



CITY OF KIRKLAND

City Attorney's Office
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MEMORANDUM

To: Mayor and City Council
From: Robin S. Jenkinson, City Attorney
Date: December 15, 2015
Subject: City Manager's Employment Agreement

RECOMMENDATION:

It is recommended that City Council consider the resolution approving the Second Amended and Restated Employment Agreement for City Manager Kurt Triplett.

BACKGROUND DISCUSSION:

Following the executive session conducted at the December 8, 2015, Council Meeting, Mayor Amy Walen requested that this office prepare an amendment to the City Manager's employment agreement, making a one-time lump sum benefit contribution to the City Manager's ICMA retirement plan account effective January 1, 2016. A resolution with a Second Amended and Restated Employment Agreement reflecting this amendment is attached. The resolution, if passed, would approve the Second Amended and Restated Employment Agreement and authorize the Mayor to sign.

RESOLUTION R-5178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY COUNCIL AND KURT TRIPLETT, ITS CITY MANAGER.

1 WHEREAS, after a formal recruitment and selection process, the
2 Kirkland City Council appointed Kurt Triplett as City Manager in 2010;
3 and
4

5 WHEREAS, during his tenure as City Manager, Kurt Triplett
6 helped guide the City through the annexation of Finn Hill, Juanita and
7 Kingsgate, as well as the "Great Recession," while maintaining the City's
8 AAA credit rating; and
9

10 WHEREAS, the City Manager has been instrumental in the
11 acquisition and development of the Cross Kirkland Corridor for the
12 residents of Kirkland and the continued implementation of the Cross
13 Kirkland Corridor Master Plan; and
14

15 WHEREAS, the City Manager is working to implement Kirkland
16 2035, the recently completed update of the City's master plans for
17 transportation, parks, and other vital services, including the
18 Comprehensive Land Use Plan and Zoning Code, to keep Kirkland a
19 livable, walkable, green and vibrant city; and
20

21 WHEREAS, the City Manager has continued to enhance the
22 provision of efficient, cost-effective services by City government; and
23

24 WHEREAS, the City Manager is implementing strategies to
25 position the City well for the expiration of the annexation sales tax credit
26 in 2021, including the redevelopment of ParkPlace and the Totem Lake
27 Malls; and
28

29 WHEREAS, the City Council entered into an employment
30 agreement with the City Manager as of June 28, 2010, which was
31 subsequently amended in January 2011 and November 2013; and
32

33 WHEREAS, based on a review of the City Manager's performance
34 during the period November 2014 through March 2015, the City Council
35 extended the duration of the City Manager's employment, increased his
36 compensation and entered into an Amended and Restated Employment
37 Agreement in April 2015; and
38

39 WHEREAS, following a review of the City Manager's performance
40 in November and December 2015, the Council desires to make a one-
41 time, lump sum benefit contribution to the City Manager's ICMA
42 retirement plan account; and

43 WHEREAS, the parties wish to enter into a Second Amended and
44 Restated Employment Agreement that will supersede all prior
45 negotiations, discussions or agreements.

46
47 NOW, THEREFORE, be it resolved by the City Council of the City
48 of Kirkland as follows:

49
50 Section 1. The Second Amended and Restated Employment
51 Agreement for the City Manager of the City of Kirkland, attached as
52 Exhibit "A" and incorporated by this reference, is approved by the
53 Kirkland City Council to be its agreement as to terms and conditions of
54 employment with Kurt Triplett as Kirkland City Manager.

55
56 Section 2. The Mayor is authorized to sign a Second Amended
57 and Restated Employment Agreement which is substantially similar to
58 that attached as Exhibit "A" on behalf of the City of Kirkland and its City
59 Council.

60
61 Passed by majority vote of the Kirkland City Council in open
62 meeting this ____ day of _____, 2016.

63
64 Signed in authentication thereof this ____ day of _____,
65 2016.

MAYOR

Attest:

City Clerk

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second 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.** Based on a review of the City Manager's performance during the period November 2014 through March 2015, the City Council extended the duration of the City Manager's employment, increased his compensation and entered into an Amended and Restated Employment Agreement in April 2015.
- D.** Following a review of the City Manager's performance in November and December 2015, the Council desires to make a one-time, lump sum benefit contribution to the City Manager's ICMA retirement plan account.
- E.** The parties wish to enter into a Second 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 Second Amended and Restated Employment Agreement is January 1, 2016. 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 the City.

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 2015 is \$186,468. In 2016 and subsequent years, the City Manager shall be eligible for and receive annual wage adjustments awarded to City employees in the Management and Confidential Employees ("MAC") group. In addition, the Council shall review the City Manager's salary in December 2016 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 20 days' vacation leave per year and shall be granted holidays, sick leave, and management leave as provided in Kirkland Municipal Code 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. There shall be no payment in lieu of vacation except as provided in Section 7, below. 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, 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. The City will reimburse the City Manager for the cost of an annual physical examination to the extent such cost is not covered by insurance, up to a maximum of \$1,500 per year or such amount as may be authorized in the biennial budget for members of 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.

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 an ICMA 401A retirement plan for the City

Manager's benefit, subject to and in accordance with the terms of the plan and Internal Revenue Code requirements. In addition, in 2016, the City shall make a one-time lump sum contribution of \$10,000 to the City Manager's ICMA 401A retirement plan account. 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 \$425 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 six months' salary; *provided* 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.

In the event the City Manager voluntarily resigns and gives at least 90 days' advance notice in writing, the City Manager shall be paid at separation for up to 240 hours of unused vacation, or such lesser amount as will avoid excess compensation liability to the City under applicable retirement laws.

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 Chapter 3.72 of the Kirkland Municipal Code 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, 2016, and shall continue in effect through December 31, 2020, 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, 2020, 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 _____, 2016.

Kurt Triplett, City Manager

Mayor

Attest:

City Clerk