Special Livingston City Commission Agenda

November 25, 2026
9:00 AM
City – County Complex, Community Room

https://us02web.zoom.us/j/88228625477?pwd=NAp3d3Bdz7lqihAr7Vhxsja9jykCK0.1
Meeting ID: 882 2862 5477
Passcode: 555046

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1. Call to Order

2. Roll Call

3. Pledge of Allegiance
   "I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."
4. Public Comment
   Individuals are reminded that public comments should be limited to item over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202)
5. Consent Items

6. Proclamations

7. Scheduled Public Comment

8. Action Items

   A. REVIEW AND APPROVAL OF INTERIM CITY MANAGER EMPLOYMENT CONTRACT - MARK SHRIVES

9. City Manager Comment

10. City Commission Comments

11. Adjournment

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chair. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

  The Chair shall have the discretion to solicit comments from the public in the following order: (1) residents of the City, (2) business owners or operators in the City, (3) other organizations conducting operations in the City, and (4) residents, businesses or organizations from outside the City. The Chair may limit each person's comment period to not less than three (3) minutes.

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. The City does not warrant the audio and/or video recording as to content, quality, or clarity.

- Special Accommodation: If you need special accommodations to attend or participate in City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. REVIEW AND APPROVAL OF INTERIM CITY MANAGER EMPLOYMENT CONTRACT - MARK SHRIVES

Clear Career Professionals

The Clear Choice.

INTERIM SERVICES AGREEMENT

Interim City Manager

Prepared for the City of Livingston, Montana

Experienced leadership now

A seasoned local government executive keeps operations, projects and the budget moving while the Commission decides on its permanent City Manager.

One weekly rate

The annual salary for the position plus 20%, divided into 52 weekly payments. No retainer, and no salary, retirement or health benefits for the City to fund.

Flexible by design

A fixed initial term with month-to-month renewals. Either party may end the agreement on five days' written notice.

If the City selects its interim through a Clear recruitment, no permanent hire fee applies.



YOUR CLEAR TEAM

Mark Shrives, MPA
Vice President / NW Regional Director
(877) 540-5323 x700
mark@clearcareerpro.com

Michael Boese, MPA
President
(214) 550-2850 ext. 4
michael@clearcareerpro.com

This cover page is provided for information only. The Agreement begins on the next page.

INTERIM SERVICES AGREEMENT

City of Livingston, Montana | Interim City Manager

This Interim Services Agreement ("Agreement") is entered into by and between the City of Livingston, a Montana municipal corporation (the "City"), and Clear Career Professionals, LLC, a Texas limited liability company ("Clear").

1. SCOPE OF SERVICES

Clear shall provide an interim professional to fill the City's Interim City Manager position.

Clear will assign **Mark Shrives** (the "Interim Professional") to the position, subject to appointment by the City Commission.

The Interim Professional shall perform the duties of the office in accordance with applicable federal and Montana law, the City's charter, ordinances, resolutions and policies, and the lawful direction of the City Commission. The City must approve any substitution or replacement of the Interim Professional before a new individual assumes duties.

Work schedule: **40 Hours per week for billing purposes**. (It is understood that additional hours per week are required to perform the duties of the position).

2. COMPENSATION

(a) Weekly Rate. The City shall pay Clear $ 4,500.00 per week for each week worked and invoiced (the "Weekly Rate").

(b) How the Weekly Rate is calculated. Clear's fee for interim services is the annual salary for the position plus twenty percent (20%) of that annual salary, divided into fifty-two (52) weekly payments. The parties will complete the figures below before signing.

Annual salary for the City Manager position	$ 195,000.00
Plus, Clear's fee, 20% of the annual salary	$ 39,000.00
Annual total	$ 234,000.00
Weekly Rate (annual total divided by 52)	**$ 4,500.00**

The salary portion of each weekly payment is passed through to the Interim Professional. The 20% portion is Clear's interim services placement fee. The Weekly Rate is the full compensation for the Interim Professional's services. The City does not provide salary, retirement or health benefits to the Interim Professional.

(c) Housing and travel. If the Interim Professional does not reside within reasonable commuting distance of the City, the parties select one of the following:

[X] The City shall pay Clear $2,500.00 per month as a travel, meal and lodging fee for all months worked, invoiced on the first invoice of each month. This monthly fee covers the

Interim Professional's travel and temporary living expenses and is paid in lieu of separate mileage, meal and housing costs.

[ ] The City shall provide furnished housing in or near Livingston at the City's direct cost for the term of the assignment and shall reimburse travel between the Interim Professional's residence and the City as follows:

(d) City business expenses. Expenses the Interim Professional incurs on City business at the City's direction are reimbursed by the City under its travel and expense policy.

(e) City-provided cellular telephone. The City shall provide the Interim Professional with a City-issued cellular telephone and associated cellular service, at the City's expense, for use in conducting official City business throughout the term of this Agreement.

(f) Invoices and payment. Clear will submit invoices to the City weekly. Invoices are due and payable within ten (10) business days of receipt. Amounts not paid when due bear simple interest at the rate stated in Section 7-6-402, Montana Code Annotated. Clear will pay the Interim Professional after the City pays Clear.

(g) Invoice approval. Because the Interim Professional will serve as the City's chief administrative officer, Clear's invoices will be reviewed and approved by the Chair of the City Commission or another City official designated by the Commission, and not by the Interim Professional.

3. PERMANENT HIRE FEE - NA

4. TERM

The term of this Agreement is six (__6__) months, beginning on the Interim Professional's actual start date with the City. The term may be renewed for successive one-month terms only by written agreement signed by both parties. After signing, the City will give Clear written notice of the actual start date. No portion of the term is counted or invoiced before the start date.

5. STATUS OF THE INTERIM PROFESSIONAL

(a) Appointment and direction. The City Commission appoints the Interim City Manager and directs and supervises the Interim Professional in the duties of the office. Clear does not direct the Interim Professional's official acts or decisions and is not responsible for them. Any oath, bond or other qualification the office requires is the responsibility of the City and the Interim Professional.

(b) Relationship to Clear. As between Clear and the Interim Professional, the Interim Professional is an independent contractor and is not an employee of Clear. Clear has no employees. Clear is responsible for paying the Interim Professional and for issuing the related federal tax reporting.

(c) Workers' compensation. The City shall cover the Interim Professional under the City's workers' compensation program, through the Montana Municipal Interlocal Authority or the City's other workers' compensation carrier, for the full term of the assignment while the Interim Professional performs duties on behalf of the City. The City shall provide this coverage on the same basis as it covers its appointed officers under Section 39-71-118, Montana Code Annotated, and at the City's cost. The City shall confirm the coverage to Clear in writing before the start date, and the assignment does not begin until the City has done so.

6. INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Insurance. Clear maintains commercial general liability and professional liability insurance and will give the City a certificate of insurance on request.

(b) City coverage of the Interim Professional. While serving as Interim City Manager, the Interim Professional acts on behalf of the City in an official capacity. To the extent permitted by Montana law, the City shall cover the Interim Professional under the City's liability coverage through the Montana Municipal Interlocal Authority or an equivalent provider, and shall defend and indemnify the Interim Professional, Clear and Clear's owners for claims arising from the Interim Professional's acts within the course and scope of the duties assigned by the City, on the same basis the City covers its appointed officers.

(c) Clear's indemnity. Clear shall indemnify and hold harmless the City and its elected officials, officers and employees from third-party claims, but only to the extent caused by the negligence or willful misconduct of Clear in performing this Agreement and in proportion to Clear's share of fault. This obligation does not cover claims arising from the City's direction or supervision of the Interim Professional, the Interim Professional's official acts within the course and scope of the duties assigned by the City, or the City's own decisions.

(d) Limitation of liability. To the fullest extent permitted by Montana law, Clear's total liability under this Agreement is limited to the amounts actually paid to Clear under this Agreement. Neither party is liable to the other for indirect, special or consequential damages. This Section 6(d) does not limit liability for fraud, willful injury or violation of law.

(e) No waiver. Nothing in this Agreement waives any immunity, defense or limit on liability available to the City under Title 2, chapter 9, Montana Code Annotated, or other law.

7. MONTANA PROVISIONS

(a) Nondiscrimination. As required by Section 49-3-207, Montana Code Annotated, all hiring under this Agreement will be on the basis of merit and qualifications, and the persons performing this Agreement will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

(b) Appropriations. The City's payment obligations are payable from funds appropriated for that purpose under the Local Government Budget Act, Title 7, chapter 6, part 40, Montana Code Annotated. The City represents that funds for the initial term have been or will be appropriated before the start date. If funds are not appropriated for a renewal term, the City may end this Agreement by written notice and shall pay Clear for all services through the effective date.

(c) Public records and open meetings. The City is subject to Article II, Sections 8 and 9 of the Montana Constitution and the public records and open meetings laws in Title 2, chapters 3 and 6, Montana Code Annotated. This Agreement and records held for the City under it may be public.

(d) Authority. The City represents that the City Commission has approved this Agreement and the appointment of the Interim Professional in the manner required by the City's charter and Montana law, and that the person signing for the City is authorized to do so.

8. CONFIDENTIAL INFORMATION

Clear shall keep confidential any confidential information it receives from the City to the extent permitted by the laws identified in Section 7(c).

9. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, by giving fifteen (15) days' written notice to the other party. Upon termination, the City shall pay Clear for all services rendered and expenses incurred through the effective date of termination.

10. NOTICES

All notices under this Agreement shall be directed as follows:

To the City: Name and title: Melissa Nootz

Email: mnootz@livingstonmt.gov

Mailing address: _____

To Clear: Michael Boese, MPA, President, Clear Career Professionals, LLC

Email: michael@clearcareerpro.com

Mailing address: 5700 Tennyson Parkway, Suite 300, Plano, Texas 75024

11. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall first be submitted to non-binding mediation with a mediator the parties select together. The parties shall share the cost of mediation equally. Mediation shall take place in Park County, Montana, or by video conference if both parties agree. This Section does not prevent either party from seeking provisional relief in a court of competent jurisdiction.

12. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Montana. Venue for any legal action is the District Court of Park County, Montana.

13. GENERAL

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions remain in effect, and this Agreement shall be read as if the provision had never been included.

Nothing in this Agreement gives any right or remedy to any person or entity other than the parties.

This Agreement is the full and complete understanding of the parties and supersedes all other discussions, agreements and understandings, oral or written. Any amendment must be in writing and signed by both parties. This Agreement may be signed in counterparts and by electronic signature.

APPROVAL AND ACCEPTANCE

Approved and agreed to on this _____ day of _____, 20____, by and between:

CLEAR CAREER PROFESSIONALS, LLC

_____
Michael Boese, MPA, President
Date: _____

CITY OF LIVINGSTON, MONTANA

_____
Name: Melissa Nootz
Title: Chairperson
Date: _____

Attest: _____
City Clerk

Mark Shrives

City Manager | Interim City Manager | Executive Recruitment
50578 US Highway 93 • Polson, MT 59860 • (541) 525-6793 • mark@clearcareerpro.com

EXECUTIVE PROFILE

Vice President/NW Regional Director with CLEAR Career Professionals, providing municipal executive recruitment and interim leadership services. Brings 20 years of City Manager experience in Montana and Oregon, including recent interim service in Columbia Falls, and a 20-year U.S. Army career retiring as a Lieutenant Colonel. Experienced in municipal operations, capital improvements, personnel management, and working with elected officials.

PROFESSIONAL EXPERIENCE

Vice President / NW Regional Director | CLEAR Career Professionals | 2025–Present

- Lead City Manager and senior municipal executive recruitments; CLEAR also offers interim municipal leadership services.
- Work with elected officials to assess leadership needs, develop recruitment strategies, and establish candidate qualifications.
- Manage candidate outreach, screening, interviews, evaluations, and finalist selection.
- Currently finalizing the City Manager recruitment for Abilene, Kansas.

Interim City Manager | Columbia Falls, Montana | September 2024–April 2025

- Maintained city operations and advanced Council priorities during the leadership transition.
- Oversaw continued progress on the Wastewater Treatment Plant and $10 million Gateway to Glacier street improvement project.
- Led recruitment of the permanent City Manager, hired a Finance Director, and assisted with the transition to new leadership.
- Worked with the new Police Chief on officer recruitment, staffing, and complex personnel matters.
- Advanced police grant applications and Fire Department staffing initiatives, including SAFER grant planning.

City Manager | Montana & Oregon | 1998–2018

Polson, Montana (2013–2018) • Creswell, Oregon (2004–2013) • Hamilton, Montana (1998–2004)

- Served as chief executive responsible for municipal operations, budgeting, personnel, public works, public safety, planning, and community development.
- Worked with elected officials on policy, strategic priorities, and community issues.
- Directed capital improvement programs, financial management, and organizational operations.
- Built productive relationships with staff, elected officials, community organizations, and government partners.

FEDERAL & MILITARY LEADERSHIP

Disaster Recovery Leader | FEMA | 2019–2023

- Led federal disaster recovery operations in coordination with state and local governments.
- Managed intergovernmental recovery efforts involving funding, compliance, and operational coordination.

Program Manager | DynCorp International (U.S. State Department Contract) | 2007–2008

- Advised the Economic Community of West African States (ECOWAS) and coordinated programs with U.S. government agencies.

Lieutenant Colonel (Retired) | United States Army | 1977–1997

- Served 20 years in command and leadership positions, culminating in battalion command.
- Directed personnel, logistics, budgets, and complex domestic and international operations.

EDUCATION

Master of Public Administration (MPA) — Walden University

Bachelor of Arts, History — University of California, Santa Barbara

BOARD SERVICE

Board of Directors — Treasure State Public Captive, affiliated with the Montana Municipal Interlocal Authority (MMIA).