

RESOLUTION R-5623

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
2 KIRKLAND APPROVING A TENTH AMENDED AND RESTATED
3 EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY
4 COUNCIL AND KURT TRIPLETT, ITS CITY MANAGER.

5
6 WHEREAS, after a formal recruitment and selection process, the
7 Kirkland City Council appointed Kurt Triplett as City Manager in 2010;
8 and

9
10 WHEREAS, the City Manager has continued to meet the high
11 expectations of the Council for the City Manager since his appointment;
12 and

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14 WHEREAS, the strong leadership of the City Manager led to
15 many significant accomplishments on behalf of the City of Kirkland in
16 2023; and

17
18 WHEREAS, the new Regional Crisis Response Agency ("RCR")
19 was launched; all five open labor contracts were successfully settled;
20 and the Totem Lake Connector bridge, 132nd Square Park, and
21 renovated Fire Station 22 were opened, together with other
22 infrastructure improvements to help keep Kirkland a great place to live,
23 work, and play; and

24
25 WHEREAS, 2023 saw the successful launch of the Kirkland
26 Initiative, with the active support of the DEIB Manager and Deputy City
27 Manager of External Affairs, in order to complete original DEIB Five Year
28 Roadmap tasks and bring new tasks to Council for adoption in 2024;
29 and

30
31 WHEREAS, the five-city RCR ILA was completed in December
32 of 2022 and the inaugural RCR Board has been meeting since January
33 2023; the City Manager was elected President of the Board and Kirkland
34 chosen as the fiscal agent; the RCR Board hired Brook Buettner as
35 Executive Director; and the former Kirkland Crisis Responder and
36 RADAR programs formally merged into one RCR entity on June 1, 2023
37 with all existing positions retained and new responders added; and

38
39 WHEREAS, Fire Station 22 renovations were completed and the
40 station reopened; designs completed, and bids received for both Fire
41 Station 26 and Fire Station 21; and 20 new voter-approved firefighters
42 hired; and

43
44 WHEREAS, the City Manager helped implement the Council's
45 goals in support of affordable housing in part through the following:

46 **Kirkland Heights Apartments** completed permitting and
47 started construction. Upon project completion, the complex will
48 consist of 276 new or renovated family units.
49

50 The **Polaris** Project in Totem Lake completed permitting and
51 started construction. When completed, Polaris will provide 442
52 affordable residential units at multiple income levels and 4,000
53 square feet of commercial space.
54

55 The **Ardea** project in Totem Lake (near the I-405 HOV ramps) is
56 in the permitting process and will include 170 units of affordable
57 housing for seniors aged 62 and up, including an estimated 45
58 units for senior veterans.
59

60 **The Friends of Youth Landing Shelter and Service Center** in
61 Totem Lake was substantially completed in 2023 and certified
62 for occupancy in February of 2024. This center includes 26
63 semi-private shelter beds, commercial kitchen, dining room,
64 commercial laundry, an extensive nursing center, counseling
65 office, administration offices, outreach offices, storage,
66 bathrooms, showers, computer rooms, and a living room area.
67

68 The affordable housing requirements and incentive zoning for
69 the **Station Area Plan** were completed and adopted.
70

71 WHEREAS, these housing projects will create over 800 new
72 affordable units on the Eastside, including 478 new or renovated units
73 in Kirkland; and
74

75 WHEREAS, the 100th Avenue roadway improvement project
76 completed design, permitting, and bidding leading to the initiation of
77 construction; and the Juanita Drive roadway improvement finished
78 completed design and permitting leading to the award of the
79 construction contract; and
80

81 WHEREAS, the City continued its partnerships with Sound
82 Transit, WSDOT, and King County Metro in connection with the
83 development of the NE 85th Street/I-405 Bus Rapid Transit Station and
84 K-Line, with the City Manager serving as chair on the City's CIP Steering
85 Team; the ST/WSDOT BRT/I-405 project started construction; and
86 design work for the K Line begun by Metro; and
87

88 WHEREAS, the new City engineering staff needed to implement
89 new Transportation Benefit District ("TBD") projects were hired; design
90 for most of the 40 TBD safety projects approved by the Council initiated
91 (and in some instances completed); and collection of the TBD \$20
92 vehicle license fee to fund these investments commenced; and
93

94 WHEREAS, all five open labor contracts were settled, with the
95 City remaining near the top of the market with competitive wages and
96 benefits and on a financially sustainable basis in order to attract and

97 retain employees; the closing of these contracts allowed the Public
98 Works Department to achieve full staffing; and innovative new programs
99 were launched, such as leased electric cars for police officers emerged
100 in 2023 and a childcare pilot program for employees; and

101
102 WHEREAS, the City Manager invested considerable time
103 working with Parks staff and the PFEC and chaired a monthly cross-
104 departmental "Ballot Action Team" that supported the PFEC and
105 financial, legal, CIP and programmatic analysis that led to the 2023
106 ballot measure; reached agreement with WSDOT to purchase the
107 Houghton Park and Ride for a possible aquatics center or other public
108 uses; and provided multiple factual presentations about the measure
109 throughout the summer and fall; and

110
111 WHEREAS, significant progress on the Kirkland 2044 initiative
112 was achieved, including through the City Manager's regular meetings
113 with Directors and other meetings; the launch of extensive community
114 outreach and planning efforts for the Comprehensive Plan and related
115 documents; and policy and capital project work, the highlights of which
116 to date include the Juanita and Kingsgate Neighborhood Plans and
117 development of a project list for the Transportation Strategic Plan; and

118
119 WHEREAS, under the City Manager's leadership the City ended
120 2023 within projected revenues and expenditures and with a modest
121 surplus; another clean state audit with no findings; and the retention of
122 the City's AAA credit rating; and

123
124 WHEREAS, the City Manager made great strides in filling
125 positions throughout the organization and emphasized organizational
126 leadership development to create advancement opportunities within the
127 organization; and

128
129 WHEREAS, the City Manager continues to represent the City in
130 leadership roles on regional bodies in 2023, including EPSCA/PSEARN
131 and ARCH; and

132
133 WHEREAS, the City Manager and the City Manager's Office
134 economic development team have continued to focus on the small
135 business climate and promoting Kirkland as a desirable location; and

136
137 WHEREAS, the Council entered into an Employment Agreement
138 with the City Manager as of June 28, 2010, which was subsequently
139 amended in January 2011, and November 2013; and

140
141 WHEREAS, the Council entered into an Amended and Restated
142 Employment Agreement with the City Manager in April 2015; and

143
144 WHEREAS, the Council entered into a Second Amended and
145 Restated Employment Agreement with the City Manager in January
146 2016; and

147

148 WHEREAS, the Council entered into a Third Amended and
149 Restated Employment Agreement with the City Manager in January
150 2017; and

151
152 WHEREAS, the Council entered into a Fourth Amended and
153 Restated Employment Agreement with the City Manager on January 16,
154 2018; and

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156 WHEREAS, the Council entered into a Fifth Amended and
157 Restated Employment Agreement with the City Manager on January 15,
158 2019; and

159
160 WHEREAS, the Council entered into a Sixth Amended and
161 Restated Employment Agreement with the City Manager on February 4,
162 2020; and

163
164 WHEREAS, the Council entered into a Seventh Amended and
165 Restated Employment Agreement with the City Manager on February 2,
166 2021; and

167
168 WHEREAS, the Council entered into an Eighth Amended and
169 Restated Employment Agreement with the City Manager on February 8,
170 2022; and

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172 WHEREAS, the Council entered into a Ninth Amended and
173 Restated Employment Agreement with the City Manager on February
174 21, 2023; and

175
176 WHEREAS, following a review of the City Manager's
177 performance in 2023, the Council desires express its strong continued
178 support of the City Manager, including through an additional retirement
179 plan contribution and the extension of the duration of the agreement for
180 an additional year; and

181
182 WHEREAS, the parties wish to enter into a tenth Amended and
183 Restated Employment Agreement for such purpose that will supersede
184 all prior negotiations, discussions, or agreements.

185
186 NOW, THEREFORE, be it resolved by the City Council of the
187 City of Kirkland as follows:

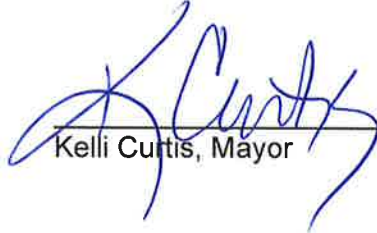
188
189 Section 1. The Tenth Amended and Restated Employment
190 Agreement for the City Manager of the City of Kirkland, attached as
191 Exhibit "A" and incorporated by this reference, is approved by the
192 Kirkland City Council to be its agreement as to terms and conditions of
193 employment with Kurt Triplett as Kirkland City Manager.

194
195 Section 2. The Mayor is authorized to sign a Tenth Amended
196 and Restated Employment Agreement which is substantially similar to
197 that attached as Exhibit "A" on behalf of the City of Kirkland and its City
198 Council.

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Passed by majority vote of the Kirkland City Council in open meeting this 19th day of March, 2024.

Signed in authentication thereof this 19th day of March, 2024.



Kelli Curtis, Mayor

Attest:



Kathi Anderson, City Clerk

TENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Tenth 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. The parties thereafter entered into a Seventh Amended and Restated Employment Agreement as of February 2, 2021.
- J. The parties thereafter entered into an Eighth Amended and Restated Employment Agreement as of February 18, 2022.
- K. The parties thereafter entered into a Ninth Amended and Restated Employment Agreement as of February 28, 2023.
- K. Following a review of the City Manager's performance in December 2023, the Council and City Manager desire to make certain changes to such agreement retroactive to January 1, 2024.
- L. The parties therefore wish to enter into this Tenth 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 Tenth Amended and Restated Employment Agreement is January 1, 2024. 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 2024 is \$296,410. This salary amount includes a 3.5 percent annual wage adjustment awarded to City employees in the Management and Confidential Employees ("MAC") group for calendar year 2024. In 2025 and subsequent years, the City Manager shall be eligible for and receive annual wage adjustments awarded to City employees in the MAC group. In addition, the Council shall review the City Manager's salary in December 2024 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 vacation leave per year in accordance with vacation for executive management and shall be granted holidays, sick leave, and management leave applicable to the City's MAC group as provided in Kirkland Municipal Code ("KMC") 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 except as otherwise provided for in KMC 3.80. Any payment to the City Manager in lieu of vacation shall be as provided for in KMC 3.80.

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, 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 \$10,000 to an ICMA 401A or 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 \$620 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.

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 KMC 3.72 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, 2024, and shall continue in effect through December 31, 2027, 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, 2026, 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 _____, 2024.

Kurt Triplett, City Manager

Kelli Curtis, Mayor

Attest:

Kathi Anderson, City Clerk