

**Memorandum of Understanding
To the Agreement by and between
the City of Kirkland
and
Kirkland Police Guild
representing
COMMISSIONED STAFF**

Proximity Housing and Electric Take-Home Vehicle

This Memorandum of Understanding (“MOU”) is supplemental to the Collective Bargaining Agreement (“CBA”) by and between the City of Kirkland, Washington (“Employer”) and the Kirkland Police Guild, representing COMMISSIONED STAFF (“Guild”).

Background and Purpose

1. The purpose of this MOU is to continue the electric take home vehicle program and proximity housing premium for all bargaining unit members, except for the K-9 handler and Motorcycle Officers, during the term of this MOU. These programs will be continued with minor modifications to address items that came up in the prior MOU period.
2. City procured the electric take-home vehicles through a three-year lease that begins on July 1, 2026, and ends on June 30, 2029. At the end of 2028, the program will be evaluated to determine if it continues to provide sufficient benefit to employees and the City of Kirkland. The MOU is subject to expiration, unless this MOU and program are explicitly extended or replaced by a mutual written agreement of both parties. Specifically, this MOU and the electric take-home vehicle program will expire on June 30, 2029, corresponding with the end of the three-year lease term.

Definitions

1. Proximity City – means a location within the city limits of the City of Kirkland or an adjoining city (specifically Bellevue, Bothell, Kenmore, Redmond, and Woodinville) or within 10 miles of the Kirkland Justice Center as determined by the City’s Geographic Information Systems (GIS) mapping.
2. Electric Take-Home Vehicle – A City-provided electric vehicle provided to bargaining unit members for commuting purposes.
3. Department Issued Take-Home Vehicles – Department-provided take-home vehicles provided to certain personnel for their use within their job assignments to facilitate a prompt response to critical incidents within the City of Kirkland. These vehicles are equipped with lights and sirens. Use and assignment of these vehicles is governed by Department policy.

Terms and Conditions

In consideration of the terms and conditions below, the parties have agreed to the following:

A. Program Details

1. Proximity Housing Premium:

- a. Beginning July 1, 2026, all bargaining unit members who live in a Proximity City will receive a \$500.00 per month proximity housing premium on their paychecks while they live in a Proximity City.
- b. The proximity housing premium will cease being paid upon expiration of this MOU.

2. Electric Take-Home Vehicle:

- a. Beginning July 1, 2026, all bargaining unit members, except those members who live within a Proximity City and those members who receive a Department Issued Take-Home Vehicle, will receive an electric take-home vehicle for commuting purposes.
- b. Electric take-home vehicles will remain the property of the Employer but will be assigned to members per this MOU. Assignment of a specific vehicle is neither a privilege nor a right of any member. The City reserves the right to exchange assigned vehicles as reasonably necessary in order to maintain the integrity of lease terms. Employees are expected to keep their cars clean, but the City will work with the Guild in the event that assigned vehicles are exchanged and one is in need of significant cleaning.
- c. Bargaining unit members assigned an electric take-home vehicle shall have the responsibility of ensuring the vehicle is sufficiently charged to commute to and from work. The Employer will be unable to provide sufficient charging capacity at the Kirkland Justice Center to charge each vehicle. The Employer will provide to each member assigned a City-provided electric take-home vehicle a one-time reimbursement up to \$500 towards the cost of installing charging equipment at the member's residence. Members must provide the Employer sufficient documentation of expenses incurred to receive reimbursement.
- d. Upon expiration of this MOU or upon any other circumstances requiring return or surrender of the vehicle, the member must return the vehicle to the Employer on the date specified by the Employer.

3. Personal Electric Vehicle Premium:

- a. Those bargaining unit members who would be eligible for an electric take-home vehicle under the provision of this MOU who can show the Employer proof of a privately owned or leased fully electric vehicle that they currently use for commuting may elect to receive a \$500.00 per month electric vehicle premium in lieu of an Employer provided electric take-home vehicle for as long as the member continues to use a private fully electric vehicle to commute to work.
- b. The private electric vehicle premium will cease being paid upon expiration of this MOU.

4. *Members Utilizing a Department Issued Take-Home Vehicle:*

- a. Any bargaining unit member who is assigned to the K9 Unit or the Traffic Unit as a motorcycle officer is already provided a Department-issued take-home vehicle and, as such, they will not receive an electric take-home vehicle or electric vehicle premium until the time that the bargaining unit member is transferred out of those units. When a member is later assigned to the K9 Unit or the Traffic Unit as a motorcycle officer, they will no longer be provided an electric take-home vehicle. As provided by existing policy, motorcycle officers will be provided access to a traffic vehicle with supervisor approval on inclement weather days when they are not permitted to ride their department motorcycles home per policy.
- b. Any bargaining unit member who is assigned to the Investigation Unit will be eligible for either the proximity housing premium or an electric take-home vehicle in accordance with this MOU. When those members are on-call as defined in the CBA, they will continue to have access to an official Department issued take-home vehicle to ensure their ability to respond to emergency incidents.
- c. Existing policy language found in the Department's Vehicle Use Policy will continue to be applicable to all official Department issued take-home vehicles and those members using Department issued take-home vehicles will be considered "on duty" for the purposes of L&I and state collision reports.

5. *Use and Maintenance of City-Provided Electric Take-Home Vehicle:*

- a. Electric take-home vehicles are provided for the express purpose of commuting to and from work.
- b. Bargaining unit members assigned an electric take-home vehicle may use this vehicle to conduct essential errands, such as transporting family members, attending medical appointments, or picking up groceries or prescriptions while on the way to or from work, as long as the stops do not deviate significantly

from the normal route or distance to and from work. Use of the vehicle outside of these parameters are prohibited.

- c. Unauthorized uses of City-provided electric take-home vehicles include but are not limited to:
 - i. Any personal commercial business.
 - ii. Any personal business outside of essential errands as outlined above.
 - iii. Any use on non-workdays.
 - iv. Loans to immediate family, friends, relatives, or any other non-departmental person.
 - v. Any form of illegal activity.
 - vi. Political campaigns, including the use of the vehicle in parades or any other form of political sponsorship of a candidate.
 - vii. Any other uses prohibited by City policy.
- d. Any bargaining unit member receiving an electric take-home vehicle must comply with City policies regarding City-owned vehicles, except as such requirements are explicitly exempted by this MOU. The City's vehicle use policies will be updated to address lease provisions and to include provisions similar to those contained in KPD Policy 703 regarding vehicle use.
- e. The City will not be providing maintenance services for the City-provided electric take-home vehicles. However, the City will receive, as part of the leasing arrangement, maintenance packages for the vehicles. Members are responsible for ensuring timely scheduled maintenance of their assigned vehicle so that they are properly maintained consistent with the lease maintenance provisions and for otherwise facilitating overall maintenance of their assigned vehicles.
- f. The City will not be providing roadside assistance services for the City-provided electric take-home vehicles. However, the City will receive, as part of the leasing arrangement, roadside assistance services for vehicles to provide a bargaining unit member assistance in the event of a flat tire, dead battery, key locked in the vehicle, need for towing, or similar issue. If for some reason such a service is not included with the lease and/or in the event an incident occurs not timely covered by the roadside assistance service, the bargaining unit member is responsible for resolving the incident.
- g. The member shall be responsible for any and all costs or fees associated with replacing lost or stolen keys.

6. *Insurance:*

- a. The Employer shall maintain automobile liability coverage on the electric take-home vehicle consistent with other City-owned vehicles.
- b. Although the member is off-duty while using their City-provided electric take-home vehicle, the Employer agrees through this MOU that when a member driving their assigned City-provided electric vehicle while off-duty is at fault in a collision, the Employer will provide liability coverage for the member (which includes defense and indemnification), except that such coverage is excluded for members where the liability, defense costs, judgments, fines, or damages arise out of any intentional or criminal acts by the member.
- c. If the bargaining unit member is involved in a traffic collision that is found to be their fault or "preventable" per KPD policy or otherwise incurs damage to the electric take-home vehicle, the bargaining unit member shall be responsible for 50% of the insurance deductible paid by the Employer, but in any event not to exceed \$500.

7. Collision, Damage, or Misuse:

- a. If a bargaining unit member is involved in a traffic collision or otherwise incurs damage to the electric take-home vehicle, the involved employee shall promptly notify an on-duty supervisor and follow those steps as outlined in the Department's Traffic Collision Reporting Policy. Any collisions resulting from the use of an electric take-home vehicle will not be considered "on duty" for the purposes of L&I and state collision reports.
- b. Any damage to an electric take home-vehicle that was not caused by a traffic collision shall be immediately reported and documented in memorandum format and forwarded to the employee's assigned supervisor.
- c. In the event of a collision, damage, or suspected vehicle abuse or misuse, an administrative investigation will be conducted. If it is determined that there was any vehicle misuse or abuse or that any collision or damage was a result of negligent, reckless, or intentionally tortious conduct or operation, appropriate disciplinary action may result, and the member may lose access to the City-provided electric take-home vehicle.
- d. Any fines or citations associated with the vehicle will be the responsibility of the member operating or assigned the electric take-home vehicle (e.g. automatic camera enforcement, HOT lane fines, parking regulations, etc.).

8. Tax Implications:

- a. The proximity housing premium and personal electric vehicle premium are considered taxable income by the IRS.

- b. The City-provided electric take-home vehicle benefit provided by this MOU may be considered a taxable fringe benefit or other taxable income by the IRS. Current IRS guidelines – in Publication 15-B (2026) – indicate that the value of a fringe benefit is its fair market value and, for 2026, the fair market value of an employer-provided vehicle is the amount the employee would have to pay a third-party to lease the same/similar vehicle on same/comparable terms in the geographic area where the employee uses the vehicle.
- c. Items and amounts determined to meet IRS guidelines for taxable income or taxable benefits will be included on the employee's year-end W-2 form.

9. *Changes in Circumstance:*

- a. The parties will meet to find a reasonable solution to any changes in an employee's circumstances not specifically contemplated by this MOU regarding the proximity housing premium, the personal electric vehicle premium, or the provision of a City-provided electric take-home vehicle.
- b. For any change in circumstances resulting in the employee being paid a premium, the member must provide the Employer with at least two weeks' notice of their changed circumstances (e.g. new residency, notice of intent to commute in a personal electric vehicle, etc.) for the member to then receive the premium payment on their next regular paycheck.
- c. If a member subsequently becomes eligible to receive an electric take-home vehicle, the Employer will provide an electric take-home vehicle within a reasonable time, factoring in leasing efforts and vehicle acquisition. If an electric take-home vehicle is not available when a member becomes eligible to receive one and the member gave the Employer at least 30 days' notice of the change in circumstances, then the member will receive a substitution payment of \$250 per pay period until the Employer provides an electric take-home vehicle.
- d. If a member subsequently becomes ineligible to receive an electric take-home vehicle, the member must promptly return the vehicle to the Employer.
- e. If a member is on Leave Without Pay (LWOP) in excess of thirty (30) days, the member must return any assigned City-issued vehicle to the Employer and will no longer receive any proximity housing premium or in-lieu electric vehicle premium until the first month after they return to paid status. If a member is approved for LWOP for less than 30 days, the Chief or designee will indicate whether the City-issued vehicle must be returned to the Employer. If a member is on paid leave in excess of thirty (30) days, the member must return any assigned City-issued vehicle to the Employer; any proximity housing premium or in-lieu electric vehicle premium will continue. The Chief or their designee reserves the right to have a member return their

City-issued vehicle to the Employer if a member is placed on Administrative Leave.

- f. If a member separates from employment with the City during the first pay period of any month, the proximity stipend or in-lieu electric vehicle premium the member receives will be \$250 for that month.

g. Specific Scenarios:

- i. Any member who moves into a Proximity City after July 1, 2026 will receive the proximity housing premium on their regular paycheck starting the first month following their residency in the Proximity City or after timely notice. Upon relocating to a Proximity City, the member will no longer be eligible to receive an electric take-home vehicle because they will be receiving the proximity housing premium.
- ii. For any member receiving the proximity housing premium who then moves out of a Proximity City, the proximity housing premium will cease following their residency in the new location. The member must notify the Employer in writing within 14 days of their new address, and the member will then be eligible to receive an electric take-home vehicle.
- iii. If a member receiving the personal electric vehicle premium ceases using their private fully electric vehicle for commuting to work, the member must notify the Employer within 14 days, and the \$500 per month premium will cease. The member will again be eligible to receive an electric take-home vehicle.
- iv. If a member assigned an electric take-home vehicle subsequently acquires a privately owned or leased fully electric vehicle to use for commuting to work, the member may then elect to return their Employer provided electric take-home vehicle and instead receive the personal electric vehicle premium for as long as the member continues to use the private fully electric vehicle to commute to work. A member will receive the personal electric vehicle premium starting the first month after providing the Employer proof of the privately owned or leased fully electric vehicle that they will use for commuting.

B. General Provisions

- 1. 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 provisions of the CBA.

2. 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 the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.
3. This MOU is effective immediately upon signature by all representatives, and the parties acknowledge and agree to the terms and conditions set forth in the MOU as evidenced by the signature of the applicable parties below:

City of Kirkland

By: _____

Kurt Triplett, City Manager

Date: _____

7/20/26

Kirkland Police Guild Support Staff

By: _____

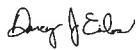
Brian Frankeberger

Brian Frankeberger (Jul 17, 2026 17:14:28 PDT)

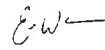
Brian Frankeberger, President

Date: _____

07/17/2026



APPROVED AS TO FORM
City Attorney



LABOR RELATIONS REVIEW
Human Resources Director