

RESOLUTION NO. R- 4075

A RESOLUTION OF THE KIRKLAND CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING IN REGARD TO EMPLOYMENT CONDITIONS BETWEEN THE KIRKLAND CITY COUNCIL AND THE INTERIM CITY MANAGER ANNE PFLUG.

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 interests of the City Council, the Interim City Manager and the City itself;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Memorandum of Understanding in regard to employment conditions for the Interim City Manager and 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 Anne Pflug as Kirkland Interim City Manager.

The Mayor is authorized to sign said Memorandum of Understanding on behalf of the City of Kirkland and its City Council.

PASSED by majority vote of the Kirkland City Council in regular, open meeting this 6th day of May, 1997.

SIGNED IN AUTHENTICATION thereof this 6th day of May, 1997.



Mayor

Attest



City Clerk

MEMORANDUM OF UNDERSTANDING

This agreement of employment conditions for the Interim City Manager of Kirkland, Washington, is set forth to assure good working relationships, to promote a clear understanding, and to provide special benefits to the Interim City Manager who comes under different employment arrangements than the balance of 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 by the Council. While there is not a fixed term appointment for the Interim City Manager ("ICM"), it is the intent of this agreement to provide for general employment conditions to be applicable during the employment of the ICM.

The ICM has agreed to serve at the request of the Council until such time as the regular City Manager is appointed. The Council and the ICM can negotiate a transitional period to assist the new Regular City Manager should they deem necessary.

I. Salary

The Council has set the salary of the ICM at \$8,500 per month. The City Council will review and approve any change in the salary of the ICM annually. If a salary reduction should take place, it would not be at a rate greater than applied across the board for all employees.

As part of the job of ICM, she is required to maintain a publicly-listed telephone within her home.

II. Hours of Work

It is recognized that the ICM has agreed to a work week that shall include 32 hours plus City Council meetings.

III. Commitment

The Council recognizes commitments that were previous engagements which the ICM is required to complete. The assignments that will be considered are a one-day retreat with Mount Lake Terrace Council and teaching instruction at the University of Washington.

IV. General Expenses

The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the ICM and hereby agrees to reimburse or to pay said general expenses allowable by State law.

V. Vacation Leave - Management Leave -

The ICM is subject to vacation and management leave provisions which apply to department heads, except as otherwise provided in this paragraph.

A. Vacation Leave

The ICM shall receive twenty (20) working days vacation leave per year, along with normal holidays provided regular employees. There will be an accrual rate for vacation of 13.36 hours per month worked. The ICM may schedule and utilize vacation at her discretion. The ICM will not be disqualified from payment in lieu of unused vacation leave due solely to separation with less than one year of employment.

B. Management Leave

The ICM shall be granted five (5) days management leave on a prorated basis of 3.33 hours per month worked.

VI. Benefits

The City agrees to provide the ICM with the same level of benefits as are provided to unrepresented regular full-time employees.

VII. Retirement Plan

The ICM, pursuant to State law, has elected to have Public Employees Retirement System (PERS) plan.

VIII. Termination of Agreement

The right is reserved by the City to terminate this Agreement at any time with or without cause by giving 10 days notice to ICM in writing. In the event of termination all finished or unfinished documents prepared by the ICM shall be submitted to the City. ICM shall be entitled to receive compensation for satisfactory work through the date of termination.

IX. Other Terms and Conditions of Employment

This agreement is effective commencing April 22, 1997.

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the ___ day of _____, 1997.

Interim City Manager

City of Kirkland

Anne L. Pflug

By _____
Mayor Deborah H. Eddy