST SOUND UTILITY DISTRICT
RESOLUTION 810-19**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
APPROVING DEPARTMENT MANAGER EMPLOYMENT
AGREEMENT FOR JOHN TAPIA**

WHEREAS, West Sound Utility District promoted John Tapia from Utility Foreman to serve as the Operations Manager for West Sound Utility District; and

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

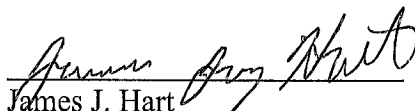
WHEREAS, in order to accomplish the District's interests, an employment agreements for Mr. Tapia has been prepared and it is recommended by the District's General Manager for the Board of Commissioners to approve such agreements; NOW, THEREFORE,

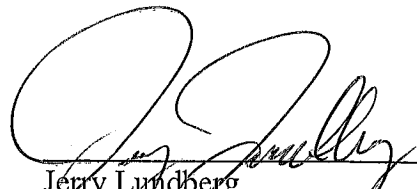
THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:

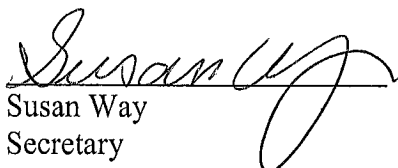
Section 1. West Sound Utility District Board of Commissioners hereby approves the employment agreement for John Tapia as Operations Manager (Exhibit "A") and further authorizes the General Manager to execute the employment agreement with Mr. Tapia. Mr. Tapia will be required to fulfill the training and educational requirements of the position within one year of promotion commencing on February 1, 2019, per the Operations Manager Job Description adopted by the Board of Commissioners by Resolution 781-18 on November 19, 2018.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular scheduled meeting on March 4, 2019.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington


James J. Hart
Chairperson


Jerry Lundberg
Vice Chairperson


Susan Way
Secretary

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

THIS AGREEMENT is entered into on the 4th day of March 2019, by and between WEST SOUND UTILITY DISTRICT, a Washington municipal corporation (hereinafter referred to as "District"), and John Tapia, (hereinafter referred to as "Mr. Tapia"). For the mutual benefits to be derived hereby, the parties agree as follows:

WHEREAS, the District promoted Mr. Tapia on February 1, 2019, and Mr. Tapia is currently performing the duties of the District's Operations Manager for West Sound Utility District (hereinafter referred to as "WSUD"); and

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

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

WHEREAS, Mr. Tapia desires to continue his employment as Operations Manager for WSUD;

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

Section 1. Continuation of Employment

The District agrees to continue employment of Mr. Tapia as the Operations Manager for WSUD, and Mr. Tapia hereby agrees to accept such employment in accordance with the terms and provisions of this Agreement. Mr. Tapia will be required to fulfill the training and educational requirements of the position within one year of promotion commencing on February 1, 2019, per the Operations Manager Job Description adopted by the Board of Commissioners by Resolution 781-18 on November 19, 2018.

Section 2. Duties

Mr. Tapia shall perform all duties of the Operations 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

Mr. Tapia's salary shall be \$6,966.81 per month, paid in accordance with the District's normal employee payment procedures. Mr. Tapia may be eligible for salary adjustments as provided in the District's personnel policies and salary schedule after successful completion of performance evaluations on his anniversary date. His performance shall be reviewed at least annually and more frequently if determined necessary by the General Manager or if requested by Mr. Tapia. Mr. Tapia 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. Mr. Tapia shall be provided two (2) days paid vacation per month of employment with the District. Upon termination of employment, the District shall compensate Mr. Tapia for all unused vacation leave.
- B. Mr. Tapia shall be provided one (1) day of sick leave per month of employment. He 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 Mr. Tapia for twenty five percent (25%) of his accrued sick leave, and upon Mr. Tapia's retirement or death while employed by the District, the District shall compensate him for fifty percent (50%) of accumulated sick leave up to 1040 hours by payment of the compensation amount to his beneficiary as provided in the District's personnel policies.
- C. The District shall provide Mr. Tapia paid leave for those holidays the District recognizes as paid holidays for all District employees.
- D. Mr. Tapia 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 Mr. Tapia with a medical benefit program from which he may choose a medical benefit plan that best meets his needs. The District agrees to contribute \$1,100 per month toward his medical benefit plan. The amount Mr. Tapia 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 Mr. Tapia's federal social security premiums. Mr. Tapia shall be enrolled in the applicable retirement system made available to him by the District pursuant to the laws of the State of Washington. Both the District and Mr. Tapia 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 Mr. Tapia for professional and official travel, meetings and occasions adequate to continue his 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 this Agreement is a contract for personal services, and Mr. Tapia acknowledges and agrees that the District may terminate his 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 Mr. Tapia's employment without cause, the District shall provide him three (3) months' advance notice of his employment termination so he will be provided reasonable opportunity to obtain suitable employment elsewhere. During the notice period, the District shall endeavor to provide Mr. Tapia reasonable time off and/or other flexibility in work duties as may be necessary to aid him in seeking other employment.
- C. Should Mr. Tapia be terminated by the District without cause and without first providing him three (3) months' advance written notice of his employment termination during such time he is willing and able to perform his duties in accordance with the terms of this Agreement, then the District agrees to continue payment of salary and benefits ("Severance Pay") to him for a period not to exceed three (3) months after his employment termination, or until such time as he 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 Mr. Tapia in writing that his employment with the District will be terminated.
- D. The District shall have no obligation to pay Severance Pay to Mr. Tapia if he 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 his reputation in the South Kitsap County community, 4) if he 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 him from effectively performing his 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 his duties as Operations Manager for WSUD based on performance evaluations conducted by the District.
- E. If Mr. Tapia resigns following a District offer to accept resignation, whether formal or informal, then he shall be entitled, upon his written election, to be treated as having voluntarily terminated his District employment.
- F. In the event Mr. Tapia voluntarily resigns his employment with the District, he 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. This 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. This Agreement may not be amended or modified without the written consent of both parties.
- C. If any substantive provision of this Agreement is held to be in violation of law or unenforceable, either party shall thereafter have the right, at its option, to declare this Agreement void as of the date of his/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 Mr. Tapia or by Mr. Tapia to the District as set forth in this 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

or

Mr. John Tapia: At either
2924 SE Lund Ave.
Port Orchard, WA 98366

or

Mr. John Tapia
8238 Lariat Trail NW
Bremerton, WA 98311

or

Current address on file

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 his/its address set forth in this 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 this Agreement to be signed and executed as of this 4th day of March 2019.

WEST SOUND UTILITY DISTRICT

OPERATIONS MANAGER

Glen R. Screws, General Manager

John Tapia

Approved as to Form:

District Attorney