

RESOLUTION R-5351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A FIFTH 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 met the high expectations of
6 the Council for the City Manager since his appointment; and

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8 WHEREAS, the City Manager led a successful six-month staff
9 effort leading to Council adoption of the 2019-2020 biennial budget and
10 2019-2024 CIP program; and

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12 WHEREAS, the City Manager successfully managed several
13 senior management staff transitions, some of which were unexpected;
14 and

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16 WHEREAS, the City Manager helped organize and lead a
17 community engagement process related to gun safety and community
18 safety, including town hall meetings and other events and including the
19 involvement of key stakeholders such as the Lake Washington School
20 District and active local groups such as Kirkland Safe, Kirkland Indivisible
21 and the Inclusion Network; and

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23 WHEREAS, the City Manager orchestrated and led City staff
24 efforts in the development of and community education about
25 Proposition 1, which was approved by the voters in November 2018,
26 providing for a one-tenth of one percent (0.1%) increase in the City
27 sales tax for enhanced police services and community safety, now
28 allowing for the hiring of additional police officers, new school resource
29 officers in Kirkland middle schools, as well as after school programs and
30 expanded mental health and human services programs focusing on gun
31 safety, homelessness, domestic violence, suicide prevention, and
32 related public safety issues; and

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34 WHEREAS, the City Manager continued to demonstrate
35 exemplary leadership as the Chair of EPSCA and a member of the ARCH
36 Board, which has appointed the City Manager to serve as Board Chair
37 during 2019 and 2020; and

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39 WHEREAS, the City Manager continued to demonstrate strong
40 leadership in a number of other key areas related to the implementation
41 of the 2017-2018 City Work Program, including with respect to the Cross

42 Kirkland Corridor Master Plan, focused on the Totem Lake Connector
43 and South Kirkland Park and Ride bridges; the renovation, siting, and
44 construction of fire stations; an expanded Public Works maintenance
45 center; the construction of a permanent women and families homeless
46 shelter in Kirkland; replacement of the City's core financial and human
47 resources software systems; and enhanced City, resident and business
48 community engagement around Kirkland as a safe, inclusive and
49 welcoming community; and

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51 WHEREAS, the Council entered into an employment agreement
52 with the City Manager as of June 28, 2010, which was subsequently
53 amended in January 2011, and November 2013; and

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55 WHEREAS, the Council entered into an Amended and Restated
56 Employment Agreement with the City Manager in April 2015; and

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58 WHEREAS, the Council entered into a Second Amended and
59 Restated Employment Agreement with the City Manager in January
60 2016; and

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62 WHEREAS, the Council entered into a Third Amended and
63 Restated Employment Agreement with the City Manager in January
64 2017; and

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66 WHEREAS, the Council entered into a Fourth Amended and
67 Restated Employment Agreement with the City Manager on January 16,
68 2018; and

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70 WHEREAS, following a review of the City Manager's performance
71 in December 2018, the Council desires to increase the City Manager's
72 annual salary, make a cash contribution to the City Manager's retirement
73 plan, and extend the expiration of the City Manager's employment
74 agreement; and

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76 WHEREAS, the parties wish to enter into a Fifth Amended and
77 Restated Employment Agreement for such purpose that will supersede
78 all prior negotiations, discussions or agreements.

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80 NOW, THEREFORE, be it resolved by the City Council of the City
81 of Kirkland as follows:


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83 Section 1. The Fifth Amended and Restated Employment
84 Agreement for the City Manager of the City of Kirkland, attached as
85 Exhibit "A" and incorporated by this reference, is approved by the
86 Kirkland City Council to be its agreement as to terms and conditions of
87 employment with Kurt Triplett as Kirkland City Manager.

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89 Section 2. The Mayor is authorized to sign a Fifth Amended and
90 Restated Employment Agreement which is substantially similar to that
91 attached as Exhibit "A" on behalf of the City of Kirkland and its City
92 Council.

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Passed by majority vote of the Kirkland City Council in open meeting this 15th day of January, 2019.

Signed in authentication thereof this 15th day of January, 2019.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

FIFTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Fifth 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 Amended and Restated Employment Agreement, as of January 14, 2016.
- E.** The parties thereafter entered into a Third Amended and Restated Employment Agreement, as of January 11, 2017.
- F.** The parties thereafter entered into a Fourth Amended and Restated Employment Agreement, as of January 16, 2018.
- G.** Following a review of the City Manager's performance in December 2018, the Council desires to make a change to the City Manager's annual salary effective January 1, 2019.
- H.** The parties wish to enter into a Fifth 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 Fifth Amended and Restated Employment Agreement is January 1, 2019. 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 2019 is \$226,600. In 2020 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 2019 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.

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 (1) an amount equal to six percent of base salary and (2) an additional cash contribution of \$10,000 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, however*, that for each additional year of service beginning with 2018, the severance pay required hereunder shall increase by one month for each year of service (e.g. eight month's salary beginning January 1, 2020) up to but not exceeding a total of nine month's salary; *and provided further, however*, 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, 2019, and shall continue in effect through December 31, 2024, 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, 2023, 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 15th day of January, 2019.

Kurt Triplett, City Manager

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk