



CITY OF KIRKLAND

City Attorney's Office

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MEMORANDUM

To: City Council

From: Robin S. Jenkinson, City Attorney

Date: November 8, 2013

Subject: Amendment to Employment Agreement

RESOLUTION APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT:

If the City Council wishes to authorize the Mayor to execute an amendment to the employment agreement with City Manager Kurt Triplett, then it is recommended that the Council approves the attached resolution. The proposed amendment to the employment agreement would remove the temporary residency waiver that was provided in the initial employment agreement and extend the duration of the agreement to December 31, 2018. The other terms and conditions in the employment agreement approved by the Council on June 15, 2010, would remain the same.

BACKGROUND DISCUSSION:

The City Manager's employment agreement provides for an initial five-year duration through June 30, 2015. The agreement also provides that the residency requirement in Chapter 35A.13 RCW is waived for the same duration. The City Manager moved his residence to the City in 2011, so there is no longer a need for the residency waiver. The amendment extends the duration of the employment agreement until December 31, 2018.

Attachment A: Employment Agreement

EMPLOYMENT AGREEMENT

This 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.

1. Agreement and Effective Date

The effective date of this Agreement is June 28, 2010. 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 agrees to temporarily waive the residency requirement, as provided under Chapter 35A.13 RCW, for the duration of this initial Agreement or until such time as the City Manager sells his current home, whichever occurs first; however, the City Manager shall exercise good faith efforts to move his residence to the City within two years following employment.

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 initial annual salary shall be \$174,000. The City Manager shall be eligible for and shall receive annual cost-of-living adjustments ("COLA") awarded to City employees in the Executive Management group. In addition, the Council shall review the City Manager's salary in December 2011 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 City's Management and Confidential ("MAC") employees is reduced, in which case the City Manager's salary may not be reduced by more than the MAC average reduction.

Notwithstanding any other terms of this Section 4, the City Manager's annual salary as set forth above shall be subject to the 3.4% temporary salary reduction currently in effect for the City's MAC employees. The City Manager's temporary salary

reduction shall expire when the temporary salary reduction expires for the City's MAC employees. In consideration for this temporary salary reduction the City Manager shall receive paid furlough days on the same terms as MAC employees.

5. Performance Appraisals

The Council and the City Manager shall meet semi-annually to 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

Upon employment, the City Manager shall be credited with an initial balance of 40 hours of vacation leave and 80 hours of sick leave. Thereafter, 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 Executive Management 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 3% 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.

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

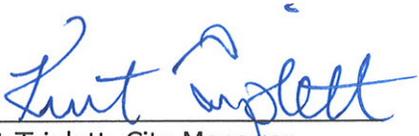
This Agreement is effective June 28, 2010, and shall continue in effect through June 30, 2015, absent prior termination. This Agreement will be automatically extended for additional one-year periods on the same terms and conditions, unless it is

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 January 1, 2015, or, in the event of automatic extension, before the applicable subsequent anniversary date); *provided* that Section 2 is not subject to automatic extension and shall not continue past June 30, 2015, absent specific agreement in writing.

11. Review

Either party may request review and/or renegotiation of any provision of 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 28th day of June, 2010.


Kurt Triplett, City Manager


Joan McBride, Mayor

Attest:


Kath Anderson
City Clerk

RESOLUTION R-5015

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.

WHEREAS, the City Council of the City of Kirkland has evaluated the City Manager's knowledge, experience, administrative skills and abilities during his tenure as City Manager and desires to extend his appointment in the position of City Manager; and

WHEREAS, the City Manager moved his residence to the City in 2011 and there is no longer any need for a temporary waiver of the residency requirement as provided in RCW 35A.13.050;

NOW, THEREFORE, 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 _____, 2013.

Signed in authentication thereof this ____ day of _____, 2013.

MAYOR

Attest:

City Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment is entered into this ____ day of _____, 2013, 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.

The City Council of the City of Kirkland has evaluated the City Manager's knowledge, experience, administrative skills and abilities during his tenure as City Manager and desires to extend his appointment in the position of City Manager; and

The City Manager moved his residence to the City in 2011 and there is no longer any need for a temporary waiver of the residency requirement in RCW 35A.13.040.

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 read as follows:

2. Residence

The City Manager shall reside within the City.

2. Section 10 of the Agreement is amended to read as follows:

10. Duration.

This Agreement is effective June 28, 2010, and shall continue in effect through December 31, 2018, 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, 2018, or, in the event of automatic extension, before the applicable subsequent anniversary date).

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

DATED this _____ day of _____, 2013.

City of Kirkland

Kurt Triplett

Joan McBride, Mayor