

LIVINGSTON CITY COMMISSION ADDENDUM

REGULAR MEETING 07.12.2022

ADDENDUM TO ACTION ITEMS:

- A. DISCUSS/APPROVE/DENY AGREEMENT FOR TEMPORARY APPOINTMENT  
OF INTERIM CITY MANAGER

**AGREEMENT REGARDING TEMPORARY APPOINTMENT  
OF INTERIM CITY MANAGER**

This Temporary Agreement made and entered into this 12<sup>th</sup> day of July, 2022, by and between the Livingston City Commission (“Commission”) for and on behalf of the City of Livingston, Montana (“City”), a municipal corporation, and Lisa L. Lowy (Lowy).

**RECITALS**

**WHEREAS**, due to the sudden and unexpected passing of Michael Kardoes, the Livingston City Manager and in recognition of the need to provide for the continuity of government operations and productivity during a limited time while the Commission completes its recruitment and hiring of a City Manager, the Commission desires to appoint a temporary Interim City Manager (hereafter “Interim City Manager”) to perform the duties of a City Manager of the City of Livingston, as provided in Chapter 2 of the Livingston Municipal Code (the "LMC");

**WHEREAS**, during this temporary period, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Interim City Manager, so that the parties to this Agreement may fully discharge their duties under the applicable laws;

**WHEREAS**, Lowy is currently employed as the City’s Administrative Services and HR Director and has education, training and prior experience in leadership, public administration, and local government management and previously served as the City’s Interim City Manager from October 20, 2015, to April 1, 2017;

**WHEREAS**, Lowy has indicated her willingness to be appointed and serve in the role of Interim City Manager and expressly acknowledges the temporary nature of these services and accepts this interim appointment on the terms, covenants, and conditions set forth in this Agreement; and

**WHEREAS**, at the June 28, 2022, City Commission Meeting, a motion was made by the Commission to appoint Lowy as Interim City Manager and the motion passed 5-0.

**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:

**AGREEMENT**

**SECTION A. TERM**

The term of this Agreement shall be six months (6) beginning on June 29, 2022, and continuing through December 28, 2022, or until a permanent City Manager is hired and has

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Initials

Lowy\_\_\_\_\_

begun work, whichever is earlier. Upon mutual written agreement of the Commission and Lowy, this Agreement may be renewed for a term agreed and voted upon by the majority of the Commission if a permanent City Manager has not been hired or started active employment with the City of Livingston on or before December 28, 2022.

## **SECTION B. DUTIES AND AUTHORITY**

During the term of this Agreement, Lowy shall serve as Interim City Manager and will perform the functions and duties specified in any relevant existing or future enactments of the LMC, Resolution, or Montana law governing the City of Livingston and to perform other legally permissible and proper duties and functions on behalf of the City as the Commission shall assign from time to time.

Additionally, during the term of this Agreement, Lowy also agrees to continue to perform the essential duties and functions of her position as the Administrative Services and HR Director for the City of Livingston. Lowy specifically acknowledges the difficulty in holding and maintaining both positions, and knowingly consents to doing so.

## **SECTION C. SALARY AND BENEFITS**

During the term of this Agreement,

1. Salary: Lowy's base salary for her services as Interim City Manager shall be the base salary of the former City Manager which was \$137,360 (equivalent to \$66.03 per hour) with longevity benefits based upon Lowy's tenure, as an already existing City Employee and retirement contribution at that wage. Lowy's salary shall be payable in installments through the City's payroll system and at the same interval that other employees of the City are paid.

2. Benefits: Lowy shall continue to receive the normal health insurance stipend as a tenured City of Livingston employee for the purpose of maintaining all health insurance benefits currently in place.

By signing this Agreement, Lowy specifically acknowledges and declines receipt of following benefits which were included in the prior City Managers benefits:

- a. Vehicle allowance (\$300 per month)
- b. Additional administrative leave/personal days
- c. Increased retirement benefits
- d. Stipend in lieu of health insurance
- e. Additional life insurance beyond base benefit for all employees
- f. Professional dues and subscriptions

3. Leave Payment: At the end of Lowy's appointment, Lowy shall be paid the difference of her June 28, 2022, hourly wage as Administrative Services and HR Director and her

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Initials

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salary as Interim City Manager, for all vacation time and ¼ of the sick time hours, accrued during the term of this Agreement. For example, if the difference is \$20 per hour, and during the term of this Agreement she earned 20 hours of vacation and 8 hours of sick leave, Lowy would be paid \$440 (\$400 (\$20 x 20 hrs) + \$40 (\$20 x 8 x 0.25)).

4. Lowy shall not be paid any additional salary or benefits for her performance of her duties as Administrative Services and HR Director for the City during the term of this Agreement.

#### **SECTION D. HOURS OF WORK**

The Commission agrees that the Interim City Manager is required to devote significant time outside normal office hours on City business, and to that end, Lowy shall be allowed to establish a flexible work schedule with the intent to normally be available and present during business hours. It is understood and agreed that Lowy as Interim City Manager is an exempt employee under the Fair Labor Standards Act (FLSA), Montana law, and City policies.

The Commission understands Lowy may need limited time to work out of the office for purposes of completing the City's forthcoming ARPA grant. Lowy agrees to provide the Commission advance notice when this may be necessary and also agrees to appoint an Acting City Manager during her absence.

#### **SECTION E. TERMINATION**

1. This Agreement and Lowy's appointment as Interim City Manager shall terminate automatically upon expiration of the term under Section A above.

2. This Agreement and Lowy's appointment as Interim City Manager shall terminate immediately upon Lowy's death.

3. The Commission may at its discretion terminate this Agreement and Lowy's appointment as Interim City Manager prior to the end of the term or the hiring of a permanent City Manager for cause in the manner and process used for termination of a permanent Interim City Manager as provided for in LMC. In the event of the termination of the appointment of Lowy to Interim City Manager, Lowy will return to her established role as Administrative Services and HR Director for the City of Livingston.

4. Lowy may terminate this Agreement prior to the end of the term at any time by providing seven (7) days written notice to the Chair of the Commission.

5. Upon termination under this Section, the City shall have no further obligation to Lowy for the Interim City Manager appointment except as specifically provided under this Agreement; provided, however, that termination shall not affect Lowy's right: (a) to receive accrued but unpaid salary through the date of termination of the Interim City Manager

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appointment; and (b) to be paid accrued leave as addressed in Section C (3) above through the date of termination of the Interim City Manager appointment.

**SECTION F. RETURN TO STATUS**

Upon conclusion of this Agreement, Lowy shall return to her normal functions and duties as the Administrative Services and HR Director at the salary and benefits in the approved FY23 budget.

**SECTION G. CHANGES TO AGREEMENT**

No changes, amendments, or modifications, of any kind to the terms and conditions hereof, shall be valid unless in writing, and approved by a majority of the Commission and Lowy.

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

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Melissa Nootz  
Chair, Livingston City Commission

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Lisa L. Lowy  
Interim City Manager  
Admin. Services and HR Director