

Item # 5-SB

**City of Carson City
Agenda Report**

Date Submitted: 10/09/07

Agenda Date Requested: 10/18/07

Time Requested: Consent

To: Board of Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to approve a revised employment agreement between Carson City and City Manager Linda Ritter.

Staff Summary: Per direction from the Board, this revised agreement includes a provision that the City Manager must reside within Carson City and language that addresses a code of professional conduct.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: Move to approve a revised employment agreement between Carson City and City Manager Linda Ritter.

Explanation for Recommended Board Action: This is follow up to direction from the Board.

Applicable Statue, Code, Policy, Rule or Regulation:

Fiscal Impact: n/a

Explanation of Impact: n/a

Funding Source: n/a

Alternatives: Do not approve

Supporting Material: Amended Agreement - Red Line Version

Prepared By: Linda Ritter

Reviewed By: _____

(Department Head)

[Signature]

(City Manager)

[Signature]

(District Attorney)

(Finance Director)

Date: _____

Date: 10-9-07

Date: 10-9-07

Date: _____

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st of April, 2005, by and between **CARSON CITY**, a consolidated municipality of the State of Nevada, hereinafter called "**Employer**" or "**City**", and **LINDA P. RITTER**, hereinafter called the "**Employee**", or "**City Manager**" both of whom understand and agree to the following provisions:

1. EMPLOYMENT

Employer hereby agrees to employ said LINDA RITTER as Carson City Manager to report to the Board of Supervisors and to perform the duties specified herein and other duties, as the Board of Supervisors shall from time to time assign.

2. POWERS AND DUTIES

The City Manager shall be the administrative head of the Consolidated Municipality of Carson City under the direction and control of the Carson City Board of Supervisors except where otherwise provided in the Nevada Revised Statutes, Carson City Charter, or the Carson City Municipal Code. The Employee shall be responsible for the efficient administration of all of the affairs of the City which are under her control. In addition to her general powers as administrative head and not as a limitation thereon, it shall be her duty and she shall have the power and duty to perform the following:

a. Enforcement

To see that the laws of the State of Nevada and all laws and ordinances of Carson City are duly enforced and that all franchises, permits, leases, agreements, contracts, and privileges granted or entered into by the City are faithfully observed.

b. Departments and Employees

To control, order, give direction to, appoint, promote, discipline, and demote or remove all heads of departments and/or subordinate officers and employees of the city. To organize, reorganize, consolidate or combine offices, positions, departments or other units under her jurisdiction as permitted by state law.

c. Control and Supervision

To exercise control over and to supervise, in general, all departments and divisions of city government and all appointed officers and employees within those departments and divisions under her jurisdiction.

d. Agenda Preparation

To prepare agendas for all Board of Supervisors meetings, and compile appropriate reports and recommendations as deemed necessary.

e. Attend Meetings

To attend all meetings of the Board of Supervisors unless excused by the Mayor or a majority of the Board of Supervisors.

f. Recommendations

To recommend to the Board of Supervisors for adoption of such measure, resolutions and ordinances as deemed necessary.

g. Inform and Advise

To keep the Board of Supervisors at all times fully advised as to the operational, financial and general condition and needs of the city.

h. Annual Budget

To timely prepare and submit to the Board of Supervisors and State of Nevada the annual budget and to administer it after adoption.

i. Salary Plan

To prepare and recommend to the Board of Supervisors, a salary plan for classified and unclassified employees and appropriate revisions to the personnel ordinance.

j. Investigation of Affairs

To make investigations into the affairs of the city and any department or division thereof and any contract, or the proper performance of any obligation running to the city.

k. Investigation of Complaints

To investigate all complaints in relation to matters concerning the administration of the government of the city and in regard to the service maintained by public utilities in the city, and to see that all franchises, permits, leases, agreements, contracts and privileges granted by the city are faithfully observed.

l. Supervision of Public Property

To exercise general supervision over all public buildings, public parks, streets and other public property (personal and real) which are under the control and jurisdiction of the Board of Supervisors.

m. Full Time Duties

To be in the exclusive employment of the City and to devote her entire time to the duties set forth in this agreement and the interests of the city.

n. Reports and Recommendations

To make reports and recommendations as may be desirable or requested by the Board of Supervisors.

o. Other Powers and Duties

To perform such other duties and exercise such other powers as may be delegated to her from time to time by the Board of Supervisors.

3. RESIDENCY

The City Manager shall maintain a residence within the boundaries of the Consolidated Municipality of Carson City.

4. CONDUCT

The City Manager shall maintain the highest level of personal conduct in the course of fulfilling their public duties, and shall, at no time, engage in activity deemed to be offensive, dishonest, or disreputable.

5.3. ABSENCE

In the case of absence of the City Manager, she shall appoint some duly qualified person to perform her duties during the period of absence. In case of the disability of the City Manager, the Board of Supervisors shall appoint some duly qualified person to perform the duties of the City Manager during the period of any such disability.

4. TERM OF AGREEMENT

The City Manager is an at-will employee and shall serve at the pleasure of the Board of Supervisors in accordance with Nevada Law. The term of this Agreement is four (4) years, from May 1, 2005 to April 30, 2009, unless the contract is terminated by the Employer or the Employee resigns. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Supervisors to terminate the services of the Employee at any time for any reason or for no reason at all, subject to the provisions set forth in this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in this Agreement. Not more than six months before the end of this Agreement, Employee may submit a written proposal to Employer for the extension of the provisions of this Agreement and / or revision of the provisions of this Agreement and in that event, the parties shall enter into good faith negotiations with respect to such proposal. Employer shall advise Employee whether or not the provisions of this Agreement will be extended or revised either as a result of such negotiations or, if no proposal is submitted by Employee, on such terms as Employer may determine to be appropriate. Nothing contained herein shall be construed to require Employer to revise or extend this Agreement.

5. TERMINATION AND SEVERANCE PAY

- a. In the event Employee is terminated by the Employer and Employee is willing and able to perform her duties under this agreement, Employer agrees to pay Employee lump sum cash payment equal to six months aggregate salary as of the date of termination. Employer shall also continue to pay for Employee's COBRA health insurance benefit payments for six months following termination or until Employee secures other health insurance, whichever period is shorter. Employee shall also be paid for any accrued annual leave hours at her current base salary rate as of the date of termination.
- b. In the event the Employee is terminated for cause or for conviction of a felony or gross misdemeanor, Employer shall have no obligation to pay the aggregate severance sum designated in paragraphs 5(a) above except for payment of accrued annual leave hours.
- c. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee, without Employee's concurrence, in a greater percentage than applicable across-the-board reductions for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Board of Supervisors, that she resign, then, in that event Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such forced resignation or such refusal to comply within the meaning and context of the herein severance pay provision.
- d. In the event Employee voluntarily resigns her position with Employer before the expiration of the aforesaid term of her employment, then Employee shall give Employer at least 60 days notice in advance, unless the parties agree otherwise. If the Employee voluntarily resigns her position, the provisions of 5(a) will not apply except for the provisions for payment of accrued annual leave.
- e. Upon resignation or termination, Employee shall return all keys and City property to Employer within five (5) days after severance of employment. If all property is not returned within 5 days then Employer may institute a legal action against Employee for conversion.

f. If Employee is permanently and totally disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement. In the event of such termination, the provisions of paragraph 5(a) will apply.

6. SALARY, COMPENSATION, PERFORMANCE EVALUATION AND BENEFITS

Beginning the effective date of this agreement, Employer shall compensate Employee for services rendered pursuant to this agreement as set forth below.

- a. The Employee shall be paid a bi-weekly salary of \$ 4,615.38. In December of each year, during the annual performance evaluation of the Employee, the Employer may adjust the Employee's salary after the review and evaluation of the Employee's performance.
- c. Employee will be paid a \$3,600 per year automobile allowance in bi-weekly installments beginning with the first full pay period after the effective date of this agreement. The automobile allowance will be increased to \$3,600 per year beginning with the first pay period starting after July 1, 2005, \$3,900 per year beginning with the first pay period starting after July 1, 2006, , and \$4,200 per year beginning with the first pay period starting after July 1, 2007.
- d. Employer paid health and related life, disability and similar insurance benefits at the same level and type of coverage as applied to other unclassified appointed department heads.
- e. Public Employees Retirement System shall be paid 100% by the Employer.
- f. 1.45% of base salary shall be paid to Medicare by Employer.
- g. Workers compensation insurance premiums will be paid by the Employer at the required level.

7. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours.

8. LEAVE BENEFITS

Employee shall accrue, and have credited to her personal account annual leave at the rate of fourteen (14) hours per month (21 days/year) and sick leave shall accrue at the rate of 10 hours per month (15 days/year). Accrued sick and annual leave balances shall be carried forward from leave year to subsequent leave year without limitation. Employee shall receive a minimum of forty (40) hours of management leave per year or more as the Employer may approve. Unused management leave is lost if not used by the end of the fiscal year in which it is granted and Employee will not be compensated for unused management leave.

9. DUES AND CONTRIBUTIONS

Employer agrees to budget and to pay for reasonable professional dues and subscriptions of the Employee necessary for the continuation in associations and organizations necessary and desirable for continued professional growth and advancement. Employer reserves the right to review these expenses on a periodic basis to assure reasonableness.

10. PROFESSIONAL DEVELOPMENT

Employer agrees to budget for and to pay for reasonable travel and subsistence for Employee for professional and official travel to meetings and occasions to continue professional development of Employee including the annual conference and meeting of the International City Management Association. Employer reserves the right to review these expenses on a periodic basis to assure reasonableness.

11. GENERAL EXPENSES

Employer recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by Employee in conjunction with her responsibilities herein described, and shall continue to reimburse or to pay said general expenses in accordance with existing city policy for city employees. Employer reserves the right to review these expenses on a periodic basis to assure reasonableness.

12. INDEMNIFICATION

Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance and within the scope of Employee's duties as City Manager. The parties agree that the District Attorney's opinion on whether Employee was acting within the scope of employment will be binding. Employer will pay the amount of any settlement or judgment rendered thereon.

14. ATTORNEY'S FEES AND COURT COSTS; APPLICABLE LAW

If either the Employee or Employer is required to go to court to enforce the provisions of this Agreement then the prevailing party shall be entitled to reimbursement from the non-prevailing party for attorney's fees, litigation expenses and court costs. In the event of litigation, Nevada law shall control the interpretation and application of this Agreement.

15. GENERAL PROVISION

The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. This Agreement shall be interpreted under Nevada Law. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the consolidated municipality of Carson City has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year this Agreement is executed by the Mayor on behalf of the City.

EMPLOYEE

201 N Carson Street
Carson City, NV 89701

CITY

201 N. Carson Street
Carson City, NV 89701

Linda P. Ritter

Dated this 21st day of April, 2005

Marv Teixeira, Mayor

Dated this 21st day of April, 2005

Attest:

Approved as to form:

Alan Glover, Clerk/Recorder

Dated this 21st day of April, 2005

Melanie Bruketta, Deputy District Attorney

Dated this 21st day of April, 2005