

**Memorandum of Understanding  
to the Agreement by and between City of Kirkland and  
Kirkland Police Guild Commissioned Staff**

**Lateral Hiring Incentive  
2023-2025**

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This Memorandum of Understanding (MOU) is entered into to document the mutual agreement between the City of Kirkland, Washington (“City” or “Employer”) and the Kirkland Police Guild – Commissioned Staff (“Guild”). This MOU is supplemental to the parties’ 2023-2025 Collective Bargaining Agreement (“CBA”).

1. The parties mutually recognize the importance of having a competitive stance in the current law enforcement labor market in order to attract lateral Police Officer applicants. Police Administration also desires to implement measures to assist in retaining current Officers. The Employer will implement a program to assist in achieving both of these objectives and to recognize the efforts of employees who refer friends and associates to consider employment opportunities with the Kirkland Police Department. The Employer will implement a Lateral Police Officer Hiring Bonus program comprised of two components.
2. First, the City will pay a new Lateral employee a hiring bonus totaling \$25,000, to be paid in three installments as follows and as more specifically detailed in the attached Repayment Agreement:
  - a. \$5,000 to be paid on the first paycheck following the lateral officer’s hire;
  - b. \$10,000 to be paid after the officer’s successful completion of the field training program; and
  - c. \$10,000 to be paid after the officer’s successful completion of the probationary period.
3. If the Lateral employee voluntarily leaves employment or is terminated for cause before working three full years for the City, the Lateral employee must repay the Hiring Bonus. The terms and conditions are set forth in the attached “City of Kirkland Police Department Lateral Police Officer Hiring Bonus Repayment Agreement,” which the Lateral employee will be required to execute in order to receive the Hiring Bonus.
4. Second, for each Lateral Police Officer hired during the calendar year, the Employer will fund a retention incentive account with \$100 dollars for every qualifying member of the Guild. The account total will be distributed at the beginning of the following year to eligible Commissioned employees. To be eligible to receive an equal share of this retention incentive), an employee must have completed at least five (5) years of employment and be a KPD Commissioned Officer as of December 31<sup>st</sup> of that calendar year.
  - a. Example: KPD hires two lateral hires in 2023. The retention incentive account is funded with \$200 per member of the Guild. This total amount will be distributed as noted above for those currently employed as of December 31, 2023 and who have completed five years of employment.
  - b. In the event a Lateral Hire voluntarily leaves employment or is terminated for cause and is required to repay a portion of the hiring bonus, the Employer will still, in good

faith, fund the retention incentive account for the full amount and distribute the funds to eligible employees on one of the January paychecks.

5. Lateral Police Officer means entry into the Police Department by a new hire already trained and experienced in law enforcement at the Police Officer level. The lateral hire must have successfully completed a Police Basic Training Academy curriculum that meets Washington Administrative Code (WAC) 139-05-210 requirements and is recognized by the Washington State Criminal Justice Training Commission in their reciprocity summary. They must have a minimum of 12 months full-time service (current employment preferred) as a sworn municipal, county, or state patrol Officer. The 12-month requirement starts upon graduation of an academy and subsequent certification. The Officer must be able to obtain a valid Washington State Driver's License by time of hire.
6. This is a pilot program, and the City reserves the right to discontinue or continue the Lateral Police Officer Hiring Bonus program at the conclusion of the 2023-2025 CBA.
7. The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.
8. Any dispute and/or conflict as to the meaning, application, and/or interpretation of any portion of this MOU shall be resolved through the grievance - arbitration provisions of the CBA.
9. This MOU may be executed in counterparts and, when signed by all parties, shall be binding upon the parties. Transmission of this MOU by email showing a parties' original signature shall be considered an original signature and shall be binding upon the signatory.
10. This MOU is effective immediately upon signature by all representatives, with the terms applicable retroactive to the effective date of the parties' 2023-2025 CBA, and it shall continue in effect for the duration of the 2023-2025 CBA.
11. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures of the applicable parties below.

**CITY OF KIRKLAND**

*Kurt Triplett*  
Kurt Triplett (Sep 25, 2023 09:16 PDT)  
Kurt Triplett, City Manager  
Date Sep 25, 2023

**KIRKLAND POLICE GUILD  
COMMISSIONED STAFF**

*Brian Frankeberger*  
Brian Frankeberger (Sep 19, 2023 16:45 PDT)  
Brian Frankeberger, Guild President  
Date Sep 19, 2023

**APPROVED AS NEGOTIATED**

*Truc Dever*  
Truc Dever (Sep 19, 2023 16:14 PDT)  
Human Resources Director

**APPROVED AS TO FORM**

*Darcey Eilers*  
Darcey Eilers (Sep 19, 2023 16:15 PDT)  
Sr. Assistant City Attorney

**City of Kirkland Police Department  
Lateral Police Officer - Hiring Bonus Repayment Agreement**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Kirkland (City) and \_\_\_\_\_, a lateral law enforcement officer (“Lateral”).

WHEREAS, the Lateral has been offered a position with the City in the Police Department (“Department”) as a Police Officer; and who meets the City requirements for a Lateral Police Officer

WHEREAS, the City offers a Lateral Police Officer Hiring Bonus (“Hiring Bonus”) as an incentive for experienced law enforcement officers to accept employment at the City and remain satisfactorily employed in the Department for at least three full years; and

WHEREAS, Lateral acknowledges that they meet the City requirements for a lateral corrections officer and has been offered the Hiring Bonus; and

WHEREAS, Lateral wishes to accept the Hiring Bonus offered by the City and acknowledges that acceptance of the Hiring Bonus is voluntary and is not a condition of employment with the City.

THEREFORE, the City and Lateral agree to the following terms:

1. The City will pay Lateral the following hiring bonus:
  - a) \$5,000.00 will be paid on the first paycheck following the Lateral’s hire.
  - b) \$10,000 will be paid upon the Lateral’s successful completion of the field training program, with payment included in the first or second paycheck following completion of the FTP.
  - c) \$10,000 will be paid upon Lateral’s successful completion of the probationary period, with payment included in the first or second paycheck following completion of probation.
2. The City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by law. Taxes will be withheld from the Hiring Bonus as bonus earnings, and the Hiring Bonus will be reported to the Internal Revenue Service as income on Lateral’s Form W-2.
3. If Lateral voluntarily separates from employment with the Department or is terminated for cause prior to the fourth anniversary of Lateral’s hire date, Lateral will repay a prorated amount of the Hiring Bonus back to the City according to the following schedule:

Date of Separation	Repayment Amount
<1 year from date of hire	100% of the amount paid
1 year to < 2 years from date of hire	67% of the amount paid
2 years to < 3 years from date of hire	33% of the amount paid

4. Should repayment be required for any reason, Lateral agrees that their final paycheck will be reduced by the final prorated amount owed under this Agreement. Lateral further agrees a portion of the amount owed under this Agreement may be deducted from wages in a pay period other than the final pay period, if notice of separation occurs with sufficient time for repayment to be made through such a deduction of wages and the final paycheck may not

be sufficient to cover the balance owed. If the final paycheck is insufficient to cover any balance owed, Lateral acknowledges that they are responsible for repayment of the remaining balance owed to the City.

5. If Lateral's voluntary resignation of employment is for reasons beyond Lateral's control (e.g., injury or illness), the Department may in its sole discretion waive all or part of the liability owed by Lateral. Any such waiver must be approved in writing by the Chief of Police, the Human Resources Director, and the City Manager.

**Agreed to and Accepted:**

CITY OF KIRKLAND

LATERAL HIRE

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Name:

Date \_\_\_\_\_

Date \_\_\_\_\_