

CITY OF POLSON

RESOLUTION 2018-017

A RESOLUTION OF THE CITY COMMISSION OF POLSON, MONTANA AFFIRMING THE APPOINTMENT OF AN INTERIM CITY MANAGER AND SETTING COMPENSATION

WHEREAS, on November 13, 2018 the City Commission did appoint Police Chief Wade Nash as Interim City Manager to fill the vacant position of City Manager; and,

WHEREAS, The City Commission now wishes to memorialize and affirm that appointment by Resolution:

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Polson that:

1. The City Commission hereby affirms the appointment of Police Chief Wade Nash as Interim City Manager, effective November 13, 2018, pursuant to the terms of that Memorandum of Understanding attached hereto as Exhibit AA@.
2. The Interim City Manager shall have all powers and shall perform all functions and duties of the City Manager, as set forth in state law, the City of Polson City Charter, City ordinances and resolutions, and as may be further directed by the City Commission from time to time. Such duties generally include, without limitation, the daily management of all City affairs and work force.
3. To compensate Mr. Nash for fulfilling the additional duties and responsibilities, staff recommends an increase to Mr. Nash=s compensation to reflect a \$461.54 per bi-weekly pay period stipend as stated in Exhibit "A" Memorandum of Understanding.

PASSED, ADOPTED AND APPROVED THIS __3RD **day of December, 2018** by the following roll call vote:

YAYES: __6__ NAYES: _____ ABSENT: __1__ ABSTAIN: _____

Mayor Paul Briney

ATTEST:

City Clerk Cora E. Pritt

Attachment: Exhibit "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM, effective as of the 13th day of November, 2018 by and between the City of Polson, Montana, a Montana municipal corporation, hereinafter City, and Wade Nash, an employee of the City of Polson, hereinafter Employee.

WITNESSETH:

WHEREAS, Employee is and will remain during the term of the Memorandum a regular full-time employee of City as its Police Chief; and,

WHEREAS, the Polson City Commission did, at a special Commission meeting of November 13, 2018, appoint Employee as the Interim City Manager subject to the term of employment as set forth below; and

WHEREAS, the parties hereto desire to set forth their mutual understanding of the relevant terms of Employee's temporary assumption of the office of City Manager:

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. The recitals hereinabove set forth are part and parcel of this Memorandum of Understanding, are not mere recitals and are enforceable as the covenants of the parties;
2. In addition to his duties as Polson Chief of Police which shall continue during the term hereof, Employee agrees to assume and execute all lawful duties pertaining to the office of the City Manager pursuant to the terms of this Memorandum.
3. Employee shall be paid by City a stipend of \$461.54 per bi-weekly pay period for such additional duties, in addition to Employee's usual and regular salary. Such stipend shall be accounted and paid over as W-2 income at each regular pay period.
4. No other terms or benefits of Employee's employment shall be affected hereby.
5. Employee is serving at-will and may resign the duties of Interim City Manager at Employee's discretion or can be removed from the duties of Interim City Manager at City's discretion, with or without cause.
6. The terms and conditions of Employee's appointment as City Manager shall remain in effect for a period not to exceed ninety (90) days from and after November 13, 2018, termination of such appointment by Employee's resignation or termination by City, or the appointment of a full-time City Manager, whichever may first occur.
7. The terms hereof may be extended for an additional period by a written instrument agreed between the parties hereto.

8. At the conclusion of the terms hereof Employee shall continue his duties and compensation as Chief of Police.

DONE AND DATED the 3rd day of December, 2018

Wade Nash

Paul Briney, Mayor