

Item # 11C

**City of Carson City
Agenda Report**

Date Submitted: 8/25/2007

Agenda Date Requested: 9/6/2007

Time Requested: 15 Minutes

To: Board of Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to confirm the duties and authorities of the City Manager listed in the current job description and employment contract and discussion of any current job performance issues.

Staff Summary: The position of the City Manager works at the pleasure of the Board of Supervisors. As with any supervisor / employee relationship, a frank and honest discussion regarding duties, authorities and performance can be very beneficial for both parties.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes (XX) No

Recommended Board Action: I move to confirm the duties and authorities of the City Manager listed in the current job description and employment contract.

Explanation for Recommended Board Action: The action confirms that the current job description and employment agreement for the position of City Manager adequately reflects the expectations of the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Charter

Fiscal Impact: - n/a

Explanation of Impact: n/a

Funding Source: n/a

Alternatives: Do not approve, suggest changes and ask that a revised job description come back to the Board for approval.

Supporting Material: Carson City Charter, NRS, Job Description and Employment Contract

Reviewed By:

(Department Head)

(City Manager)

(District Attorney)

Date:

Date:

Date:

8/28/07

8-28-07

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)

Sec. 3.020 Manager: Appointment; duties; salary.

1. The Board may appoint a Manager who is the Chief Administrative Officer of the City. He is responsible for carrying out the policy of the Board. His duties and salary must be fixed by the Board.
2. The Manager may appoint such clerical personnel and create such administrative positions as he considers necessary, subject to the review and approval of the Board.

(Ch. 213, Stats. 1969 p. 301; A—Ch. 118, Stats. 1985 p. 476; Ch. 341, Stats. 1999 p. 1408)

COUNTY MANAGERS

NRS 244.125 Appointment; compensation; removal.

1. The county commissioners of any county are authorized to appoint a county manager and to fix the compensation for such county manager.
2. The county manager shall hold his office at the pleasure of the board of county commissioners, and may be removed from office by the board at any time.

[Part 1:221:1951]—(NRS A. 1957, 279; 1963, 518, 1296)

NRS 244.130 Qualifications.

1. The county manager shall possess such qualifications as the board of county commissioners may from time to time establish.
2. No person who is or has been an elected officer of the county shall be appointed county manager unless he has been out of office for at least 1 year prior to the date of his appointment.

[Part 1:221:1951]—(NRS A. 1957, 279)

NRS 244.135 Duties; employees and assistants.

1. The county manager shall perform such administrative functions of the county government as may be required of him by the board of county commissioners.
2. He may, with the approval of the board of county commissioners, appoint such assistants and other employees as are necessary to the proper functioning of his office. The salaries of such assistants and employees and other expenses of conducting the office of the county manager shall be fixed and determined by the county manager with the consent and approval of the board of county commissioners.

[2:221:1951]—(NRS A. 1957, 279)

CITY MANAGER**OVERALL SUMMARY**

Plans, organizes, directs, staffs, coordinates, budgets and controls the activities and operations of the City. Provides strategic leadership for City activities under his/her control. Coordinates City activities with other elected officials in accordance with direction provided by the Board of Supervisors. Engages in intergovernmental activities that promote the mutual interest of the jurisdictions and comply with legal and regulatory requirements. Provides complex administrative support to the Board of Supervisors and implements Board policies and decisions. Communicates with the public on matters affecting the City through public affairs initiatives, press conferences, conducting public meetings, and doing public appearances.

CORE SUCCESS FACTORS

Communication – effective oral, written, and responsive communication in individual and group settings when there is time for preparation or no preparation.

Interpersonal – individual and group leadership, initiative, negotiation skills, and sensitivity to others.

Self-Management – tolerance for stress, initiative, energy, tenacity, adaptability, range of interests, impact, integrity, and high performance standards.

Resource Management – Accountability, planning and organizing, delegation, control, fiscal management, development of subordinates.

Decision-Making Analysis – Leadership/Vision, opportunity insight, organizational awareness, extra-organizational awareness, financial analysis, and oral fact-finding.

Decision-Making Judgment – Risk taking, innovativeness, organizational awareness, extra-organization sensitivity, objectivity, decisiveness, organizational design.

EXAMPLES OF DUTIES

- Develop, plan and implement goals and objectives for the City; recommends changes in Board policies and independently develops specific procedures and practices that implement Board policy.
- Provide highly responsible administrative staff assistance to the Board of Supervisors; direct specific and comprehensive analyses of a wide range of city policies; update the Board of Supervisors on the status of various projects.
- Oversee the development of the annual City budget in accordance with City and Board of Supervisors directives; monitor monthly expenditures and report significant variances to the Board of Supervisors; develop alternate revenue sources for Board of Supervisors projects; oversee the implementation of Board of Supervisors goals and objectives.
- Develop the City's human resources to assure recruitment and retention of high quality employees, appropriate development of employees, and motivation of a workforce to deal fairly and productively with City residents.
- Continuously monitor and evaluate the efficiency and effectiveness of the City's organizational structure, staffing patterns, service levels and administrative systems; implement improvements.
- Serve as liaison between the City and other cities, counties, elected officials and outside agencies; explain and justify City programs, policies and activities; negotiate and resolve significant and controversial issues.
- Direct, oversee and participate in the development of the City's work plan; assign work projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Negotiate contracts and solutions involving a variety of administrative, fiscal and special projects; participate in the preparation of program or special project budgets.
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public administration.
- Respond to citizen inquiries and resolve difficult and sensitive complaints; assign departments to handle and resolve citizen complaints and concerns in a timely manner.
- Assure appointment of and accountability of City Risk Manager and Executive Director of the

Redevelopment Authority.

- Holds press conferences, conducts public meetings, make public appearances, organizes public information activities.
- Oversee community planning efforts including open space initiatives.
- Engage in urban transportation activities related to Metropolitan Planning Organization and urban transit planning.
- Perform related duties and responsibilities as required or assigned by the Board of Supervisors.

MINIMUM QUALIFICATIONS

Ability to lead and manage a complex public organization in an ethical manner within an open political environment. At a minimum this includes the abilities to:

- Plan, organize, direct and coordinate the work of a large, complex organization with a structure and management practices that maximize resource utilization and productivity within various legal and regulatory constraints.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Recruit, retain and motivate high quality employees with the appropriate skills and abilities that can respond to changing conditions and effectively and fairly to City resident.
- Allocate limited resources in a cost effective manner.
- Prepare and administer large and complex budgets.
- Evaluate and develop improvements in city operations, procedures, policies and methods.
- Select effective executive management staff.
- Conduct research and prepare clear and concise reports.
- Identify and respond to community and Board of Supervisors issues, concerns and needs.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations to assure compliance with requirements and limit liability for the City.
- Communicate clearly and concisely, both orally and in writing.
- Be truthful and diligent in executing the public trust.

Knowledge of a wide range of concepts, principles, and practices of organizational leadership and management in a complex organization that produces, supports, and provides a large number of unrelated services to the public. At a minimum this includes knowledge of:

- Organization and management practices as applied to the analysis and evaluation programs, policies and operational needs.
- Modern and complex principles and practices of program development and administration.
- Principles of human resource development and utilization.
- Advanced principles and practices of budget preparation and administration.
- Economic development programs and services.
- Modern methods of procurement, contract negotiation and administration.
- Funding practices of state and federal agencies; categorical grant conditions and administration.
- Principles of supervision, training and performance evaluation.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of ethics in government.

Ability to effectively communicate with, gain the cooperation of, and establish and maintain effective working relationships with a very wide variety individuals within and outside the City including members of federal, state, and local executive, legislative, and judicial bodies; representatives of large regional or national firms; representatives of the news media; presidents of labor organizations; residents; members of City Boards and Commissions; professional and technical staff. At a minimum, this includes the skills and ability to:

- Use effective expressions in group and individual situations.
- Use clear expression in good grammatical form
- Express to individuals and groups that the manager has heard and considered the information provided

- Consider the feelings and needs of others and be aware of the impact of one's own behavior on others
- Motivate others to achievement of common objectives
- Hold effective press conferences and public meetings.
- Promote a positive image of the City in public appearances.

Knowledge of the socio-political environment of northern Nevada. At a minimum, this includes knowledge of:

- The demographic characteristics of northern Nevada.
- The significant political and social roles in northern Nevada communities.
- The structures and organizations that promote collective action for northern Nevada communities
- The unique attributes of local and state government laws and operation that local government decision-making in Nevada.

Minimum qualifications: A combination equivalent to experience and education that would likely provide the required knowledge and abilities ordinarily gained through extensive breadth and depth of experience in leadership and management of a complex organization within a political environment. A typical way to qualify: Bachelor's degree from an accredited college or university with major course work in public administration, business administration or a related field and seven years of increasingly responsible managerial and leadership experience in a large, complex organization with an open political environment.

OTHER REQUIREMENTS AND CONDITIONS

The City Manager is an "at will" employee who serves at the pleasure of the Board of Supervisors. The position is exempt from the overtime provisions of the Fair Labor Standards Act and the City Manager is expected to work at nights, weekends, and as needed.

Resumes, letters of interest, applications and all related materials from candidates for this position are public documents. Successful candidates for this position are required to pass an extensive background and suitability investigation that will include references, previous employers, credit history, criminal record and other sources of information about the candidate. Successful candidates must consent to release the necessary information to the City or its representative as a condition of continued consideration. The person selected may be required to pass a drug test or other tests that assess the ability of person to meet the physical and mental requirements of the position. The City Manager may be required to complete an annual financial disclosure form under Nevada law.

Successful candidates for this position may be eligible for reimbursement of certain relocation expenses if the successful candidate is moving to Carson City from outside the area. Such reimbursement will only be available if the successful candidate establishes residence in Carson City.

Approved by BOS on January 16, 2003

AGREEMENT

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. 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 of 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

Linda P. Ritter

Dated this 21st day of April, 2005

CITY

201 N. Carson Street
Carson City, NV 89701

Mary 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

Carson City Organizational Chart

