

## **CONTRACT OF EMPLOYMENT OF SPARKS CITY MANAGER**

**THIS AGREEMENT** is made and entered into this March 15, 2019 by and between the **CITY OF SPARKS** ("CITY"), a municipal corporation formed under the laws of the State of Nevada, and Neil C. Krutz ("MANAGER") both of whom agree as follows:

### **WITNESSETH:**

**WHEREAS**, CITY desires to retain the services of Neil C. Krutz as City Manager for the City of Sparks, as provided in Section 1.080 of the Sparks City Charter;

**WHEREAS**, Mr. Krutz is an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics;

**WHEREAS**, it is the desire of the Sparks City Council to provide certain benefits, establish certain conditions of employment and set working conditions of the MANAGER;

**WHEREAS**, Mr. Krutz desires to be employed as the City Manager of the CITY; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1. Duties**

CITY agrees to employ MANAGER as the City Manager to perform the functions and duties as follows:

- A. Those duties and functions outlined in Section 3.020 of the Sparks City Charter;
- B. As the chief executive officer of the Employer, Manager, shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances, this Agreement, and as may be lawfully assigned by CITY and shall comply with all lawful governing body directives, state and federal law, CITY policies, rules and ordinances as they exist or may hereafter be amended;
- C. The MANAGER shall perform the duties of City Manager reasonable care, diligence, skill and expertise;
- D. All duties assigned to the MANAGER by the governing body shall be appropriate to and consistent with the professional role and responsibility of the MANAGER;
- E. The MANAGER cannot be reassigned from the position of City Manager to another position without the MANAGER's express written consent;

F. Those contained in the Job Description for the position of City Manager Exhibit A attached hereto and incorporated herein; and

G. Duties and functions of the Chief Administrative Officer of Redevelopment Agency 1 and 2.

## **Section 2. Salary and Longevity Pay**

CITY agrees to pay MANAGER for his services an annual base salary of \$ 223,100.80 a year beginning March 15, 2019. City Council may make such adjustment to this salary as agreed to with the MANAGER from time to time and as provided in Section 6 of this Agreement. Upon recommendation of the Mayor, CITY agrees to increase MANAGER's annual base salary by five (5) percent starting the first full pay period following September 15, 2019.

A. CITY agrees to pay MANAGER longevity pay in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) (net) in November no later than the Wednesday before Thanksgiving of each year this contract is in effect. Contract termination during the year prior to the payout date will receive a full longevity payout.

B. CITY will match One Hundred Percent (100%) of MANAGER's contribution to a deferred compensation program or up to the maximum contribution as limited by federal law.

C. CITY will pay One Hundred Percent (100%) of the MANAGER's contribution to the Public Employment Retirement System for the State of Nevada.

D. MANAGER will have the retirement rights of employees as provided by the Statutes of the State of Nevada; and

E. MANAGER shall not have use of City Vehicle.

F. CITY agrees to provide MANAGER an annual base salary Cost of Living Adjustment (COLA) equal to the amount allowed for in the then current "Management, Professional and Technical Employee Resolution". MANAGER retains the right to waive said adjustment at his sole discretion.

## **Section 3. Benefits**

MANAGER shall receive the following benefits:

### **A. GROUP HEALTH, DENTAL, LIFE, AND LONG-TERM DISABILITY INSURANCE**

1. ELIGIBILITY: MANAGER who is eligible for group health and long-term disability insurance may, after initial employment and following a thirty (30) day waiting period from the first day of the month following CITY employment, enroll in the CITY's group health insurance plan, which includes dental, vision, life insurance, and long-term disability insurance plan, provided such MANAGER is not excluded from enrollment by conditions of the insurance contract.

2. GROUP HEALTH PREMIUM

- a. CITY shall pay the entire premium for group health, dental, vision, and life insurance for MANGER and for the MANAGER's eligible dependents.
- b. The CITY shall pay One Hundred Percent (100%) of the total premium for the basic long-term disability plan offered by CITY. Additional premium for any "buy-up" to the plan is the MANAGER's responsibility:
  - i. Status While on Leave of Absence: MANAGER on Leave of Absence from the CITY may continue to carry the CITY Group Insurance Policy and long-term disability policy by making full premium payment in accordance with applicable federal regulations.
  - ii. Long-Term Disability Insurance Upon Separation from CITY Service: MANAGER who separates from CITY service may be eligible to convert the long-term disability coverage through the insurance company. The individual is responsible for One Hundred Percent (100%) of the premium cost and shall pay the premium directly to the insurance company.

B. PHYSICAL EXAMINATION

1. MANAGER may be required to have a complete medical examination conducted each calendar year. The medical examination shall be accomplished by a duly licensed medical doctor who shall be required to report to the MAYOR the MANAGER's fitness for duty.
2. MANAGER may choose the physician who is to perform the physical examination, or, at the MANAGER's option, the MANAGER may choose the Executive Physical Program offered by ARC Health and Wellness.
3. The physical examination shall consist of all those essential elements to determine the physical fitness of the individual.
4. The cost of such medical examinations shall be paid by the CITY up to the cost of the Executive Physical Program at ARC Health and Wellness. MANAGER selecting the option of a private physician to perform the medical examination shall be responsible for any costs above the amount paid by CITY under the Executive Physical Program.

C. HOLIDAYS

The MANAGER will receive the following paid legal holidays as follows:

New Year's Day	January 1
M. L. King Jr.'s Birthday	3 <sup>rd</sup> Monday in January

Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

And any other day that may be declared a holiday by the Mayor of the City of Sparks, the Governor of the State of Nevada or a national holiday by the President of the United States. Special Holidays granted by the President of the United States for Federal Employees under Executive Order 11582 are not CITY Holidays.

Holidays shall be observed as follows:

- a. If a legal holiday falls on the first day of MANAGER'S scheduled day off, the day preceding shall be observed as a holiday.
- b. If a legal holiday falls on the second or succeeding day of consecutive scheduled days off, the next succeeding work day shall be observed as a holiday.

#### D. ANNUAL LEAVE

1. Eligibility: For the purpose of determining eligibility for Annual Leave allowance, the term "continuous service" shall be that service commencing with employment with the CITY continuing until MANAGER's resignation or discharge. For the purpose of determining Annual Leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Leave as specified herein, or injury or illness incurred in the CITY service shall be deemed actual service.

#### 2. Accrual of Annual Leave:

40-hour Workweek Annual Leave Accrual Rate per:

<u>Years of Continuous CITY Service</u>	<u>Bi-Weekly Pay Period</u>
Less than 10 years	6.5 hours
10 years or more	7.1 hours
15 years or more	7.9 hours
20 years or more	8.4 hours

Maximum accumulated: No maximum is established; however, MANAGER is expected to take a least three (3) weeks of annual leave per fiscal year.

3. Minimum Annual Leave To be Taken: The minimum Annual Leave time which may be taken at any one time by MANAGER shall be one day (8 hours).
4. Annual Leave On A Holiday: MANAGER on Annual Leave on a Holiday shall not be charged Annual Leave for that holiday.
5. Annual Conversion: MANAGER may elect to cash out annual leave up to eighty (80) hours per fiscal year. Annual leave conversion must be taken in forty (40) hour increments. MANAGER must have a minimum of one hundred sixty (160) hours prior to the cash out to use this benefit.

E. SICK LEAVE

1. Eligibility: For the purposes of determining eligibility for Sick Leave allowance, the term “continuous service” shall be that service commencing with employment with the CITY and continuing until resignation or discharge.

For the purpose of determining Sick Leave earned, the term “actual service” shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Leave as specified herein, injury or illness incurred in the CITY service, unpaid furlough day, and absence on temporary military duty shall be deemed actual service.

2. Accrual of Sick Leave:

MANAGER shall earn Sick Leave credits at the rate of five (5) hours per bi-weekly period or major fraction thereof, computed on the basis of calendar days of actual service.

- a. Unrestricted Maximum: Unused Sick Leave may accrue to a MANAGER’s credit without restriction to a maximum amount.
- b. Accrual of Sick Leave shall cease after any period of continuous Sick Leave exceeding in duration of six (6) calendar months.
3. Authorized Use of Sick Leave: Sick Leave, with pay, may be used in the case of a bona fide illness of a MANAGER or a member of the MANAGER’s family within the third degree of consanguinity or affinity. Sick Leave may also be used for bereavement leave in the event of death of a relative to the third degree of consanguinity and affinity or domestic partner. Sick Leave used for bereavement leave shall be limited to forty (40) hours per incident or as otherwise approved by the Mayor.

4. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness executed by MANAGER and upon the form approved by CITY shall be furnished as proof of adequacy of the reason for the MANAGER's absence during the time when sick leave was requested if requested by the Mayor.

Certificates may be required by the Mayor when there is: (a) absence in excess of three (3) days or (b) whenever there is reason to believe that the Sick Leave privilege is being abused.

5. Forfeiture of Sick Leave: MANAGER shall not be entitled to Sick Leave while absent from duty on account of any of the following:

- a. Disability arising from any sickness or injury purposely self-inflicted or caused by any of the MANAGER's willful misconduct.
- b. Disability arising from any conduct which is in violation of federal, state or local statute, written CITY or departmental policy.
- c. Sickness or disability sustained while on Leave Without Pay.

6. Advancing Sick Leave: Upon application to the Mayor, MANAGER, may be advanced Sick Leave. Advanced Sick Leave will not exceed sixty (60) days and will be subject to the following:

- a. Request for advancement of Sick Leave will be supported by a medical certificate.
- b. All available accumulated Sick Leave will be exhausted before advancement.
- c. All available accumulated Annual Leave will be exhausted before advancement.
- d. All available Personal Leave Days will be exhausted before advancement.
- e. There is reasonable assurance that MANAGER will return to duty to earn and repay the advance credits.
- f. If MANAGER terminates prior to restoring advance sick leave any amounts owing will be deducted from the MANAGER's final paycheck.

The Mayor will be the final approving authority on such request.

7. Recovery for Damages: If MANAGER recovers damages for time lost, the MANAGER shall not receive Sick Leave pay under this Article for the same time; or

having received sick leave prior to the recovery of damages, MANAGER shall repay the CITY for any amount paid therefore under this Article.

8. Minimum Sick Leave to Be Taken: The minimum Sick Leave time which may be taken at any one time shall be one day (8 hours).

9. Return to Work: MANAGER certified by a physician to be absent from work for a specified period of time due to illness or injury must present a physician's release if MANAGER wishes to return prior to the date originally specified by the physician.

F. SERVICE CONNECTED DISABILITY LEAVE

1. If MANAGER is absent due to a service connected injury, MANAGER shall receive current, full, regular pay of sixty (60) days in a twelve (12) month period, without being charged any Sick and/or Annual Leave. After sixty (60) days, MANAGER shall, by notifying Human Resources in writing, elect one of the following options:

OPTION 1. The MANAGER shall accept as full compensation the amount received from Workers' Compensation.

OPTION 2. The MANAGER shall accept current, full, regular pay and benefits from CITY. The MANAGER shall be charged sick leave until the MANAGER's sick leave balance is zero hours, then MANAGER shall be charged annual leave until the MANAGER's annual leave balance is zero hours. Upon depletion of the sick leave and annual leave hours to a zero balance, MANAGER shall be compensated by OPTION 1.

The MANAGER cannot change from the MANAGER's original elected OPTION for service connected disability leave.

2. The following procedures shall be adhered to when MANAGER is compensated by the CITY, within the maximum of sixty (60) days in a twelve (12)-month period and/or MANAGER is compensated under OPTION 2.

a. All Workers' Compensation payments will be credited to the CITY.

b. The MANAGER shall be credited for first annual leave, then sick leave hours charged during this disability. The hours charged to and compensated for by Workers' Compensation are multiplied by two thirds (2/3) and credited to the MANAGER.

c. In no event shall MANAGER be allowed to receive the MANAGER's Workers' Compensation payment as well as compensation from the CITY.

G. COURT LEAVE

1. MANAGER appearing in any court or before the Grand Jury as a party to an action arising out of CITY employment or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge received in the course of CITY employment, shall receive full compensation as though actually on the job during such time. MANAGER shall claim any jury, witness or other fee to which MANAGER may be entitled by reason of such appearance and forthwith pay the same over to the Director of Finance to be deposited in the General Fund of the CITY. In all cases, however, MANAGER shall retain mileage allowance. If MANAGER is on duty and witnesses an event not related to the performance of their duty, but as a bystander witness, they will not be compensated for the court appearance. Additionally, MANAGER will not be paid court pay for any court appearance as a witness against the CITY.

2. Reporting on Time Card: Notation will be made on the time card for the hours of court leave granted to the MANAGER while absent from the MANAGER's regularly scheduled duties.

#### H. MILITARY LEAVE

1. Military leave shall be in compliance with the Uniformed Services Employment & Reemployment Rights Acts of 1994. In the event that a MANAGER is absent due to being called into one of the military services of the United States or the State of Nevada for "Summer Camp" duty, the MANAGER may continue to receive a salary and other benefits from the CITY for a period not to exceed (15) fifteen working days.

2. Method of Payment: Any MANAGER who is authorized military leave is obligated to furnish a statement of gross base military pay for the number of regular work days for which the MANAGER took military leave. Such statement shall be furnished upon the MANAGER's return from military leave to the Director of Finance.

#### I. LEAVE OF ABSENCE

MANAGER who is absent for a full day is entitled to compensation for Sick Leave, Annual Leave, or other paid leave. MANAGER who is absent for a full day due to illness or annual leave is only entitled to compensation in relation to the amount of accumulated Sick Leave, Annual Leave, or other paid leave.

#### J. PERSONAL LEAVE

MANAGER shall be entitled to five (5) days of Personal Leave each fiscal year. Any leave balance remaining as of June 30 shall be forfeited.



K. CARRY OVER OF LEAVE

Accrued but unused Annual Leave and Sick Leave will be carried over year to year. Upon MANAGER's resignation or termination of employment, MANAGER will be entitled to full compensation for the accrued, unused Annual Leave and Personal Leave. If qualified, MANAGER may convert unused Sick Leave upon resignation or termination of employment as set forth below:

1. Sick Leave Conversion

OPTION 1

Conversion of Accumulated Sick Leave: MANAGER separating from the CITY may elect to convert the percentage set forth below in the table of MANAGER's accumulated unused sick leave to an unfunded CITY account for the purpose of paying for future medical coverage under the CITY's then existing group medical insurance plan or the medical plan offered through the Public Employees Benefit Plan (PEBP), on a monthly basis in accordance with the following table:

<u>Years</u>	<u>Percentage Converted</u>
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

The account will be assigned a present value as of the date of separation equal to the number of hours of accumulated sick leave times the MANAGER's base hourly rate at the time of separation. Upon MANAGER's retirement in the PERS system and if otherwise qualified CITY will pay the retiree's medical coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium. CITY will account for MANAGER's accumulated sick leave and debit said account on a dollar for dollar basis.

Upon retirement, if retired MANAGER does not continue medical coverage under the City of Sparks group health policy, retired MANAGER and spouse will not be eligible for the benefits outlined herein. Pursuant to Nevada Revised Statute 287.0205 retired MANAGER or spouse may reinstate coverage in January of any even numbered year as long as the City of Sparks was Employee's last Nevada public employer. Upon reinstatement retired MANAGER or spouse will pay in full the current health plan premium.

When retired MANAGER becomes eligible for Medicare coverage or other federal programs, the retired MANAGER will receive Medicare supplemental coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

A surviving spouse will continue to receive medical coverage under this benefit so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.

The fund to which the accumulated sick leave is credited does not accrue interest and does not have cash value. CITY pays for the retired MANAGER's medical coverage by debiting the monthly cost of such coverage from the retiree's accumulated sick leave balance and paying the actual cost of such coverage out of the appropriate CITY fund. The retiree may request an annual summary of the sick leave balance.

Eligibility: MANAGER who elects Option 2 set forth below to have sick leave payoff in cash at termination accordance with Option 2 is not entitled to Option 1, conversion of accumulated sick leave to an insurance benefit. MANAGER electing sick leave conversion to an insurance benefit is not entitled to sick leave payoff in cash.

#### OPTION 2

Sick Leave Cash-Out Provision: As an alternative to Sick Leave Conversion, MANAGER, upon retirement, may elect a cash out of this benefit as follows:

<b>Years of Service</b>	<b>Cash-Out Percentage</b>
10	50%
15	60%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

Retired MANAGER may elect an annual payment of conversion dollars in annual payments that provide equal payout over time.

Maximum annual payment will not exceed twenty-five thousand dollars (\$25,000.00). Once election is made, it may not be changed. Upon death of the retired MANAGER, payments will be made to the retired MANAGER's then living spouse only, and the payments are otherwise nontransferable. If the sick leave payout is nominally over twenty-five thousand dollars (\$25,000.00), at the discretion of the Finance Director, the remaining balance may be paid.

If the account is valued at less than fifteen-thousand dollars (\$15,000.00), and cash-out is elected, the full amount will be paid upon termination of employment. If the sick leave payout is nominally over the fifteen-thousand dollars (\$15,000.00), at the discretion of the Finance Director, the remaining balance may be paid out.

If the retired MANAGER chooses this cash out option, the retired MANAGER is not eligible to continue on the CITY's group health insurance plan for themselves and dependents. However, retired MANAGER may return to the CITY's group health insurance plan pursuant Nevada Revised Statute on any even-numbered year and pay the full cost of coverage and annual cash payments may continue as selected.

If still employed as the MANAGER, and MANAGER suffers a non-service related death, the MANAGER's beneficiaries or estate shall receive a one-time payment of a percentage of MANAGER's accumulated sick leave in accordance with years of service in the sick leave cash out table in Option 2. At no time, will the onetime payment exceed twenty-five thousand (\$25,000.00) no matter the years of service. After the initial payment, the payments cease. No other benefits are available to MANAGER's beneficiaries or estate from accumulated sick leave.

L. CITY shall pay the professional dues and subscriptions of MANAGER necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of CITY.

M. CITY agrees to pay the travel and subsistence expenses of MANAGER for professional and official business travel and meetings adequate to continue professional development of MANAGER and to adequately pursue necessary official functions and matters of interest to CITY.

N. CITY agrees to provide MANAGER with a CITY procurement card for expenses which are non-personal and are job-related for MANAGER in the normal course of his duties.

O. CITY will pay all costs of any fidelity or other bonds required of MANAGER by virtue of his employment with CITY.

**Section 4.** MANAGER has until September 30, 2019 to establish residency with the corporate limits of the City of Sparks, Nevada. The Mayor may extend this date if reasonably necessary for MANAGER to establish residency.

## **Section 5. Contract Term**

This Agreement shall commence on March 15, 2019 and shall continue until June 30, 2022, unless otherwise concluded or terminated pursuant to the terms and conditions of this Agreement. Nothing in this Agreement is intended to restrict the parties' rights and abilities to enter into subsequent amendments to this Agreement.

## **Section 6. Performance Evaluation and Salary Review**

The Mayor and City Council shall review and evaluate the MANAGER's performance on an annual basis, to be completed on or before the last council meeting in May of each calendar year, commencing in 2020. The City Council may make such adjustment to MANAGER's salary, within the limits as determined by the CITY's adopted Classification and Compensation system, as agreed with the MANAGER. At no time shall the Mayor and City Council provide more than a five (5) percent merit increase for the MANAGER.

During this annual review, Council may take action to establish specific performance criteria to assist with the next annual review of MANAGER. Any specific performance criteria established by Council shall be applied prospectively only and shall not be applied retroactively to evaluate the performance of the MANAGER.

## **Section 7. Termination**

For purposes of interpreting this Agreement, whenever the general term "terminate" or any of its derivative forms is used, such term shall generally mean separation from employment, whether or not cause is established. The use of the term "termination" is not intended to and does not create any legal requirement that termination be premised on a determination of cause or breach of this Agreement. The services of Neil C. Krutz as MANAGER may be terminated by any of the following methods:

A. Mutual Agreement. Termination of employment in accordance with a written mutual agreement which is executed by both parties.

B. Termination by Death. MANAGER'S employment shall terminate automatically on his death. CITY shall pay to MANGER's beneficiaries or estate, as appropriate and as permitted by applicable laws, any compensation then due and owing; however, there shall be no entitlement to severance package benefits. Nothing in this section shall affect any entitlements of MANAGER's heirs to the benefits of any live insurance plan or other applicable benefits.

C. Termination Without Cause. At any time, CITY, by appropriate City Council action, or MANAGER, individually, may terminate MANAGER's employment as City Manager without cause, by providing ninety (90) days advance written notice (may be referred to as "Termination Without Cause"). During such ninety (90) day period, the City Council, in their sole discretion, may determine if MANAGER is to maintain regular business hours for CITY or if he should be placed on leave with pay.

D. Termination For Cause. Notwithstanding any other terms and condition of this Agreement, at any time and without prior notice, CITY, acting through City Council, may terminate MANAGER's employment as City Manager for cause, as is defined hereafter. A "Termination for Cause" shall mean termination of employment because of any of the following: "Cause" includes, but is not limited to: (i) breach of any provision in this agreement, (ii) violation of any City of Sparks resolution, ordinance, (iii) violation of any county, state or federal constitution, charter,

ordinance, statute or regulation (except minor traffic or parking violations), (iv) commission of any act of dishonesty (including but not limited to misrepresentation, fraud, false statements made under oath, false statements made on any official report, false statements made during any administrative or governmental proceeding, false or misleading statements made on any employment application or during interviews leading to employment, any act of misappropriation or failure to account for public funds, or commission of any act of moral turpitude or any act which would tend to derogate public confidence in the government of the City of Sparks should MANAGER remain in the Position, (v) neglect of duties (including but not limited to excessive absences, failure to exercise the care, skill and diligence of a reasonably prudent executive responsible for administering public programs and safeguarding public funds).

## **Section 8. Termination Obligations**

Upon termination, for any reason, MANAGER shall be obligated to perform all of the following:

A. Duties of Employee. MANAGER agrees to (i) leave the premises of CITY if requested, (ii) immediately turn over all records, books, papers, computers (including all computer devices), computer disks or other storage devices, keys, phones, uniforms, tools, credit cards, identification cards or badges, and all other property owned by the CITY or used by MANAGER in connection with MANAGER's duties, (iii) discuss with anyone designated by the CITY all work in progress and to reveal all information that may be needed by a person who will perform the duties of the Position, (iv) participate in a termination interview with representatives of the CITY, if requested, and (v) to reimburse or indemnify the CITY.

B. Cooperate in Pending Work and Litigation. Following any termination of MANAGER's employment, he shall fully cooperate with the CITY in all matters relating to winding down of or transfer of pending work and duties to the successor City Manager. MANAGER shall also cooperate in defense of any litigation or administrative action brought against the CITY that relates in any way to MANAGER's acts or omissions while employed as the City Manager. If after termination MANAGER's cooperation in defense of any such litigation or administrative action requires more than five (5) hours of time, MANAGER shall be paid at an hourly rate not to exceed One Hundred Fifty Dollars (\$150.00) for his time and all reasonable associated expenses.

## **Section 9. Severance Payment for Termination Without Cause**

If CITY terminates MANAGER's employment without cause, CITY shall pay to MANAGER within two (2) weeks following of the end of the 90-day notice period the following severance package. MANAGER is not entitled to any other remedies, contractual or otherwise, for Termination without Cause:

A. Twelve (12) months base salary;

B. All salary and benefits, as benefits are defined by this contract, due and owing associated with the position of MANAGER due at the time of separation;

C. Payment for all unused accrued annual leave, personal leave; and

D. One-time payment equivalent to the cost of twelve (12) months of CITY paid health, dental, vision, life and long-term disability insurance.

#### **Section 10. Contract Non-Renewal**

If at the annual performance review City Council does not renew MANAGER's contract, MANAGER shall receive the following Non-Renewal Package:

- A. Six (6) month's base salary;
- B. All salary and benefits, as benefits are defined by this agreement, due and owing associated with the position of MANAGER due at the time of separation;
- C. Payment for all unused accrued annual leave, personal leave; and
- D. One-time payment equivalent to the cost of six (6) months of CITY paid health, dental, vision, file and long-term disability insurance.

**Section 11.** If MANAGER terminates this Agreement for any reason, no severance or Non-Renewal package will be due and owing to MANAGER. MANAGER shall receive payment for unused annual and personal leave and shall have sick leave options outlined in Section 3(K).

#### **Section 12. Ethical Commitments**

MANAGER will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, MANAGER shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

CITY shall support MANAGER in keeping these commitments by refraining from any order, direction or request that would require MANAGER to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request MANAGER to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

#### **Section 13. Other**

- A. CITY agrees that annually the Mayor and City Council will schedule and participate in the following:
  - 1. A team-building workshop for CITY.
  - 2. A Goal-setting session to develop objectives and priorities of CITY.

3. A session to develop specific criteria to serve as MANAGER's mutually agreed-upon goals.
- B. The City Council, individually and collectively, shall use their best effort to refer in a timely manner substantive criticisms, complaints and suggestions called to their attention to the MANAGER for study and/or appropriate action
- C. This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Nevada and of CITY.
- D. This Agreement contains a completed statement of all arrangements between parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.
- E. This Agreement may not be waived, changed, modified or discharged orally, but only by a written amendment to this contract signed by CITY and MANAGER against whom any waiver, change modification or discharge is sought.
- F. If any provision of this Agreement is held to be invalid or unenforceable by any judgment or decision of an administrative, arbitral, or judicial tribunal, court or other body of a competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment or decision, and the Agreement shall be carried out as nearly as possible according to its other provisions and intent.
- G. Failure to declare a breach of the actual waiver or any particular breach of the Agreement or its material or nonmaterial terms by the other party shall not operate as a waiver by such party of any other of its right or remedies as to any other breach.
- H. This Agreement shall not be interpreted for or against either party by virtue of who drafted its terms and conditions. Headings utilized in this Agreement are for reference purposes only and shall not be used to interpret the terms and conditions of this Agreement.
- I. This Agreement and rights and obligations of the parties shall be governed by and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of a court of competent jurisdiction in the County of Washoe, State of Nevada for any claims relating to this Agreement.
- J. All notices under this Agreement shall be in writing and shall be sent to the City Clerk of CITY and the address of MANAGER.
- K. The parties acknowledge that they have consulted with or have had the opportunity to consult with an independent attorney of their own choice concerning this Agreement and that they have read and understood the Agreement, are fully aware of its legal effect, and have entered into it freely based upon their own judgment and not on any representations or promises other than those contained in this Agreement.

**IN WITNESS WHEREOF**, CITY has caused this Agreement to be signed and executed on behalf of CITY by its Mayor and duly attested by the City Clerk and MANAGER has signed and executed this Agreement, all on the day and year first above written.

**MANAGER**

  
\_\_\_\_\_  
Neil C. Krutz, City Manager

**CITY OF SPARKS**

\_\_\_\_\_  
Ron Smith, Mayor

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney

**ATTEST**

\_\_\_\_\_  
City Clerk





## City Manager

Class Code:  
CTYMGR

Bargaining Unit: Executive Resolution

CITY OF SPARKS  
Established Date: Nov 1, 2017  
Revision Date: May 14, 2018

### SALARY RANGE

\$79.75 - \$119.63 Hourly  
\$6,380.00 - \$9,570.40 Biweekly  
\$13,823.33 - \$20,735.87 Monthly  
\$165,880.00 - \$248,830.40 Annually

### DESCRIPTION:

Under policy direction of the Mayor and City Council, plan, organize, coordinate and administer through management staff all City functions and activities. Provide policy guidance and coordinate the activities of department directors and city staff. Serve as Chief Administrative Officer of the Redevelopment Agency. Foster cooperative working relationships with City staff, civic groups and inter-governmental agencies.

### EXAMPLE OF ESSENTIAL DUTIES:

**Applicants must possess the following minimum qualifications to continue in the recruitment process:**

#### **Education and Experience:**

Bachelor's Degree in public administration, business or a related field and substantial management, supervisory or administrative experience preferably in local government or public agencies.

Master's Degree in public administration, business or a related field and substantial experience in a senior management position working in local government, varied public agencies or citizen's organizations is preferred.

#### **Licenses and Certificates:**

Must possess and maintain the equivalent to a valid Nevada Class C driver's license within thirty (30) days of hire.

Must acquire and maintain a minimum of ICS300 within six (6) month of hire and ICS400 when available.

International City/County Managers Association Credentialed Manager designation is preferred.

#### **Residency**

Must establish his or her residence within the City within 90 days after his or her appointment, unless the period is extended by the Council. He or she must reside in the City during his or her term of office.

**QUALIFICATIONS:**

Responsible to the Mayor and the City Council for the efficient administration of all the affairs of the City.

Exercise careful supervision of the City's general affairs.

Enforce all laws and all acts of the City Council which are subject to enforcement by the City Manager or persons under the City Manager's supervision.

Except as otherwise provided in the City Charter and to the extent authorized by law, exercise control over all departments of the City government, its appointed officers and its employees, other than the Municipal Court and its officers and employees.

Attend all meetings of the City Council and its committees, except when the Council is considering City Manager removal, with the right to take part in discussions, but without power to vote.

Recommend to the City Council the adoption of such measures and bills considered necessary or expedient.

Make investigations into the affairs of the City, any department or division of the City, any contract or the proper performance of any obligation owed to the City.

Prepare and submit to the City Council annually the Fiscal Year Budget, Strategic Plan and an Annual Report.

Keep the City Council fully informed as to the financial condition and needs of the City. Submit to the Council, at least once each month, a summary of all claims and bills approved for payment by the City Manager.

Not engage in any other business or occupation without the approval of the City Council.

Perform such other duties as prescribed by the City Charter or be required by ordinance or resolution of the Council.

**Knowledge, Skills and Abilities:**

- Principles, practices and analysis of budget, strategic planning and financial processes and reporting
- Principles, practices and program areas related to the management of municipal functions
- Principles and practices of labor negotiations and employee contract administration
- Principles and practices of emergency management
- Applicable legal guidelines and standards affecting city administration
- Funding sources impacting program and service development
- Social, political and environmental issues influencing municipal program administration
- Plan, organize, administer and coordinate a variety of municipal services and programs
- Recruit, select, motivate and evaluate staff and provide for their training and professional development
- Develop and implement goals, objectives, policies, procedures and internal controls
- Analyze complex technical and administrative problems. Evaluate alternative solutions and adopt effective course of action

- Prepare clear and concise reports, correspondence and other written materials using an array of media
- Exercise sound independent judgment within general policy guidelines
- Establish and maintain cooperative working relationships with the Mayor, City Council, Department Directors, staff, citizens, public and private organizations, boards and commissions.
- Principles and practices of emergency management
- Train others in work procedures
- Computer applications and software related to the work including Microsoft Office
- Establish and maintain effective relationships with those contacted during work

**Physical Demands:**

Requires ability to work in a typical office setting and use standard office equipment.  
Requires the ability to work outside in various weather conditions and terrain.

**SUPPLEMENTAL JOB INFORMATION**

- This position is Exempt under FLSA guidelines
- This position is at-will and exempt from the Regulations of the Civil Service Commission
- Required to work during emergency circumstances or inclement weather conditions
- This position reports to the elected mayor or city council for the City of Sparks
- This position is subject to an Employee Agreement
- Supervision exercised: Direct the selection, supervision and the work evaluation of staff
- May be required to pass a pre-placement drug screen and background investigation

# ICMA CODE OF ETHICS

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The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.*