

STATE OF ALABAMA     )  
  )  
COUNTY OF JEFFERSON )

**DEPUTY GENERAL MANAGER/ GENERAL COUNSEL AGREEMENT**

**THIS AGREEMENT** made by and between **THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM**, an Alabama public corporation (hereinafter referred to as "the Board"), and **K. MARK PARNELL**, an individual to serve as Deputy General Manager and General Counsel (hereinafter referred to as "DGM/GC") (the Board and DGM/GC are hereinafter sometimes referred to as the "Parties"), is entered into as of the 6<sup>th</sup> day of May, 2025.

**WITNESSETH:**

It is mutually agreed by and between the Parties hereto as follows:

I.     **Recitals.**

The Board owns and manages a water distribution system (hereafter referred to as the "System") to provide water, protect public health and provide for economic growth in the System's service area. DGM/GC has been legal counsel for the Board for over 38 years and has extensive institutional knowledge and expertise in representing the Board. The Board finds and declares that it is in its best interests and the best interests of the System to retain DGM/GC under this Agreement. The Parties desire to enter into this Agreement to contract with DGM/GC to serve in the below described capacities and for the DGM/GC to assume all duties, responsibilities and obligations associated with said position.

## II. Employee.

The Board hereby contracts with DGM/GC and DGM/GC hereby agrees to serve the Board in the following capacities and during the following time periods:

A. From the date of this Agreement, the General Manager shall serve as the Board's DGM/GC.

B. Notwithstanding subparagraphs A of this Section II, DGM/GC may also serve as such other officer or in such other position as the Board and DGM/GC shall mutually agree upon.

C. DGM/GC's duties and responsibilities for serving as the Board's DGM/GC, or any other office or position to which the Parties mutually agree, shall be those as set out in the Board's job description for the DGM. DGM/GC shall also serve as the General Counsel and Chief Lawyer for the Board.

D. DGM/GC shall devote the time, energy and attention necessary for the performance of his duties hereunder. General Manager may be allowed to engage in other employment or contractual activities outside those of the Board; however, such activities must not conflict or interfere with DGM/GC's duties and responsibilities under this Agreement. Furthermore, DGM/GC shall present such outside activities to the General Manager for his prior approval.

## III. Term of Contract.

A. General Manager shall serve from the effective date of this Agreement through December 31, 2030. If the Parties agree, the Agreement may be renewed for one, two (2) year term through December 31, 2032.

B. Notwithstanding paragraph III, A., DGM/GC shall have the right at

any time to terminate this Agreement by giving at least a ninety (90) day advance written notice to the Board that he does not desire to continue with the Agreement. DGM/GC's right to the compensation, benefits and severance pay otherwise provided in this Agreement shall cease in the event and at the time DGM/GC terminates this Agreement.

C. Subject to the following, the Board shall have the right at any time to terminate this Agreement for reasons other than those set forth in paragraph III, D.: (a) by vote of five (5) members of the board of directors; and (b) by giving at least a ninety (90) day advance written notice to DGM/GC that the Board does not desire to continue with the Agreement. In the event that the Board decides to terminate this Agreement, other than for reasons set forth in paragraph III, D., DGM/GC shall be paid, as full and complete settlement payment, one (1) payment equal to the then remaining current term of the Agreement, but in no event less than two (2) years of the DGM/GC's then base salary. Said severance settlement shall be payable to DGM/GC no later than thirty (30) days following the date this Agreement is terminated.

D. Notwithstanding paragraphs III, B. and C., this Agreement may be terminated by:

1. the mutual agreement of the Parties;
2. breach of any material term or condition of this Agreement;
3. the disability or death of DGM/GC; or
4. DGM/GC being found guilty of a felony by a court of competent

jurisdiction.

In the event that this Agreement is terminated for the reasons set out in paragraph III, D., General Manager's right to the compensation, benefits and severance pay otherwise provided in this Agreement shall cease.

IV. Compensation.

A. During the term of this Agreement, General Manager's base compensation shall be payable in 26 equal, bi-weekly installments, at \$55,000 per month. This pay reflects the dual roles of the DGM/GC and his experience representing the Board for over 35 years. In addition, the DGM/GC shall be reimbursed for actual expenses incurred on behalf of the Board. During the term of this Agreement, DGM/GC's base compensation shall not be reduced so long as DGM/GC remains employed by the Board.

B. During the term of this Agreement, DGM/GC's base compensation will be increase on an annual basis in the same percentage as approved by the Board for the employees of the Board.

C. During the term of this Agreement, DGM/GC's work performance will be evaluated by the General Manager on an annual basis.

V. Other Benefits.

While serving as the General Manager of the Board under this Agreement, General Manager shall be entitled to the following:

- (a) The DGM/GC shall immediately be fully vested in the Board's Pension Plan.

- (b) Family Health Insurance;
- (c) Vacation accrual at 6 weeks per year with 2 weeks advanced at the beginning of this Agreement;
- (d) Sick leave accrued based at the normal rate allowed under the Board's existing policies;
- (e) Covered by applicable liability;
- (f) Longevity pay based on 18 years of prior service to the Board;
- (g) Vehicle allowance of \$1,000.00 per month; and
- (h) Reimbursement to maintain all professional license, including required CLE courses.

DGM/GC shall not contribute to or participate in the Board's Pension Plan.

VI. Notice.

All notices required to be given under this Agreement shall be sufficient if in writing and delivered in person, emailed or sent by United States Mail postage prepaid to the party being given such notice at the addresses set forth below:

**TO BOARD:**

The Water Works Board of the City of  
Birmingham 3600 1<sup>st</sup> Avenue North  
P.O. Box 830110  
Birmingham,  
Alabama 35283

ATTN: Chairman

**TO DEPUTY GENERAL MANAGER/GENERAL COUNSEL :**

I. K. Mark Parnell  
2722 Old Trace  
Mt. Brook, AL  
35243  
parnell@ptlawllc  
.com

VII. Miscellaneous.

A. The DGM/GC shall be responsible or shall supervise all legal services for the Board.

B. This Agreement shall be construed in accordance with the laws of the State of Alabama, and shall be binding upon the Parties hereto and their heirs, successors, and assigns.

C. This Agreement supersedes all prior agreements and understandings between the Board and DGM/GC, and this Agreement expresses the whole and entire agreement between the Parties. This Agreement cannot be modified or changed by any oral or verbal promise by whosoever made; nor shall any written modification of it be binding on the Board until such written modification shall have been approved in writing by the Board.

D. In the event of litigation in connection with this Agreement, the Parties hereto agree that the Birmingham District of the Circuit Court of Jefferson County shall have jurisdiction and venue.

E. During the term of this Agreement, should title to the Systems vest in any legal entity other than the Board, said legal entity shall be required to assume

this Agreement. Should the Board refuse to assume this agreement and chooses to litigate to terminate this Agreement, the Board shall be responsible for paying DGM/GC's reasonable attorneys' fees and litigation costs.

F. Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Board and General Manager. In the event any provision or part of this Agreement is stricken, the Parties agree that this Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**IN WITNESS WHEREOF**, the Parties hereto, which and who represent and agree that they have authority to enter into this Agreement, have caused this Agreement to be executed as of the date first above written.


**WITNESS:**

**THE WATER WORKS BOARD OF THE  
CITY OF BIRMINGHAM**



By:

Its: Chair



**K. MARK PARNELL**

By:

