

RESOLUTION R 3195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND DESIGNATING A NEW CITY MANAGER, AND APPROVING A MEMORANDUM OF UNDERSTANDING IN REGARD TO EMPLOYMENT CONDITIONS BETWEEN THE KIRKLAND CITY COUNCIL AND THE DESIGNATED CITY MANAGER.

Whereas, the City of Kirkland is a council/manager city, organized pursuant to Chapter 35A.13 Revised Code of Washington; and

Whereas, the City Manager is appointed by and personally responsible to the City Council as chief administrative officer for the City; and

Whereas, the nature of the office of City Manager and the City Manager's duties and responsibilities are of such nature that a written memorandum of understanding in regard to general employment conditions and specific employment arrangements as to the chief administrative officer is in the best interest of the City Council, the City Manager and the City itself, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. Terrence L. Ellis is hereby appointed as the City Manager of the City of Kirkland with such appointment to be effective August 19, 1985 or as soon thereafter as Terrence L. Ellis shall qualify by the taking of the oath and the filing of a faithful performance bond in the amount of \$200,000. as required by RCW 35A.13.007. The premium for said bond shall be paid by the City of Kirkland.

Section 2. The memorandum of understanding in regard to employment conditions for the City Manager of the City of Kirkland, copy of which is attached to the original of this resolution and by this reference incorporated herein, is approved by the Kirkland City Council to be its agreement of employment conditions with Terrence L. Ellis as Kirkland City Manager. Said agreement shall be effective as of August 19, 1985.

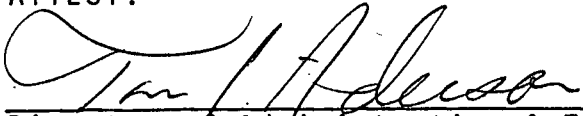
The action of the Mayor in signing said memorandum of understanding on behalf of the City of Kirkland and its City Council is hereby authorized and ratified.

Adopted by majority vote of the Kirkland City Council in regular meeting on the first day of July, 1985.

Signed in authentication thereof this 1st day of July,
1985.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

MEMORANDUM OF UNDERSTANDING

This agreement of employment conditions for the City Manager of Kirkland, Washington is set forth to avoid possible misunderstandings, to assure good working relationships, and to provide special benefits to the Chief Administrative Officer who comes under different employment arrangements than the balance of the City employees.

In accordance with the provisions of Chapter 35A.13 RCW the City Manager is appointed by the City Council for an indefinite term and may be removed by a vote of the majority of the Council. Without a fixed term agreement, it is the intent of this agreement to provide general employment conditions, as well as fair arrangements on both voluntary and involuntary termination.

1. Salary

The City Council will review the salary of the City Manager annually. If a salary reduction should take place it would not be at a rate larger than applied across the board for all employees.

As part of the job as City Manager, the manager is required to maintain a publicly listed telephone within his home and maintain an office at home capable of handling reasonable off-hour business matters from members of the City Council and the public, relevant to the management of the affairs of the City.

2. Hours of Work

It is recognized that the City Manager must devote a great deal of his time outside normal office hours regarding business of the City and to that end he will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours. Compensatory time off shall not exceed a 40 hours build-up. (There shall be no payment in lieu of compensatory time except at termination.)

3. Automobile

The City Manager is required to have a car available for City business. The City will either supply a city vehicle or pay a monthly rate car allowance as provided in the budget to defray the expense of using a personal automobile for official City business in the Seattle Metropolitan area. Trips outside the area will be paid on a mileage basis, if a non-city vehicle is used.

4. General Expenses

The City recognizes that certain expenses of a nonpersonal and generally job-affiliated nature, are incurred by the City Manager and hereby agrees to reimburse or to pay said general expenses allowable by State law. The City further realizes, because of restricted State Laws regarding business expenses, that it will often be necessary for the City Manager to incur expenses not reimbursable by the City, in order effectively carry out his role as City Manager. Examples include the necessity of including the City Manager's wife at civic functions and professional development conferences.

5. Vacation Leave

The City Manager shall receive fifteen working days vacation leave per year, along with normal holidays provided regular employees. Vacation time can be carried over to a succeeding year, as provided for other employees. There shall be no payment in lieu of vacation except at termination.

6. Disability, Health and Life Insurance

The City agrees to provide insurance coverage and to pay the premiums for the insurance package provided or available to other general employees, including dependent coverage. It agrees to grant sick leave in the amount of one day per month accumulative up to the maximum set by City ordinance. The city agrees to consider insurance coverage, i.e. life insurance and disability income benefits as a part of a future salary package.

7. Deferred Compensation Retirement

A deferred compensation package is available for the City Manager as well as other employees. Any involvement is voluntary and is part of the total compensation package.

8. Termination and Severance Pay

In the event the City Manager is terminated by the City Council, or asked to resign, the city agrees to pay the City Manager severance pay for three months with an option by the Council to extend severance pay for an additional three months if the City Manager remains unemployed. The city will continue health insurance coverage for the period of severance pay. Provided that this section will not apply in the event such termination by the City Council is based upon actions of the City Manager personally as distinguished from actions of other city employees or officials for who he is responsible to the City Council, which would clearly support a charge of malfeasance of office, and such charge is set forth in the Notice of Termination given by the City Council to the City Manager.

In the event the City Manager voluntarily resigns, and gives forty-five (45) days advance notice in writing, the city agrees to pay the City Manager all normal settlements employees receive. The Manager may also continue to retain all or any part of the health care packages offered for a period up to 12 months so long as the premium cost is paid in advance to the city.

9. Other Terms and Conditions of Employment

The City Council shall fix and such terms and conditions of employment as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement.

10. General Provisions

The text herein shall constitute the entire agreement between the parties.

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.

This agreement shall become effective commencing August 19 1985. The agreement shall continue in effect for a period of two years. This agreement shall be subject to reopening upon 90 days written notice by either party prior to the termination date as hereinabove provided. Otherwise this agreement shall be extended on the same terms and conditions for an additional period of two years wherein provided. Said agreement shall continue thereafter for two years periods unless 90 days written notice by either party is given prior to time of expiration.

IN WITNESS WHEREOF, The City of Kirkland has caused this agreement to be signed and executed, effective June 28, 1985 by its Mayor as directed by City Council and attested by its City Clerk, and the City Manager has signed and executed this agreement, both in duplicate the day and year first above written.

City Manager

Mayor

Attest:

City Clerk