Livingston City Commission Agenda

November 06, 2026
3:30 PM
City - County Complex, Community Room

Join Zoom Meeting
https://us02web.zoom.us/j/82774055585?pwd=Ek0bR5eMgaAUEW2g8HiCfnMqflLU05.1

Meeting ID: 827 7405 5585
Passcode: 625266

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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 items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202)
5. Action Items

   A. ACCEPTANCE OF THE CITY MANAGER'S OFFER OF RESIGNATION AND APPROVAL OF PAYMENT OF CONTRACTUAL OBLIGATIONS FOR SEVERANCE

   B. APPOINTMENT OF TEMPORARY CITY MANAGER(S)

6. City Commission Comments
7. 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 shall limit each person’s comment period to 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.

YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT

YOU HAVE THE RIGHT TO CONSIDER SIGNING THIS AGREEMENT FOR TWENTY-ONE DAYS FROM TODAY, NOVEMBER 6, 2026

YOU HAVE THE RIGHT TO REVOKE THIS AGREEMENT AT ANY TIME WITHIN SEVEN DAYS AFTER YOU SIGN IT, IF YOU DO SIGN IT

RESIGNATION, SEPARATION AND RELEASE AGREEMENT

This Resignation, Separation and Release Agreement (Agreement) is made and entered this 6th day of November 2026 by and between Grant Gager ("Employee") and the City of Livingston ("Employer" or "City").

RECITALS

1. **Whereas**, Employee and Employer have previously entered into an Employment Agreement (City of Livingston Agreement 20156) which was last updated on February 18, 2025; and
2. **Whereas**, irreconcilable differences have arisen between the City Commission and Employee, in his capacity as City Manager; and
3. **Whereas**, several members of the City Commission suggested that Employee resign; and
4. **Whereas**, in light of those differences, Employee has offered his resignation; and
5. **Whereas**, in consideration of Employee's service, Employment Agreement, and in exchange for Employee's release of claims, the parties have determined that it is in the best interest of the Employer and Employee to accept his resignation and pay the severance amounts contemplated in City of Livingston Agreement 20156.

AGREEMENT

Now, therefore, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective on the day it is approved by Employer ("Effective Date").
2. Resignation: Employee's resignation shall be offered by Employee and accepted by the City upon the City Commission Chair Melissa Nootz's execution of this Agreement. Such resignation shall be effective immediately and, at that time, Employee will not perform any work for Employer and shall have no authority to act on behalf of Employer or any related entities. Employee's offer to resign is expressly contingent upon the City's execution of this Agreement.

3. Release:
    a. Employee shall, and hereby does, on behalf of himself, his heirs, successors and assigns, acknowledge full and complete satisfaction of, and does hereby waive his right to any and all damages and releases, absolves and discharges Employer, its subsidiaries, divisions, and affiliated entities, past and present, and each of them, as well as their elected and appointed officials, directors, officers, agents, servants, employees, representatives, heirs and attorneys, past and present, and each of them (collectively the "Released Parties"), from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, complaints, wages, obligations, debts, labor grievances, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, he now has, may have, or which were or could have been made against Employer for any reason whether known or unknown, suspected or unsuspected, foreseen or unforeseen, of whatever kind, nature and or description, and the consequences thereof related to or arising out of Employee's employment and/or termination of his employment, against the Released Parties or any one or more of the Released Parties, including specifically but not exclusively, without limiting the generality of the foregoing, (1) except as required pursuant to Section 2-9-305, MCA, any and all claims arising out of or in any way connected with Employee's employment or payment of compensation by Employer or its affiliates under the Employment Agreement, or otherwise; (2) any and all claims arising out of or in any way connected with the termination of Employee's employment with Employer; (3) any claim that could arise under common (including civil tort) law and/or state or federal statutes, including but not limited to, any and all claims under the federal Fair Labor Standards Act, the Equal Pay Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family and Medical Leave Act, the Civil Rights Act of 1866, the Montana Wrongful Discharge from Employment Act, the Montana Wage Payment Act, the Montana Human Rights Act, the Rehabilitation Act of 1973, as amended; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Employee Retirement Income Security Act of 1971; the Fair Labor Standards Act; and any and all similar laws contained in state or local statutes, ordinances, or regulations, as well as all rights arising under federal, state, or local law involving any contract, tort, employment contract (express

or implied), public policy, or wrongful discharge and including claims for breach of contract, breach of any covenant of good faith, failure to pay amounts owed, including equity grants, bonuses, commission pay, severance pay, and violation of public policy. . The Parties intend this Agreement to have a broad effect and to settle to the fullest extent permitted by law all claims and disputes, without limitation of any kind or nature, whether known or unknown, relating to Employee and his employment by Employer, subject to Employer's obligation pursuant to Section 2-9-305, MCA.

b. Employee agrees that the consequences of releasing the claims covered by this Agreement are not certain and may be more serious than Employee understands when this Agreement is signed. Because of that uncertainty, Employee agrees that the release given in paragraph 3(a) above covers any and all damages, injuries, and losses resulting from the claims released whether or not Employee is certain of them or not, and that the consideration being provided Employee pursuant to this Agreement includes the release of any uncertain or unknown consequences.

c. Employee represents and warrants to Employer that Employee does not contemplate any additional claims against Employer or any other person or entity potentially liable for any alleged losses, injuries, and damages released under this Agreement which may exist on the Effective Date of this Agreement. Employee agrees that Employee will indemnify, defend and hold Employer harmless from any and all such claims, including reasonable attorney fees and all other expenses reasonably incurred as the result of the making of any such claims, if such claims are made by Employee.

d. As a term and condition of this Agreement, Employee represents that he has not assigned any of the claims that are being released, and that he has not filed any grievances, administrative claims, or lawsuits against the Employer.

e. Nothing in this Agreement shall be interpreted or applied in a manner that affects or limits Employee's otherwise lawful ability to bring an administrative charge with the Equal Employment Opportunity Commission ("EEOC"). However, the Employer and Employee agree that Employee has released the Employer from any and all liability arising from the released claims. As such, Employee is not and will not be entitled to any monetary or other comparable relief (including, by way of example and not limitation, damages, injunctive or declaratory relief, taxable or other costs, expert witness fees, or attorney fees), on their own behalf resulting from any proceeding brought by them, the EEOC, or any other person, or entity (except in connection with a complaint or charge filed before the Securities and Exchange Commission).

4. Severance Amount. In consideration for this Agreement, and in satisfaction of any obligation to make payments under the Employment Agreement, Employer agrees to pay to Employee the following amounts (the "Severance") to be mailed to the Employee at the address listed in this Agreement unless the Employee provides written notice otherwise:
    a. All unpaid wages and benefits earned by employee since the beginning of the pay period starting October 16, 2026, including base wage, longevity, automobile allowance, deferred compensation, insurance stipend, and all other benefits included in the Employment Agreement. This amount is to be paid not later than the twelfth (12th) business day after Employer's execution of this Agreement and expiration of the revocation provision as provided for in Section 12.a of this Agreement.
    b. Twelve (12) months of regular pay which is calculated to be $198,900 (One Hundred and Ninety-eight Thousand, Nine Hundred Dollars and no cents) which is equal to the base wage of $195,000 plus longevity pay of $3,900, less all applicable federal, state, and local tax withholdings and authorized deductions. This amount shall be paid within ten (10) business days after the first (1st) business day of 2027.
    c. Twelve (12) months of deferred compensation which is calculated to be $19,500 (Nineteen Thousand, Five Hundred Dollars). This amount shall be paid to the Employees 457(b) retirement account within ten (10) business days after the first (1st) business day of 2027.
5. Leave Payouts and Vehicle Proration. Employer will pay out all accrued and unused sick and vacation leave in accordance with City policy and state statute. Employer will pay Employee prorated vehicle allowances as of the Effective Date. Said amounts will be paid concurrently with the Severance Amount in Section 4.a. of this Agreement.
6. Insurance. Employer agrees to provide Employee with twelve (12) months standard insurance stipend generally offered to employees of the City of Livingston. The Parties understand that continuation of medical benefits, including dental and vision benefits, is governed by the appropriate provisions of the federal law commonly known as COBRA, 29 U.S.C. § 1162, et seq., and it shall be solely Employee's responsibility to initiate any continuation of insurance coverage.
    a. This amount is to be paid not later than the twelfth (12th) business day after Employee's execution of this Agreement and expiration of the revocation provision as provided for in Section 12.a of this Agreement.
7. Acknowledgment of Compensation. Employee acknowledges that, except for the sums set out in this Agreement, he has received full payment of all wages and

compensation earned and due to him through the Effective Date, including, but not limited to, salary, vacation, and bonuses.

8. References. Upon request for reference, Employer will provide a positive letter of reference with respect to Employee's employment with Employer.
9. Confidential Information. During the course of employment, Employee has acquired certain "Confidential Information" of the Employer. "Confidential Information" shall mean any information that is not generally known outside the Employer and that is proprietary to the Employer, relating to any phase of the Employer's existing or reasonably foreseeable activities which is disclosed to Employee by the Employer including information conceived, discovered, or developed by Employee; provided, however, that Confidential Information shall not include information that is or becomes publicly available other than through a breach of this Agreement or information subject to disclosure under Montana's public records laws. Employee agrees that he shall not use such Confidential Information acquired during the term of employment with the Employer and shall not disclose to any person, other than an authorized employee of the Employer any Confidential Information obtained by him while in the employ of the Employer. This obligation shall survive the termination of Employee's employment indefinitely.
10. Severability. The terms of this Agreement are contractual and not a mere recital. Should any provision, or part of any provision, or application thereof, be held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.
11. Age Discrimination in Employment Act Claims. Employee agrees Employee had 21 days after November 6, 2026 within which to consider whether to sign this Agreement. If Employee signed it before the full 21-day consideration period expired, Employee agrees that Employee understood Employee had the right to use the full 21 days to consider whether to sign this Agreement, but Employee nevertheless voluntarily signed it sooner than the expiration of that 21-day period, being confident Employee was fully informed and knowledgeable of the Agreement's content and effect Employee represents and agrees that he has, either personally or through his attorney, considered all aspects of this Release Agreement and is fully advised and satisfied with the terms and effect of this Release Agreement; that he is fully aware of his right to discuss any and all aspects of this matter with an attorney of his choice; that he has carefully read and fully understands all of the provisions of this Agreement; and that he has voluntarily entered into this Agreement.
    a. Employee understands that this Agreement can be revoked by him within seven (7) days of him signing it. Revocation can be made by delivering written

notice of revocation to Employer care of the Livingston City Attorney, Jon M. Hesse, at 1201 US Highway 10 West, Unit A3, Livingston, MT 59047. For this revocation to be effective, written notice must be received by the City Attorney no later than the close of business on the seventh (7th) calendar day after Employee signs this Agreement. If Employee revokes this Agreement, it shall not be effective or enforceable and Employee will not receive the severance benefits described in this Agreement.

12. No Representations. Employer makes no representations regarding the tax consequences of this Agreement or any payments made hereunder.
13. Interpretation. Parties agree that this Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any party. The terms of this Agreement shall be enforced pursuant to Montana law.

    Notice. Notice to be given to Employee under this Agreement shall be sent by email or first class mail, postage prepaid to the Employee's email or home address on file. Notice to the City shall be sent by email or first class mail, postage prepaid to 220 E. Park Street, Livingston MT 59047, or CityClerk@LivingstonMT.gov. Notice is effective upon the earlier of actual receipt or three (3) business days after mailing. Email notice is effective when sent, unless the sender receives a delivery-failure message.
14. Complete Agreement. The undersigned acknowledge that they have carefully read and understood the contents of this Agreement. They further acknowledge and agree that the consideration recited in this Agreement is the sole and only consideration for this Agreement, and no representations, promises, or inducements have been made by any party or its officers, employees, agents or attorneys thereof other than appear in this Agreement. This Agreement supersedes any other oral or written agreement or understanding between the Parties regarding any matter within the scope of this Agreement, including, without limitation, the Employment Agreement.
15. Public Document. This Agreement is a public document and shall be available for public inspection.
16. Voluntary Agreement. Employee acknowledges voluntarily entering into this Agreement on the date written above, with full knowledge of the rights that he may be waiving after having the opportunity to consult with legal counsel.
17. Binding Effect. This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
18. Applicable Law. The parties agree that this Agreement is governed in all respects by the laws of the State of Montana.
19. No Admission. The Parties agree that this Agreement is not an admission of liability on the part of Employer, Employee, or any Released Party, and cannot be introduced, used, or relied upon in any proceeding as proof or evidence of any wrongdoing or

admission of liability by Employer, Employee, or any Released Party; provided, however, that this does not prevent Employer, Employee, or any Released Party from establishing or defending any claim that Employer or Employee violated the terms of this Agreement.

20. Future Rights. Parties understand that by entering into this agreement, Employee does not waive rights or claims that may arise after date of execution of this Agreement, including without limitation any rights or claims Employee may have to secure enforcement of the terms and conditions of this Agreement.
    a. In the event of any controversy, claim, or action instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party shall be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorney's fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgement.
21. Indemnification. Employer agrees that the City will defend, save harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, for actions or omissions taken within the course and scope of Employee's employment during the period of Employee's employment with the City, unless the act or omission involved willful or wanton conduct. Employee shall promptly notify the Employer of any such claim and shall cooperate fully in the defense thereof. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the City's expense and Employer may not unreasonably withhold approval. Legal representation, provided for the City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. This indemnification shall include payment of any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceedings, actual or threatened, arising out of or in connection with the performance of duties within the course and scope of Employee's employment.
    a. Furthermore, when indemnification is provided pursuant to his Section, the Commission agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Commission. Further, City agrees to pay Employee reasonable consulting fees and travel expenses, including airfare, fuel, car rental lodging and meals, when Employee serves as a witness, advisor or

consultant to City regarding such pending litigation where indemnification is provided pursuant to this Section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF LIVINGSTON, MONTANA (EMPLOYER)

_____

Melissa Nootz, Chair

GRANT GAGER (EMPLOYEE)



Grant Gager

Employment Agreement 20156 - City Manager

City of Livingston, Montana And

Grant Gager

INTRODUCTION

This Agreement, made and entered into this 18th day of February, 2025, by and between the City of Livingston, Montana (City), a municipal corporation, and Mr. Grant Gager (Manager), an individual who has the education, training and experience in leadership, public administration and local government management, agree as follows:

WITNESSETH:

WHEREAS, the Commission previously contracted for the services of Manager, as City Manager of the City of Livingston; and

WHEREAS, the Commission desires to retain the services of Manager, as City Manager of the City of Livingston, as provided in Chapter 2 of the Livingston Municipal Code (the "LMC"); and

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager; and

WHEREAS, it is the desire of the Commission (1) to secure the services of Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Manager's services at such time as he may

be unable to fully discharge his duties, within the discretion of the Commission, due to disability, or when the Commission may otherwise desire to terminate his employment; and,

WHEREAS, Manager desires employment as City Manager of the City;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section A. Term

The term of this Agreement is for an indefinite period beginning February 18, 2025. The Agreement may be terminated as provided in Section P.

Section B. Duties and Authority

Commission agrees Manager is to perform the functions and duties specified in any relevant existing or future enactments of the LMC, Resolution, or State Statue governing the City of Livingston and to perform other legally permissible and proper duties and functions.

Section C. Salary

At the commencement of the contract term a base annual wage of $180,000, payable in accordance with normal City policy and pay practices shall be paid to the Manager. Base annual wage shall increase to $195,000 on November 1, 2025.. Manager will accrue longevity according the standards set out in the City of Livingston Employee Policy and Procedure Manual.

Section D. Performance Evaluation

The Commission will conduct a facilitated performance evaluation at the six (6) month anniversary of Manager's start date which will be completed and finalized within 30 days of the six-month anniversary. Facilitated evaluations will occur at the anniversary of the Manager's employment anniversary date (November 1). The process, at a minimum, shall include the opportunity for both parties to:

a. prepare a written evaluation

b. meet and discuss the evaluation and agree to the process

c. present a written summary of the evaluation results

d. review compensation

The final written evaluation should be completed and delivered to the Manager within thirty (30) days of the annual anniversary date.

Section E. City Vehicle

Manager shall be provided a monthly vehicle allowance of $400 per month for use of personal vehicle for City related business. Mileage beyond 50 miles per trip will be reimbursed at the current Internal Revenue Service mileage allowance for when travel occurred.

Section F. Health Benefits

Commission agrees that the Manager will be provided the standard stipend received

by all City employees for the purchase of health insurance benefits provided by the City.

Section G. Sick Leave Accrual

Commission agrees the Manager will accrue sick days at a rate of one (1) sick day per month. Upon first day of active employment, Manager shall be credited with 40 hours of sick time and shall accrue sick time based on the normal accrual from that date forward. Upon the end of employment, the Manager will receive the value of one quarter (¼) the value of accrued and unused sick time.

Section H. Vacation

Commission agrees the Manager will accrue vacation at a rate of 120 hours (15 days per year) and shall follow the accrual rates of all other staff as tenure increases. Manager may carry up to two times the total allowance in the next year. Vacation in excess of this limit must be used in the first ninety (90) days of the calendar year. Any remaining excess vacation at the end of this time period will be forfeit. For the purpose of calculation and using vacation, one (1) vacation day equals eight (8) work hours. At the end of employment, the Manager will be compensated for any accrued unused vacation at his current rate of salary.

Section I. Administrative / Personal Leave

The Commission agrees that the Manager will receive twelve (12) days of

administrative leave each fiscal year. Administrative leave does not accrue, cannot be carried into the next fiscal year, and is not eligible to be paid out upon the end of employment. Administrative leave must be used on a fiscal year basis beginning on July 1 and ending on June 30. For the initial term of the contract beginning November 2, 2022, Manager shall be eligible for the full 7 days to allow time for relocation.

Section J. Deferred Compensation

The Commission agrees the City will contribute standard employee retirement contribution of 10% match of the Manager's base salary to the ICMA-RC Deferred Compensation program or other deferred compensation program at the Manager's discretion. Additionally, the Manager shall be entitled to participate in the Montana PERS compensation program.

Section K. Life Insurance

The Commission agrees the City will purchase and pay the required premiums on two (2) term life insurance policies, one equal to an amount of $100,000, for the Manager and one for the City equal to an amount of $50,000, with the following entities as primary respective beneficiaries:

a. Manager's designated beneficiary and

b. The City of Livingston

The City Manager will have 30 days from start date to complete the requirements to secure the insurance contract and coverage.

Section L. Other Employee Benefits

The Commission agrees that any benefit not specifically mentioned in this Agreement will fall under the guidance of the City of Livingston Employee Policy and Procedure Manual. All clauses in this Agreement supersede the City of Livingston Employee Policy and Procedure Manual.

Section M. Business and Professional Expenses

The Commission agrees to pay for professional dues, subscriptions, and training for the Manager's business needs or professional development. City will pay for professional conferences at the local, state, and national level as well as necessary travel and expenses in accordance with City policies. The Commission agrees to specifically pay for membership and dues to Great Open Spaces City/County Management Association and the International City/County Management Association.

The Commission agrees to provide the Manager with all technology requirements to efficiently complete his tasks including, but not limited to:

a. desktop computer

b. laptop computer

c. cellular phone (Manager to provide preference for Android or IPhone platform).

Section N. Hours of Work

The Commission agrees that the Manager is required to devote significant time outside normal office hours on City business, and to that end, Manager shall be allowed to establish a flexible work schedule with the intent to normally be available during business hours.

Section O. Outside Work Activities

This Agreement shall represent the Manager's primary employment. However, the Commission agrees that the Manager may accept limited consulting or promotional opportunities for compensation. Any such arrangement will be on the Manager's personal time (including vacation) and will not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section P. Termination

For the purpose of this Agreement, termination shall occur when:

a. The majority of the governing body votes to terminate the Manager at a duly authorized public meeting

b. The Commission, citizens, or legislature acts to amend any provision of LMC or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the Manager's position that substantially changes the form of government or Manager's working conditions, the Manager shall have the right to declare that such amendments constitute termination.

c. If the Commission reduces the base salary, compensation, or any other financial benefit of the Manager, such action shall constitute a breach of this Agreement and will be regarded as a termination.

d. If the Manager resigns following an offer or suggestion by the Commission to resign, whether formal or informal, the Manager may declare a termination as of the date of the offer/suggestion.

e. Breach of contract declared by either party with a 30-day cure period. Written notice of a breach of contract shall be provided to the other party to be served at 220 East Park Street Livingston, MT 59047.

Section Q. Severance Pay

Severance shall be paid to the Manager when employment is terminated as defined in Section P. Severance shall be equal to twelve (12) months of regular pay and continuation of benefits at the City's expense. The Manager will cease to have access to any City-provided vehicles, assets or technology and will no longer accrue vacation or sick time. Accrued vacation and sick time will be paid out in accordance with Section G and Section H of this Agreement.

The Manager is not entitled to severance pay of any kind under the following conditions:

a. If the Manager is terminated due to being convicted of a felony;

b. death;

c. disability for more than six (6) months;

d. malfeasance in office;

e. abuse of public office for personal gain.

f. the contract ends or is not renewed.

Section R. Resignation

If the Manager chooses to voluntarily resign his position, the Manager shall provide thirty (30) day notice to the Commission unless the parties agree otherwise.

Section S. Relocation Expenses and Residency Requirement

Manager is required to reside within the city limits of the City of Livingston during employment under this Agreement and within 12 months of his start date. Dates may be amended by mutual agreement of the parties based on transition time and relocation status. The Commission agrees to provide $15,000 towards relocation expenses on a reimbursable basis. Should the Manager resign or be terminated for cause during the initial 3 year term of the contact (ending December 1, 2025) the Manager agrees to reimburse a pro-rated amount of the relocation expenses based on tenure.

Section T. Indemnification

Beyond that required under Federal, State, or Local Law, Commission agrees

that the City will defend, save harmless, and indemnify Manager against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties or resulting from the exercise of judgement or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The manager may request and the Commission shall not unreasonably refuse to provide independent legal representation at the City's expense and Commission may not unreasonably withhold approval. Legal representation, provided for the City for Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The Commission, other than in an action brought by the City against the Manager, or an action filed against the City by the Manager, shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceedings, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Commission in order for indemnification, as provided in the Section, to be available.

Manager recognizes that Commission shall have the right to compromise, and unless the Manager is a party to the suit over which Commission shall have a veto

authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Manager. The Commission and the Manager understand that neither may have the ability to veto a settlement by the City's insurer. Further, Commission agrees to pay all reasonable litigation expenses of Manager throughout the pendency of any litigation to which the Manager is a party, witness, or advisor to the Commission. Such expense payments shall continue beyond Manager's service to the Commission as long as litigation is pending. Further, Commission agrees to pay Manager reasonable consulting fees and travel expenses when Manager serves as a witness, advisor or consultant to Commission regarding pending litigation.

Section U. Integration

This Agreement sets forth and establishes the entire understanding between the Commission and the Manager relating to the employment of the Manager by the Commission. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this agreement.

Section V. Binding Effect

This Agreement shall be binding on the Commission and the Manager as well

as their heirs, assigns, executors, personal representatives, and successors in interest.

Section W. Severability

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Section X. Applicable Law

This Agreement shall be governed in all respects by the laws of the State of Montana. It is agreed that this Agreement has been executed in Livingston, Montana. It is further agreed that jurisdiction for any dispute arising from this Agreement shall be in Park County, Montana, and Venue is the Sixth Judicial District Court, in Park County, Montana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Quentin Schwarz, Chair
City Commission

Grant Gager