



## CITY OF KIRKLAND

City Attorney's Office

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### MEMORANDUM

**To:** City Council

**From:** Robin S. Jenkinson, City Attorney

**Date:** December 28, 2010

**Subject:** Amendment to Employment Agreement

#### **RECOMMENDATION:**

City Council consider the attached resolution amending the City Manager's employment agreement.

#### **BACKGROUND DISCUSSION:**

In order to satisfy the residency requirement provided under RCW 35A.13.050, the City Manager has been attempting, unsuccessfully since his employment, to move his residence to the City. In recognition of the Council's desire for the City Manager to move his residence to the City and the financial challenge encountered by the City Manager in trying to sell his home in the current real estate market, the proposed amendment to the terms of the City Manager's Employment Agreement is now before the Council for action.

The attached resolution approves, and authorizes the Mayor to execute, an amendment to the employment agreement with City Manager Kurt Triplett. The proposed amendment to the employment agreement would provide an interim housing supplement of a maximum of \$1,995 per month, for one year, to live within the City. The proposed amendment would also allow the City Manager and his family to rent a City-owned dwelling unit at the current market rate rent. The other terms and conditions specified in the employment agreement approved by the Council on June 15, 2010, would remain the same.

RESOLUTION R-4857

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

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

Section 1. The Amendment to Employment Agreement, attached as Exhibit "A" and incorporated by reference, is approved by the Kirkland City Council as an amendment to the Employment Agreement with Kurt Triplett as Kirkland City Manager, approved June 15, 2010.

Section 2. The Mayor is authorized to sign an Amendment to 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 \_\_\_\_ day of \_\_\_\_\_, 2011.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

## **AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between Kurt Triplett ("City Manager") and the City of Kirkland ("City") amending the Employment Agreement ("Agreement"), approved by the City Council on June 15, 2010.

### **Recitals.**

In order to satisfy the residency requirement as provided under RCW 35A.13.050, the City Manager has been attempting, since his employment, to move his residence to the City and has thus far been unsuccessful. In recognition of the Council's desire for the City Manager to move his residence to the City and the financial challenge encountered by the City Manager in trying to sell his current home in the existing real estate market, the parties wish to amend the Employment Agreement to add provisions for a Housing Allowance and Moving Expenses.

**Pursuant to the above recitals, and in consideration of the benefits to be received by each party, it is agreed as follows:**

1. Section 2, of the Agreement is amended to add three Subsections to read as follows:

### ***Interim Housing Supplement***

The City owns a home at 10824 NE 116<sup>th</sup> Street, Kirkland, and is willing to rent the home to the City Manager, in a month-to-month tenancy, at the current market rent of \$1,995 per month. The City agrees to make the home available to the City Manager June 1, 2011. The City shall provide the City Manager with an interim housing supplement to a maximum of \$1,995 per month, to live within the City, for a period not exceed one year, or until such time as the City Manager sells his current home and purchases and closes on a home in Kirkland, whichever comes first. The interim housing supplement shall commence when the City Manager moves his residence to the City. If the City Manager provides a two week advance written notice that he has moved his residence to the City, the City Manager will receive the first monthly interim housing supplement payment on the City's next regular payroll date. If the City Manager has not purchased and closed on a home in Kirkland by the end of the one year interim housing supplement period, he may elect to continue to rent the City-owned property at 10824 NE 116<sup>th</sup> Street, Kirkland, at his own expense, in a month-to-month tenancy subject to any market based increase in the rental amount.

### ***Moving Expenses***

The City shall reimburse the City Manager for actual one-time moving expenses of up to \$5,000. Expenditures must be documented with receipts.

### ***Tax Liability***

The City Manager shall be responsible for the tax liability on the interim housing supplement and moving expenses.

2. All other terms and conditions of the Agreement approved June 15, 2010, shall remain the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

City of Kirkland

\_\_\_\_\_  
Kurt Triplett

\_\_\_\_\_  
Joan McBride, Mayor