

RESOLUTION R- 5461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEVENTH 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 June of 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

7  
8           WHEREAS, the City Manager successfully led the City  
9 through one of the most challenging years in its history, including  
10 the COVID-19 pandemic, social unrest, economic disruptions and  
11 budget challenges; and

12  
13           WHEREAS, Kirkland was the first community in the United  
14 States required to respond decisively and comprehensively to the  
15 now-global COVID-19 pandemic, beginning with the City  
16 Manager's proclamation of emergency and activation of the City's  
17 emergency operations center on February 29, 2020, which  
18 pandemic emergency unfortunately remains ongoing; and

19  
20           WHEREAS, following the tragic killing of George Floyd by  
21 Minneapolis police officers on May 25, 2020, dozens of protests,  
22 marches and rallies occurred in Kirkland, calling for greater police  
23 accountability and an end to structural racism in the United States,  
24 resulting in a thoughtful and systematic response from the City  
25 Manager leading to the adoption by the Council of Resolution R-  
26 5434 and many budget, listening and programmatic responses  
27 thereto, which are continuing; and

28  
29           WHEREAS, the 2021-2022 biennial budget proposed by the  
30 City Manager and adopted by the Council includes a number of  
31 programmatic initiatives and funding built around the theme of  
32 "investing in a more equitable, safe and resilient Kirkland" in  
33 response to national events and Council priorities; and

34  
35           WHEREAS, the City Manager successfully addressed  
36 several executive staff transitions in 2020; and

37  
38           WHEREAS, the City Manager continued his regional  
39 leadership in 2020, including as chair of the ARCH Board, chair of  
40 EPSCA and ESPCA representative on the PSERN joint board,  
41 helping lead to the adoption by all member cities and King County  
42 of the new PSERN Operator Interlocal Agreement for the new  
43 regional emergency radio communications network which is  
44 expected to be operational by the end of 2022; and

45

46 WHEREAS, the City Manager's leadership and vision  
47 continued to support many other important City efforts, including  
48 with respect to NORCOM and eCityGov Alliance, the successful  
49 passage of the Fire and Medical Services ballot measure in 2020,  
50 and early implementation of the successful Enhanced Police  
51 Services and Community Services ballot measure passed in 2019;  
52 and

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

57  
58 WHEREAS, the Council entered into an Amended and  
59 Restated Employment Agreement with the City Manager on April  
60 7, 2015; and

61  
62 WHEREAS, the Council entered into a Second Amended  
63 and Restated Employment Agreement with the City Manager on  
64 January 14, 2016; and

65  
66 WHEREAS, the Council entered into a Third Amended and  
67 Restated Employment Agreement with the City Manager on  
68 January 11, 2017; and

69  
70 WHEREAS, the Council entered into a Fourth Amended and  
71 Restated Employment Agreement with the City Manager on  
72 January 16, 2018; and

73  
74 WHEREAS, the Council entered into a Fifth Amended and  
75 Restated Employment Agreement with the City Manager on  
76 January 15, 2019; and

77  
78 WHEREAS, the Council entered into a Sixth Amended and  
79 Restated Employment Agreement with the City Manager on  
80 February 4, 2020; and

81  
82 WHEREAS, following a review of the City Manager's performance  
83 in December 2020, the Council and City Manager desire to modify such  
84 agreement in certain respects reflecting the Council's continued  
85 confidence in and support of the City Manager; and

86  
87 WHEREAS, the parties therefore wish to enter into a Seventh  
88 Amended and Restated Employment Agreement for such purpose that  
89 will supersede all prior negotiations, discussions or agreements.

90  
91 NOW, THEREFORE, be it resolved by the City Council of the  
92 City of Kirkland as follows:

93  
94 Section 1. The Seventh Amended and Restated  
95 Employment Agreement for the City Manager of the City of  
96 Kirkland, attached as Exhibit "A" and incorporated by this  
97 reference, is approved by the Kirkland City Council to be its  
98 agreement as to terms and conditions of employment with Kurt  
99 Triplett as Kirkland City Manager.

100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110

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

Passed by majority vote of the Kirkland City Council in open meeting this 2 day of February, 2021.

Signed in authentication thereof this 2 day of February, 2021.

  
\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

  
\_\_\_\_\_  
Kathi Anderson, City Clerk

## **SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Seventh 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 on April 7, 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.** The parties thereafter entered into a Sixth Amended and Restated Employment Agreement as of February 4, 2020.
- I.** Following a review of the City Manager's performance in December 2020, the Council and City Manager desire to make certain changes to such agreement retroactive to January 1, 2021.
- J.** The parties therefore wish to enter into this Seventh 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 Seventh Amended and Restated Employment Agreement is January 1, 2021. 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 Kirkland.

## **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 2021 is \$252,500. In 2022 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 2021 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 of 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.

In recognition of the extraordinary additional work time required by the City Manager during 2020 resulting from COVID-19, social unrest, economic disruptions and budget challenges, the Council hereby grants the City Manager forty (40) additional hours of management leave for use or payment in 2021 in accordance with the general provisions of KMC 3.80.115 and Ordinance O-4744.

***Benefits and Insurance***

The City Manager will be provided medical, dental, vision, 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 ("MEBT").

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 \$5,000 to an ICMA 457 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 nine (9) months' salary; *provided, 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, 2021, 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 2 day of February, 2021.

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

\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

\_\_\_\_\_  
Kathi Anderson, City Clerk