RESOLUTION R-5710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN ELEVENTH AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY COUNCIL AND KURT TRIPLETT, ITS CITY MANAGER.

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

WHEREAS, the City Manager has continued to meet the high expectations of the Council since his appointment; and

WHEREAS, the strong leadership of the City Manager led to many significant accomplishments on behalf of the City of Kirkland since his appointment; and

WHEREAS, following a review of the City Manager's performance in 2025, the Council desires to express its strong continued support of the City Manger, including through a salary increase and extension of the duration of the agreement; and

WHEREAS, the parties wish to enter into an eleventh amendment to the Employment Agreement.

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

Section 1. The Eleventh Amendment to the Employment Agreement for the City Manager of the City of Kirkland, attached as Exhibit A to this ordinance, is approved by the Kirkland City Council to be its agreement as to terms and conditions of the City's employment of Kurt Triplett as Kirkland City Manager.

Section 2. The Mayor is authorized, on behalf of the City of Kirkland and its City Council, to execute the Eleventh Amendment to the Employment Agreement in substantially similar form to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 9th day of December, 2025.

Signed in authentication thereof this 9th day of December, 2025.

Kelli Curtis, Mayor

Attest:

Anastasiya Warhol, City Clerk

ELEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT (2026)

This Eleventh Amendment to the 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. The parties entered into an Employment Agreement, as of June 28, 2010, which was subsequently amended in January 2011 and November 2013. Thereafter, the parties entered into an Amended and Restated Employment Agreement each year from 2015 through 2024.

B. Following a review of the City Manager's performance in November and December 2025, the parties now desire to make certain changes to the Tenth Amendment and Restated Employment Agreement, which was effective January 1, 2024.

C. The parties therefore wish to enter into this amendment, which will be the eleventh such amendment to the Employment Agreement, with these modifications and changed provisions effective beginning January 1, 2026.

Agreement

I. Section 2, on Salary, is replaced in its entirety with the following:

I. Salary

A) The City Manager's annual salary in 2026 is $325,371.94. This salary amount includes a 2.7 percent annual wage adjustment equivalent to the amount expected to be awarded to City employees in the Management and Confidential Employees ("MAC") group for calendar year 2026, plus an additional $10,000. In 2027 and subsequent years, the City Manager shall be eligible for and receive annual wage adjustments awarded to City employees in the MAC group. Any salary adjustments shall become effective January 1 of the applicable year.

B) The Council will also review the City Manager's salary every two years, in odd numbered years, to determine whether further salary adjustments are appropriate based on merit or other considerations.

C) 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.

II. Section 3, on Performance Appraisals, is replaced in its entirety with the following:

II. Performance Appraisals

A) Annually, the City Manager shall provide Council with a self-evaluation of performance, documenting accomplishments, areas of improvement, and establishing objectives for the next year.

B) Every two years, in odd numbered years, the Council shall complete a formal review of the City Manager's performance. This review may continue into the beginning of an even numbered year as necessary to complete the review. This performance evaluation may be combined with the biannual salary review.

C) In addition, the Council and the City Manager shall discuss the City Manager's performance ad hoc at the request of a majority of Council.

III. Under Section 6, on Benefits, the subsection on *Retirement*, is replaced in its entirety with the following:

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 an amount equal to six percent of base salary to a Mission Square Retirement (formerly ICMA Retirement Trust) 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 Mission Square Retirement deferred compensation plan for City employees, subject to and in accordance with the terms of the plan and Internal Revenue Code requirements.

IV. Section 7, on Termination and Severance Pay, is replaced in its entirety with the following:

7. Termination and Severance Pay

A) 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.

B) Additionally, in the event the City Manager is eligible for severance pay and provided the City Manager applies and maintains eligibility for COBRA benefits, the City will pay, directly to either the insurer or the third-party Accrue Solutions, the COBRA continuation premiums to continue medical, dental, and vision benefits for the City Manager to the same extent paid by the City just prior to the separation date for a period of nine (9) months after the separation date. No such premium payments shall be made after the City Manager secures similar coverage through another employer.

C) In the event the City Manager's employment is terminated either voluntarily or involuntarily, the City Manager will receive, in accordance with chapter 3.80 of the Kirkland Municipal Code, a cash out, less standard payroll deductions, for accrued but unused vacation leave, not to exceed a maximum of 240 hours accumulated vacation leave, and for management leave. For purposes of this section, if termination is within a pay period, leave shall be credited for each day worked pro rata in the partial pay period in calculating the ending vacation leave balance.

V. Section 10, on Duration, is replaced in its entirety with the following:

10. Duration

This Agreement is effective January 1, 2026, and shall continue in effect through December 31, 2029, 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, 2029, or, in the event of automatic extension, before the applicable subsequent anniversary date).

VI. Effective Date. Once executed by both parties, this amendment will become effective on January 1, 2026, regardless of the last date of signature.

DATED this _____ day of _____, 2025.

_____ _____

Kurt Triplett, City Manager Kelli Curtis, Mayor

Attest:

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Anastasiya Worhol, City Clerk