

RESOLUTION R- 5409

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

1 WHEREAS, after a formal recruitment and selection
2 process, the Kirkland City Council appointed Kurt Triplett as City
3 Manager in 2010; and
4

5 WHEREAS, the City Manager has met the high expectations
6 of the Council for the City Manager since his appointment; and
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8 WHEREAS, the City Manager successfully led several
9 important executive staff transitions in 2019, some of which were
10 unexpected; and
11

12 WHEREAS, partly in anticipation of the upcoming expiration
13 of the Annexation Sales Tax Credit, the City Manager devoted
14 significant attention to maintaining and enhancing strategic
15 economic growth in Kirkland, including with respect to the Village
16 at Totem Lake, Kirkland Urban, and other major local employers;
17 and
18

19 WHEREAS, the City Manager led a successful effort to
20 appoint an outstanding new Kirkland Municipal Court Judge, John
21 R. Olson, following the retirement of former Judge Michael Lambo,
22 which appointment was thereafter confirmed by the City Council;
23 and
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25 WHEREAS, the City Manager continued his strong regional
26 leadership as the Chair of the EPSCA and ARCH boards and as a
27 leader with PSERN, NORCOM and the eCityGov Alliance; and
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29 WHEREAS, the City Manager has continued to make major
30 progress in connection with the implementation of the 2019-2020
31 City Work Program, including with respect to improving fire and
32 emergency medical services, including acquisition of the FS 24 and
33 FS 27 sites; implementation of the enhanced police services and
34 community safety ballot measure; design and construction of the
35 Totem Lake Connection Connector; strategic transportation
36 partnerships with Sound Transit, WSDOT and King County Metro,
37 especially along I-405; the construction and upcoming operation
38 of a new Women and Family shelter for individuals experiencing

homelessness; new strategies for prioritizing affordable and "missing middle" housing; renovation of the new Parks Maintenance Center Building; completion of several major park improvement projects; the development and adoption of a Kirkland Sustainability Master Plan; adoption of a "Safer Routes to School Action Plan" in partnership with the Lake Washington School District and neighborhood associations; and the prioritization of new information technology stabilization and migration tools; and

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

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

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

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

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

WHEREAS, the Council entered into a Fifth Amended and Restated Employment Agreement with the City Manager on January 15, 2019; and

WHEREAS, following a review of the City Manager's performance in December 2019, the Council desires to increase the City Manager's annual salary; and

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

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

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

90
91 Section 2. The Mayor is authorized to sign a Sixth
92 Amended and Restated Employment Agreement which is
93 substantially similar to that attached as Exhibit "A" on behalf of
94 the City of Kirkland and its City Council.
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96 Passed by majority vote of the Kirkland City Council in open
97 meeting this 04 day of February, 2020.
98

99 Signed in authentication thereof this 04 day of February,
100 2020.



Penny Sweet, Mayor

Attest:



Kathi Anderson, City Clerk

EXHIBIT A

SIXTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Sixth 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.** The parties thereafter entered into a Fifth Amended and Restated Employment Agreement as of January 15, 2019.
- H.** Following a review of the City Manager's performance in December 2019, the Council desires to make a change to the City Manager's annual salary effective January 1, 2020.
- I.** The parties wish to enter into a Sixth 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 Sixth Amended and Restated Employment Agreement is January 1, 2020. 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 2020 is \$250,000. In 2021 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 2020 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. nine month's salary beginning January 1, 2021) 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, 2020, 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 _____ day of February, 2020.

Kurt Triplett, City Manager

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk