

RESOLUTION R-5229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY COUNCIL AND KURT TRIPLETT, ITS CITY MANAGER.

1           WHEREAS, after a formal recruitment and selection process, the  
2 Kirkland City Council appointed Kurt Triplett as City Manager in 2010;  
3 and

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5           WHEREAS, the City Manager has implemented the 2015-2016  
6 City Work Plan, including work on the Cross Kirkland Corridor Master  
7 Plan, the Comprehensive Plan Update and the Transportation Master  
8 Plan; and

9  
10           WHEREAS, this past year the City Manager successfully recruited  
11 for four director level positions including the City Attorney, Police Chief,  
12 Fire Chief and Parks Director; and

13  
14           WHEREAS, the City Manager sat on the City Hall/Facilities and  
15 Capital Projects Steering Teams related to the City Hall remodel and  
16 Customer Service Initiative, delivering enhanced service to the public  
17 through both technology and improved staff interactions; and

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19           WHEREAS, the City Manager oversaw the development of the  
20 2017-2018 Budget and the maintenance and enhancement of Kirkland's  
21 sound financial policies; and

22  
23           WHEREAS, the City Manager continues to lead the Fire Station  
24 Capital Improvement Program Steering Team, which is focused on  
25 renovation of Fire Station 25 and the identification of locations and  
26 funding strategies for new Stations 24 and 27; and

27  
28           WHEREAS, the City Manager has been instrumental in the  
29 Development of the 2017-2022 Capital Improvement Program to help  
30 respond to growth and implement the community's vision of a green,  
31 walkable, livable and vibrant City; and

32  
33           WHEREAS, the City Manager has maintained his leadership in  
34 connection with the "Healthy Kirkland" health care plan, which has  
35 continued to achieve its goals of slowing cost growth while helping keep  
36 employees and their families healthy with affordable, sustainable health  
37 care; and

38  
39           WHEREAS, the City Manager has continued to enhance the  
40 provision of efficient, cost-effective services by City government and  
41 was awarded the 2016 Award of Excellence by the Washington  
42 City/County Management Association; and

43 WHEREAS, the City Council entered into an employment  
44 agreement with the City Manager as of June 28, 2010, which was  
45 subsequently amended in January 2011, and November 2013; and  
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47 WHEREAS, the City Council entered into an Amended and  
48 Restated Employment Agreement with the City Manager in April 2015;  
49 and  
50

51 WHEREAS, the City Council entered into a Second Amended and  
52 Restated Employment Agreement with the City Manager in January  
53 2016; and  
54

55 WHEREAS, following a review of the City Manager's performance  
56 in December 2016, the City Council desires to increase the City  
57 Manager's annual salary; and  
58

59 WHEREAS, the parties wish to enter into a Third Amended and  
60 Restated Employment Agreement for such purpose that will supersede  
61 all prior negotiations, discussions or agreements.  
62

63 NOW, THEREFORE, be it resolved by the City Council of the City  
64 of Kirkland as follows:  
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66 Section 1. The Third Amended and Restated Employment  
67 Agreement for the City Manager of the City of Kirkland, attached as  
68 Exhibit "A" and incorporated by this reference, is approved by the  
69 Kirkland City Council to be its agreement as to terms and conditions of  
70 employment with Kurt Triplett as Kirkland City Manager.  
71

72 Section 2. The Mayor is authorized to sign a Third Amended and  
73 Restated Employment Agreement which is substantially similar to that  
74 attached as Exhibit "A" on behalf of the City of Kirkland and its City  
75 Council.  
76

77 Passed by majority vote of the Kirkland City Council in open  
78 meeting this 3rd day of January, 2017.  
79

80 Signed in authentication thereof this 3rd day of January, 2017.

  
MAYOR

Attest:

  
City Clerk

## **THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Third Amended and Restated Employment Agreement is entered into between Kurt Triplett ("City Manager") and the City of Kirkland ("City") to describe the terms and conditions of the City Manager's employment with the City.

### **Recitals**

- A.** After a formal recruitment and selection process, the City Council of the City of Kirkland appointed Kurt Triplett as City Manager in 2010.
- B.** The parties entered into an Employment Agreement, as of June 28, 2010, which was subsequently amended in January 2011 and November 2013.
- C.** The parties thereafter entered into an Amended and Restated Employment Agreement in April 2015.
- D.** The parties thereafter entered into a Second Amendment and Restated Employment Agreement, as of January 14, 2016.
- E.** Following a review of the City Manager's performance in December 2016, the Council desires to make a change to the City Manager's annual salary effective January 1, 2017.
- F.** The parties wish to enter into a Third Amended and Restated Employment Agreement that sets forth all of the rights and obligations of the parties and that will supersede all prior negotiations, discussions or agreements.

### **1. Agreement and Effective Date**

The effective date of this Third Amended and Restated Employment Agreement is January 1, 2017. In accordance with the provisions of Chapter 35A.13 RCW, the City Manager is appointed by the Kirkland City Council ("Council") for an indefinite term and may be removed at any time by a vote of the majority of the Council.

### **2. Residence**

The City Manager shall reside within the City.

### **3. Powers and Duties**

The City Manager's powers and duties shall be as provided for by the laws of the State of Washington, by City ordinance, and as the Council may from time to time prescribe. The City Manager agrees to abide by the International City Management Association ("ICMA") Code of Ethics.

#### **4. Salary**

The City Manager's annual salary in 2017 is \$200,000. In 2018 and subsequent years, the City Manager shall be eligible for and receive annual wage adjustments awarded to City employees in the Management and Confidential Employees ("MAC") group. In addition, the Council shall review the City Manager's salary in December 2017 and annually thereafter to determine whether further salary adjustments are appropriate based on merit or other considerations. Any salary adjustments approved by the Council based on this review shall become effective January 1 of the following year. The City Manager's salary will not be reduced during the term of this Agreement (absent removal or resignation) unless the average salary for MAC employees is reduced, in which case the City Manager's salary may not be reduced by more than the MAC average reduction.

#### **5. Performance Appraisals**

The Council and the City Manager shall discuss the City Manager's performance, and the Council shall complete an annual review of the City Manager's performance at a Council meeting in December. Performance appraisal may be combined with the annual salary review.

#### **6. Benefits**

##### ***Holidays and Leaves***

The City Manager shall accrue 20 days' vacation leave per year and shall be granted holidays, sick leave, and management leave as provided in Kirkland Municipal Code Chapter 3.80. Unused vacation leave may be carried forward to the next calendar year, so long as the total balance of vacation leave does not exceed 240 hours. There shall be no payment in lieu of vacation except as provided in Section 7, below.

The City Manager shall also be granted a Community Service Day on the same terms as employees in the MAC group.

##### ***Benefits and Insurance***

The City Manager will be provided medical, dental, disability, employee assistance program, life insurance and other benefits not otherwise addressed in this Agreement on the same terms as employees in the Executive Management group. The City will reimburse the City Manager for the cost of an annual physical examination to the extent such cost is not covered by insurance, up to a maximum of \$1,500 per year or such amount as may be authorized in the biennial budget for members of the Executive Management group.

##### ***Retirement***

In lieu of federal Social Security contributions, equivalent employer and employee contributions shall be made to the Municipal Employees Benefit Trust.

The City shall make required employer contributions on the City Manager's behalf into the Public Employees' Retirement System Plan 2 (PERS 2). The City Manager shall be responsible for the PERS 2 employee contribution. The City shall also contribute an amount equal to six percent of base salary to an ICMA 401A retirement plan for the City

Manager's benefit, subject to and in accordance with the terms of the plan and Internal Revenue Code requirements.

The City Manager may elect to direct pre-tax dollars to a voluntary ICMA deferred compensation plan for City employees, subject to and in accordance with the terms of the plan and Internal Revenue Code requirements.

***Automobile and Travel***

In lieu of other expense reimbursement for travel within the local area, the City Manager shall receive \$425 per month to defray the expense of using a personal automobile for official travel. (Pursuant to Chapter 42.24 RCW, it is the determination of the Council that this means of reimbursement is less costly than providing an automobile to the City Manager.) The City Manager will also be entitled to mileage reimbursement (or use of City vehicles, if available) for City business travel outside the local area, meaning outside of a 50-mile radius of Kirkland City Hall. In addition, the City Manager may be reimbursed for other reasonable and necessary expenses incurred in the course of City business in accordance with City policy (currently Reimbursable Expense Policy No. 3-2).

**7. Termination and Severance Pay**

In the event the City Manager is removed from office or asked to resign by the Council during the term of this Agreement, the City Manager shall receive severance pay equal to six months' salary; *provided* that the City Manager shall not be eligible for severance pay if removed or asked to resign for malfeasance in office or conviction of a felony. Severance pay shall not be payable upon expiration of this Agreement (or any automatic extension hereof) if either party gives timely notice of intent not to renew under Section 10.

In the event the City Manager voluntarily resigns and gives at least 90 days' advance notice in writing, the City Manager shall be paid at separation for up to 240 hours of unused vacation, or such lesser amount as will avoid excess compensation liability to the City under applicable retirement laws.

**8. Indemnification, Hold Harmless and Defense**

The City shall indemnify, hold harmless and defend the City Manager from and against any claims related to or arising out of the exercise of his powers and duties as City Manager to the extent provided by and in accordance with Chapter 3.72 of the Kirkland Municipal Code and RCW 4.96.041.

**9. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes any other agreements, oral or written, between the parties.

**10. Duration**

This Agreement is effective January 1, 2017, and shall continue in effect through December 31, 2020, absent prior termination. This Agreement will be automatically

extended for additional one-year periods on the same terms and conditions, unless it is superseded by a new written agreement between both parties or unless either party gives the other written notice of intent not to renew at least six months prior to the expiration date (i.e., before June 1, 2020, or, in the event of automatic extension, before the applicable subsequent anniversary date).

**11. Review**

Either party may request review and/or renegotiation of any provision of this Agreement during the duration of this Agreement, but no changes to any of the provisions may be made without the agreement of both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Kurt Triplett, City Manager

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk