

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY AND LAWA BOARD CHAIR 

DATE: JUNE 8, 2026

RE: LAWA EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

Attached for your reference, please find an Employment Agreement with Spencer Halvorson associated with Lake Agassiz Water Authority's (LAWA) hiring of an Executive Director. The hiring of an Executive Director is the first step for LAWA to begin staffing its organization. At this time, the LAWA organization has not matured to the point where it can independently employ staff, therefore the City of Fargo has agreed to employee the Executive Director under an Employment (contractual) Agreement.

At present, LAWA does not maintain independent staff, payroll or Human Resource functions. Therefore, Fargo has agreed that the individual serving as LAWA Executive Director could be employed by the City of Fargo as a non-civil service employee and assigned, pursuant to an Employment Agreement, to perform services on behalf of LAWA, as its Executive Director. The City would serve as the individual's employer for all payroll, benefits and employment policy purposes, while the individual would carry out the duties of the Executive Director under the direction of the LAWA governing board.

Terms of the Employment Agreement were negotiated following the City of Fargo standard terms for employment contracts and include the following sections:

- Appointment
- Term
- Compensation
- Employer Contributions
- Benefits
- Relocation Expenses
- Temporary Housing Stipend
- Policies
- Civil Service Status
- At-will Acknowledgement
- Severance

LAWA will fully reimburse the City of Fargo for all costs associated with the position beyond Fargo's proportional LAWA cost share, including salary, benefits, payroll taxes and related employment expenses. Under no circumstances will Fargo bear costs attributable to other LAWA member entities.

SUGGESTED MOTION: To approve the Employment Agreement between the City of Fargo, Spencer Halvorson and LAWA associated with the position of the LAWA Executive Director.

AGREEMENT

LAWA Executive Director

THIS AGREEMENT made and entered into effective _____, by and between Spencer Halvorson (hereinafter referred to as "Contracted Employee" or "Halvorson"), the CITY OF FARGO, a municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City"), and the LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota, whose address is PO Box 140, Carrington, North Dakota 58421 (hereinafter referred to as "LAWA").

Recitals

WHEREAS, LAWA has created the position of LAWA Executive Director and desires to fill the position; and

WHEREAS, the parties acknowledge that LAWA does not maintain independent staff, payroll, or human resources functions. Accordingly, the parties agree that the individual serving as LAWA Executive Director shall be employed by the City of Fargo as a non-civil service employee and assigned, pursuant to this Agreement, to perform services on behalf of LAWA, as its Executive Director. The City shall serve as the individual's employer for all payroll, benefits, and employment policy purposes, while the individual shall carry out the duties of Executive Director under the direction of the LAWA governing board; and

WHEREAS, LAWA and the City desire to hire Halvorson to perform the duties and services of LAWA Executive Director; and

WHEREAS, the City and LAWA desire, for administrative and budgeting purposes, to recognize an anticipated period of service beginning June 22, 2026, and ending June 22, 2027, while expressly acknowledging that the appointment remains an at-will relationship that may be terminated by any party at any time, with or without cause; and

WHEREAS, Halvorson has agreed to accept such employment to perform the duties and services of LAWA Executive Director on a contract employee basis according to the terms of this agreement; and

WHEREAS, the parties wish to commit their agreement to writing.

Agreement

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. **Appointment.** LAWA and City agree to hire Halvorson for the purpose of performing the duties and services of LAWA Executive Director as described in Exhibit A attached hereto (the "Services"), and Halvorson agrees to serve as LAWA Executive Director. The City shall employ Halvorson as a non-civil service employee and assign Halvorson to serve as the LAWA Executive Director for

purposes of performing the Services. In such role, Halvorson shall perform the Services, and such other legally permissible and proper duties and functions on behalf of LAWA as assigned from time-to-time, under the general direction of the LAWA governing body (the "LAWA Board"), subject to all applicable City employment policies, this Agreement, and applicable law. The parties agree that Halvorson is a contracted non-civil service employee pursuant to Fargo Municipal Code section 7-0102(D).

2. Scope of Employment. Halvorson will faithfully and diligently perform all of the duties, responsibilities, and powers so vested, delegated, and assigned, and will uphold and enforce all laws of the United States and of the State of North Dakota. Halvorson will perform his duties as Executive Director with integrity; he will engage in activities and conduct that reflect positively on the City and LAWA; and he will utilize his skills and ability to promote the interests of LAWA.
3. Hours of Work. Halvorson shall be considered an exempt employee of the City, and his normal working hours shall be the normal working hours of City employees as set forth in the City's employment policies; provided, however, LAWA requires that Halvorson attend all meetings of the LAWA Board and of LAWA's committees in person even if such meetings occur outside of Halvorson's normal working hours. Halvorson may request approval from the Chair of the LAWA Board and/or the chair of the committee to be absent from a meeting and/or to attend virtually. Halvorson acknowledges that proper performance of the Executive Director will require Halvorson to generally observe normal business hours, maintain in person office hours, and will also often require the performance of necessary services outside of normal business hours. Halvorson agrees to devote such additional time as necessary for the full and proper performance of the Executive Director's duties and that compensation herein provided includes compensation for performance of all such work. Halvorson will devote full time and effort to the performance of the Services and shall remain in the exclusive employ as the Executive Director; provided further that, with the consent of the LAWA Board, Halvorson may accept temporary, outside professional employment that will not in any way interfere with the performance of, or Halvorson's availability for the performance of, the Executive Director's duties hereunder. The term "outside professional employment" means services provided to third parties for which Halvorson is compensated and which are performed on the Halvorson's time off. LAWA encourages Halvorson to accept speaking engagements; to submit written articles, or other opportunities to communicate with the community; to make, use, and share data and information with relevant persons and groups within the State of North Dakota; and to participate in professional development courses and seminars, that serve to improve the knowledge and capacity of Halvorson to perform the Executive Director's duties.
4. Term. The term of this Agreement shall commence on June 22, 2026 (the "Commencement Date"), and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated by the City (with the consent of LAWA), LAWA, or Halvorson. Notwithstanding the foregoing, the employment relationship described herein is at-will and may be terminated by the City (with the consent of LAWA), LAWA, or Halvorson at any time, with or without cause, subject only to any severance obligations expressly set forth in this Agreement. Nothing in this Agreement shall be construed as

creating a guarantee of employment for any specific duration or as limiting the parties' right to terminate the employment relationship at any time; Halvorson's employment is at-will.

5. Policy Decisions. Halvorson agrees and acknowledges that all policy decisions regarding LAWA shall be made by the LAWA Board, not by Halvorson.
6. Compensation. LAWA and the City agree to compensate Halvorson in the amount of \$158,288 annually (Grade 23, Step 4) for the Services performed under this Agreement. Compensation shall be paid in accordance with the City's regular payroll practices and shall be prorated for any partial year or partial period of service. Beginning in 2027 and each year thereafter that this Agreement remains in effect, compensation shall be adjusted in accordance with the City's compensation plan, including applicable step increase, as well as adjusted in an amount equal to the Cost of Living Adjustment that the City approves for its employees.
7. Employer Contributions. In addition to the terms of compensation listed above, the City shall pay the employer's share of all required payroll taxes and contributions, including but not limited to the following:
 - a) Social Security (FICA);
 - b) Workers Compensation;
 - c) Unemployment Insurance; and
 - d) Medicare.
8. Benefits. Halvorson shall be a full-time employee of the City and shall be eligible to enroll in the City's benefit programs, including health insurance, dental insurance, vision insurance, life insurance and flexible spending accounts and be covered under the City's long-term disability and North Dakota Public Employee Retirement System (NDPERS), subject to the terms and conditions of such programs. In addition, Halvorson shall accrue annual leave and sick leave in accordance with the City's personnel policies applicable to full-time non-civil service employees. For purposes of initial placement, Halvorson shall be credited with the annual leave accrual rate corresponding to two (2) weeks of annual leave per year. Thereafter, annual leave and sick leave accrual rates shall be determined pursuant to City policy, as amended from time to time. Halvorson will additionally receive paid holidays in accordance with City policy and will be reimbursed for business expenses in performance of the Services as set forth in City policy.
9. Professional Expenses. LAWA and the City agree to pay or to reimburse Halvorson for all reasonable, ordinary, and necessary professional expenses including, but not limited to, license renewal fees, professional association dues, continuing education costs, leadership and management training, and other expenses related to performing his duties as Executive Director during the term of this Agreement. Halvorson will provide invoices to the City for payment or reimbursement.

10. Relocation Expenses. The City shall reimburse reasonable moving expenses incurred by Halvorson in relocating to the Fargo area. Prior to incurring such expenses, Halvorson shall obtain and submit at least three (3) written quotes from qualified moving companies. Reimbursement shall be limited to the lowest responsive quote unless otherwise approved in writing by the City.
11. Temporary Housing Stipend. To assist with relocation, the City shall provide Halvorson a temporary housing stipend of One Thousand Dollars (\$1,000) per month for a period of three (3) months following his start date, for a maximum total benefit of Three Thousand Dollars (\$3,000). Such stipend shall be paid through the City's payroll system and shall be subject to applicable tax withholdings and deductions.
12. Policies. During the term of this Agreement, Halvorson agrees to comply with all employee policies of the City, including all safety rules and procedures.
13. Civil Service Status. The parties hereto understand and agree that Halvorson shall not be part of the Civil Service of the City of Fargo, but, instead, he is employed as a non-civil service employee, as permitted under Fargo Municipal Code section 7-0102(D).
14. At-will Acknowledgement. Halvorson acknowledges and agrees that his employment with the City and assignment as Executive Director of LAWA are at-will. Nothing in this Agreement shall be construed as creating a property interest in employment or a guarantee of employment for any specific duration. Halvorson's employment may be terminated at any time, with or without cause, subject only to any severance obligations expressly provided in this Agreement.
15. Performance Reviews.
 - a) No later than ninety (90) calendar days prior to the anniversary of the Commencement Date, the LAWA Board shall establish goals for Halvorson, which will generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriates provided.
 - b) Halvorson shall have a yearly performance review on or near the anniversary of the Commencement Date to assess his performance in meeting annual goals and his management of his relationship with the City and LAWA and to propose personal performance objectives for the next appraisal period. LAWA Board and committee members will be provided with the opportunity to complete an evaluation of Halvorson's performance prior to his performance review. The Chair of the LAWA Board will present the evaluation to the LAWA Board for discussion with Halvorson regarding performance review.
16. Severance. In the event Halvorson's employment under this Agreement is terminated by the City (with the consent of LAWA) or LAWA without Cause, Halvorson shall be entitled to receive severance pay equal to three (3) months of his then-current base salary, less all required payroll withholdings and deductions. Such severance shall be paid in accordance with the City's regular

payroll practices unless the parties agree otherwise in writing. For purposes of this Agreement, "Cause" shall include, but not be limited to, misconduct, insubordination, violation of law, material violation of City policy, dishonesty, or failure to satisfactorily perform the essential duties of the position. No severance shall be payable if Halvorson voluntarily resigns, retires, becomes unable to perform the essential functions of the position due to disability, or is terminated for Cause.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, representations, understandings, and agreements, whether written or oral. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by all parties. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
18. North Dakota Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court located in Cass County, North Dakota, and the parties consent to the jurisdiction and venue of such courts.
19. Conflicts of Interest. Halvorson shall avoid conflicts, potential or real, between his own personal and financial interests and that of LAWA and the City, and Halvorson shall notify the LAWA Board as soon as possible of any potential conflict of interest that may arise.
20. Open Records. Halvorson understands and agrees that any and all communications, notes, and/or records that he creates as Executive Director are subject to potential release under the North Dakota open records laws as set forth in Chapter 44-04 of the North Dakota Century Code.
21. Amendments. Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by all parties.
22. Assignment. No party may assign its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Agreement.
23. Waiver. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such a waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
24. Electronic Signatures. The parties agree that an electronic signature to this Agreement shall be as valid as an original signature of the City, LAWA, and Halvorson and shall be effective to bind

the signatories to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf"), *DocuSign*, or other replicating image attached to an electronic mail or internet message.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Susan Thompson, City Auditor

THE LAKE AGASSIZ WATER AUTHORITY

By: _____
Timothy J. Mahoney, Chair

ATTEST:

Duane Dekrey, Secretary

SPENCER HALVORSON

By: _____
Spencer Halvorson

Exhibit A

EXECUTIVE DIRECTOR SERVICES

DRAFT

Executive Director Job Description

Job Summary:

The Executive Director serves as the chief executive and administrative officer of the Lake Agassiz Water Authority (LAWA) and is accountable to the LAWA Board of Directors (Board) and its subcommittees, Technical Advisory Committee (TAC) and Financial Advisory Committee (FAC). The Executive Director is responsible for providing strategic leadership; managing the LAWA operations, finances, and external relationships; coordinating with project partners and regulatory agencies; and maintaining strong, transparent relationships with member entities.

The Executive Director leads the LAWA's administration in advancing regional water supply goals and objectives, overseeing long-term planning and project development, and ensuring alignment among diverse stakeholders while carrying out the policies and direction established by the Board.

This position requires a collaborative leader capable of navigating complex regional partnerships, public-sector governance, infrastructure development, and intergovernmental coordination.

The LAWA is a political subdivision of the State of North Dakota. The LAWA Executive Director is appointed by the Board.

Essential Duties and Responsibilities:

1. Organizational Leadership and Governance

- Serve as the primary advisor to the Board, TAC and FAC, providing professional guidance, analysis, and recommendations on policy, strategy, operations, and long-range planning. Implement Board-adopted policies and ensure that LAWA operates in compliance with its bylaws, member agreements, and applicable laws and regulations.
- Lead the development and execution of organizational goals, objectives, and performance measures aligned with LAWA's mission and regional water supply needs.

- Establish and maintain effective internal controls, administrative systems, and management practices to ensure accountability and transparency.
- Recruit, supervise, and evaluate LAWA staff and consultants as applicable, fostering a culture of professionalism, collaboration, and safety.

2. Project Partner Coordination and Regional Collaboration

- Serve as LAWA's primary point of coordination with project partners, including member entities, engineering firms, contractors, and state and federal agencies.
- Lead and coordinate planning, development, and implementation of regional water supply projects, ensuring alignment among participating partners and stakeholders.
- Represent LAWA in interactions with state and federal agencies, including legislative committees, regulatory bodies, and funding organizations, to advance project approvals and secure financial support.
- Facilitate communication and cooperation among partners to resolve technical, financial, and governance issues associated with large-scale regional projects.
- Oversee the preparation and delivery of project-related presentations, reports, and briefings to partner boards, agencies, and legislative bodies as required.

3. Member Relations and Stakeholder Engagement

- Build and maintain strong, trust-based relationships with LAWA member entities, including elected officials, board representatives, and senior staff.
- Serve as the primary liaison between LAWA and its members, ensuring timely, accurate, and transparent communication regarding projects, finances, schedules, and policy matters.
- Attend and participate in member entity meetings as appropriate to support coordination, address concerns, and strengthen regional collaboration.



- Develop and implement strategies to enhance member engagement, collaboration, and alignment with LAWA objectives.
- Address member questions, issues, and complaints in a proactive and constructive manner to ensure effective service and long-term confidence in LAWA.

4. Financial Management and Administration

- Direct the development, review, and administration of LAWA's annual operating and capital budgets, and recommend budgets to the Board for approval.
- Monitor financial performance, cash flow, and expenditures, ensuring alignment with approved budgets and long-term financial plans.
- Coordinate with auditors, financial advisors, and legal counsel on audits, financing, bonding, and compliance matters.
- Oversee grant applications, funding agreements, and reporting requirements related to state and federal funding sources.

5. Planning, Compliance, and Public Representation

- Lead long-range planning efforts related to capital improvements, system development, and regional water supply needs.
- Ensure compliance with applicable local, state, and federal laws, regulations, permits, and contractual obligations.
- Serve as the public spokesperson for LAWA, representing LAWA through public meetings, media interactions, legislative testimony, and community outreach as appropriate.
- Promote understanding of LAWA's mission, projects, and regional value among stakeholders and the general public.



Minimum Qualifications:

1. Bachelor's degree in public administration, engineering, business administration, natural resources, or a related field; advanced degree preferred.
2. Significant senior-level experience in public-sector management, regional authorities, utilities, infrastructure development, or intergovernmental organizations.
3. Demonstrated experience working with governing boards and committees, multiple member entities, and complex stakeholder groups.
4. Strong leadership, communication, negotiation, and consensus-building skills.
5. Knowledge of water systems, infrastructure finance, regulatory environments, and regional collaboration models is highly desirable.
6. A valid driver's license is also required.

Reporting Relationship:

The Executive Director reports directly to the Lake Agassiz Water Authority Board of Directors.

Compensation:

Salary range of \$145,226 - \$188,760 depending on relevant education and experience.

Physical Demands & Working Conditions:

Most work is performed in a normal office environment. Work is generally light with considerable variety. Daily work often involves moving between buildings and rooms. Regular driving is required to attend meetings. There is considerable attention required to detail and deadlines.



Lake Agassiz
Water Authority

www.lakeagassiz.org | 701-652-3194

PO Box 140, Carrington, ND 58421

Activities include fingering, grasping, talking, hearing/listening, seeing/observing, repetitive motions. Work is sedentary: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects including the human body. Sedentary work involves sitting most of the time.

First 12–24 Month Priorities:

During the first one to two years, the Executive Director will be expected to focus on establishing strong leadership, advancing regional coordination, and positioning the Lake Agassiz Water Authority (LAWA) for long-term success. Key priorities include:

1. Board Alignment and Organizational Foundation

- Develop a strong working relationship with the Board, TAC and FAC ensuring clear communication, mutual trust, and a shared understanding of roles, responsibilities, and decision-making processes.
- Review governing documents, bylaws, member agreements, policies, and procedures, and recommend updates or refinements as appropriate to support effective governance and operations.
- Establish clear internal management practices, reporting structures, and performance expectations to support transparency and accountability.

2. Member Relations and Regional Cohesion

- Meet individually with each member entity to understand their priorities, concerns, and expectations related to LAWA's mission and projects.
- Establish consistent, predictable communication practices with members, including regular updates on project status, finances, schedules, and emerging issues.
- Strengthen collaboration and trust among diverse member entities by fostering a culture of regional partnership and shared purpose.

3. Project Coordination and Strategic Advancement

- Gain a comprehensive understanding of all current and planned LAWA projects, including technical, financial, regulatory, and governance considerations.
- Coordinate closely with project partners, engineers, legal counsel, contractors, and funding agencies to maintain alignment, manage risks, and advance project milestones.
- Identify potential challenges or decision points early and provide clear, timely recommendations to the Board and member entities.



4. Financial Oversight and Funding Strategy

- Review LAWA's financial position, budgets, funding agreements, and long-term financial plans to ensure sustainability and alignment with project needs.
- Work with financial advisors and funding partners to position LAWA for future financing, grants, and legislative support as projects advance.
- Ensure strong financial controls, reporting practices, and audit processes are in place and clearly understood by the Board and members.

5. External Relations and Advocacy

- Establish and strengthen working relationships with state and federal agencies, legislative bodies, and other regional partners relevant to LAWA's mission.
- Serve as a credible and consistent spokesperson for LAWA, clearly communicating LAWA's goals, progress, and regional value to external stakeholders.
- Support legislative and regulatory engagement necessary to advance projects and protect the LAWA's long-term interests.

6. Long-Range Vision and Organizational Readiness

- Work with the Board, TAC, FAC and members to refine or affirm a long-range strategic vision for LAWA, including future system development, governance evolution, and regional role.
- Assess organizational capacity and resource needs as projects and responsibilities expand, and recommend appropriate staffing or consultant support when necessary.
- Lay the groundwork for sustained organizational effectiveness beyond the initial development phase.