

RESOLUTION R- 5461

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

WHEREAS, after a formal recruitment and selection process, the Kirkland City Council appointed Kurt Triplett as City Manager in June of 2010; and

WHEREAS, the City Manager has met the high expectations of the Council for the City Manager since his appointment; and

WHEREAS, the City Manager successfully led the City through one of the most challenging years in its history, including the COVID-19 pandemic, social unrest, economic disruptions and budget challenges; and

WHEREAS, Kirkland was the first community in the United States required to respond decisively and comprehensively to the now-global COVID-19 pandemic, beginning with the City Manager's proclamation of emergency and activation of the City's emergency operations center on February 29, 2020, which pandemic emergency unfortunately remains ongoing; and

WHEREAS, following the tragic killing of George Floyd by Minneapolis police officers on May 25, 2020, dozens of protests, marches and rallies occurred in Kirkland, calling for greater police accountability and an end to structural racism in the United States, resulting in a thoughtful and systematic response from the City Manager leading to the adoption by the Council of Resolution R-5434 and many budget, listening and programmatic responses thereto, which are continuing; and

WHEREAS, the 2021-2022 biennial budget proposed by the City Manager and adopted by the Council includes a number of programmatic initiatives and funding built around the theme of "investing in a more equitable, safe and resilient Kirkland" in response to national events and Council priorities; and

WHEREAS, the City Manager successfully addressed several executive staff transitions in 2020; and

WHEREAS, the City Manager continued his regional leadership in 2020, including as chair of the ARCH Board, chair of EPSCA and ESPCA representative on the PSERN joint board, helping lead to the adoption by all member cities and King County of the new PSERN Operator Interlocal Agreement for the new regional emergency radio communications network which is expected to be operational by the end of 2022; and

WHEREAS, the City Manager's leadership and vision continued to support many other important City efforts, including with respect to NORCOM and eCityGov Alliance, the successful passage of the Fire and Medical Services ballot measure in 2020, and early implementation of the successful Enhanced Police Services and Community Services ballot measure passed in 2019; and

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

WHEREAS, the Council entered into an Amended and Restated Employment Agreement with the City Manager on April 7, 2015; and

WHEREAS, the Council entered into a Second Amended and Restated Employment Agreement with the City Manager on January 14, 2016; and

WHEREAS, the Council entered into a Third Amended and Restated Employment Agreement with the City Manager on January 11, 2017; and

WHEREAS, the Council entered into a Fourth Amended and Restated Employment Agreement with the City Manager on January 16, 2018; and

WHEREAS, the Council entered into a Fifth Amended and Restated Employment Agreement with the City Manager on January 15, 2019; and

WHEREAS, the Council entered into a Sixth Amended and Restated Employment Agreement with the City Manager on February 4, 2020; and

WHEREAS, following a review of the City Manager's performance in December 2020, the Council and City Manager desire to modify such agreement in certain respects reflecting the Council's continued confidence in and support of the City Manager; and

WHEREAS, the parties therefore wish to enter into a Seventh Amended and Restated Employment Agreement for such purpose that will supersede all prior negotiations, discussions or agreements.

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

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

Section 2. The Mayor is authorized to sign a Seventh Amended and Restated 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 _____, 2021.

Signed in authentication thereof this ____ day of _____, 2021.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Seventh 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.** The parties thereafter entered into an Amended and Restated Employment Agreement on April 7, 2015.
- D.** The parties thereafter entered into a Second Amended and Restated Employment Agreement, as of January 14, 2016.
- E.** The parties thereafter entered into a Third Amended and Restated Employment Agreement, as of January 11, 2017.
- F.** The parties thereafter entered into a Fourth Amended and Restated Employment Agreement, as of January 16, 2018.
- G.** The parties thereafter entered into a Fifth Amended and Restated Employment Agreement as of January 15, 2019.
- H.** The parties thereafter entered into a Sixth Amended and Restated Employment Agreement as of February 4, 2020.
- I.** Following a review of the City Manager's performance in December 2020, the Council and City Manager desire to make certain changes to such agreement retroactive to January 1, 2021.
- J.** The parties therefore wish to enter into this Seventh 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 Seventh Amended and Restated Employment Agreement is January 1, 2021. 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 Kirkland.

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 2021 is \$252,500. In 2022 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 2021 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 of 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.

In recognition of the extraordinary additional work time required by the City Manager during 2020 resulting from COVID-19, social unrest, economic disruptions and budget challenges, the Council hereby grants the City Manager forty (40) additional hours of management leave for use or payment in 2021 in accordance with the general provisions of KMC 3.80.115 and Ordinance O-4744.

Benefits and Insurance

The City Manager will be provided medical, dental, vision, 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.

Retirement

In lieu of federal Social Security contributions, equivalent employer and employee contributions shall be made to the Municipal Employees Benefit Trust ("MEBT").

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 (1) an amount equal to six percent of base salary and (2) an additional cash contribution of \$5,000 to an ICMA 401A or 457 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 nine (9) months' salary; *provided, however*, 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, 2021, and shall continue in effect through December 31, 2024, 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, 2023, 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 February, 2021.

Kurt Triplett, City Manager

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk