

## Interim Appointment Agreement

### EFFECTIVE DATE:

This Agreement is dated as of \_\_\_\_\_  
(the "Effective Date")

### PARTIES:

#### EMPLOYER

City of Billings  
316 North 26th Street  
Billings, MT 59101

#### EMPLOYEE

Kevin Iffland  
4835 Maribrooke Rd  
Shepherd, MT 59079

### Recital

Employer has extended an offer of interim appointment to Employee subject to the terms and conditions set forth in this Agreement. Employee expressly acknowledges the temporary nature of the appointment and accepts the interim appointment to the position of Interim City Administrator on the terms, covenants, and conditions set forth in this Agreement. Employer recognizes Employee is currently employed by Employer as Assistant City Administrator. The purpose of this Agreement is to establish the terms and conditions of the employment relationship between Employer and Employee during the period which Employee is appointed by Employer to serve as Interim City Administrator.

### Agreement

In consideration of the foregoing recitals and the covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, during the term of this Agreement, Employer and Employee agree as follows:

## ARTICLE I.

### Definitions and Interpretation

**1.1 Definitions.** As used in this Agreement, the following terms shall have the following meanings:

“Cause” shall mean (1) willful misconduct, negligence, or any gross omission by Employee; (2) an act or acts of dishonesty by Employee involving the Employer; (3) repeated failure to perform duties after written notice and reasonable opportunity to cure; (4) commission by Employee of a criminal offense that, if committed in the State of Montana, would have constituted a felony under the laws of the State of Montana or the United States; or (5) failure to meet the functions and duties specified by Section 4.03 of the City Charter, the Billings Municipal Code, state law and the job description.

**1.2 Interpretation.** Unless a clear contrary intention appears, as used in this Agreement (a) the

singular includes the plural and vice versa, (b) reference to any document means such document as amended from time to time, (c) “include” and “including” means including without limiting the generality of any description preceding such term, (d) the word “or” is not exclusive, unless otherwise expressly stated, (e) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Agreement, and (f) headings are for convenience only and do not constitute a part of this Agreement.

## **ARTICLE II. Duties and Authority.**

Employer agrees to appoint Employee on a temporary basis to the position of Interim City Administrator to perform the functions and duties specified by Section 4.03 of the Billings City Charter, the Billings Municipal Code, and Montana state law, and to perform other legally permissible and proper duties and functions of the position.

## **ARTICLE III. Full-Time Best Efforts.**

Employee shall devote Employee’s full professional time and attention to the performance of Employee’s obligations under this Agreement, and shall at all times faithfully, industriously, and to the best of Employee’s ability, experience, and talent perform all of Employee’s obligations under this Agreement. Until this Agreement is terminated, Employee shall not be employed or engaged by any other person or firm other than Employer unless otherwise authorized in writing by Employer.

## **ARTICLE IV. Term and Termination.**

**4.1 Term.** The term of this Agreement and the Employee’s appointment as Interim City Administrator shall begin on May 30, 2026. Upon the Employer’s hiring an individual to serve as a City Administrator in a non-interim capacity (the Permanent City Administrator), Employer shall provide Employee written notice of the Permanent City Administrator’s start date. The term of this Agreement shall end on the Permanent City Administrator’s start date or no later than fourteen (14) days thereafter if requested by the Mayor to facilitate transition of authority to the Permanent City Administrator; if so, during the transition period the Employee shall receive compensation pursuant to Article V and Business Expenses pursuant to Article VI but shall have no authority to act as the Permanent City Administrator under Article II.

**4.2 Termination.** Notwithstanding Section 4.1:

(a) This Agreement and the Employee’s appointment shall terminate immediately upon Employee’s death.

(b) This Agreement and the Employee’s appointment shall terminate immediately upon the Employer ceasing to conduct its business.

(c) Employer may terminate this Agreement:

(i) Upon 30 days prior written notice for any legitimate business reason;

(ii) Upon written notice if Employee is in material breach of any provision of this Agreement, and fails to cure the breach with 30 days of the date of the Employer's written notice; or

(iii) Immediately upon a showing of Cause, as defined in Article I.

(d) Employee may terminate this Agreement:

(i) Upon 30 days' written notice to Employer; or

(ii) Immediately if the Employer, citizens, or legislature acts to amend any provisions of the Billings Municipal Code and/or City Charter pertaining to the City Administrator's role, powers, duties, authority, or responsibilities that substantially changes the City of Billings's form of government.

(e) Independent of and in addition to 4.2(a), (b), and (c), above, this Agreement shall terminate automatically:

(i) Upon expiration of the term under Section 4.1;

(ii) If the majority of the governing body adopts a final resolution to remove the Employee at a duly authorized public meeting consistent with the provisions of Section 4.02 of the City Charter; or

(iii) If the City Council requests the Employee to resign from the appointment as Interim City Administrator under Section 4.02 of the City Charter and the Employee resigns in writing.

(f) Upon termination of Employee's appointment under this Agreement, Employer shall have no further obligation to Employee except as specifically provided under this Agreement; provided, however, that:

(i) Termination of Employee's appointment shall not affect Employee's right to receive accrued but unpaid salary and other benefits through the final date of assignment as Interim City Administrator;

(ii) Employee shall have the ability to be reinstated into Employee's position as Assistant City Administrator pursuant to (g), below.

(g) Reinstatement as Assistant City Administrator.

(i) Notwithstanding any other provision of this Agreement, Employer recognizes Employee is currently employed by the Employer as Assistant City Administrator. If this Agreement is terminated for any reason Employee shall automatically return to the position of Assistant City Administrator. Employer shall not reduce Employee's rank, reporting structure, or materially diminish duties upon reinstatement. Reinstatement shall occur without loss of tenure, benefits, or seniority, and shall not be treated as a break in service.

(ii) Upon reinstatement to the position of Assistant City Administrator, Employee shall no longer be responsible for, or have the authority to act upon, the authority provided in

## Article II.

(iii) In the event Employee returns to the position of Assistant City Administrator, Employee's compensation and benefits shall return to the compensation and benefits previously received as Assistant City Administrator, subject to any salary or other compensation increases Employee would have otherwise been entitled to had Employee remained in the position of Assistant City Administrator. Any compensation and benefits Employee receives as Interim City Administrator shall terminate upon Employee returning to the position of Assistant City Administrator.

(iv) During the term of this agreement, while Employee is serving in the position of Interim City Administrator, the position of Assistant City Administrator shall remain vacant and neither Employer nor Employee may appoint or hire a person to fill the position of Assistant City Administrator. Employee may, however, appoint a person to the position of Acting or Interim Assistant City Administrator under the condition that such appointment must be temporary in nature and any appointment must terminate upon the Employee's return to the position of Assistant City Administrator.

## **ARTICLE V. COMPENSATION**

**5.1 Base Salary.** Employer shall pay Employee \$8,681.48 per pay period (the "Salary"), payable in installments as part of the City's regular payroll process. During the term of this Agreement, Employee's current compensation for Assistant City Administrator shall be suspended and the provisions of this Agreement shall control. Employee shall not be eligible to receive the cost-of-living adjustment approved for non-bargaining employees effective July 1, 2026. Employee shall be eligible to receive any subsequent cost-of-living adjustment approved for non-bargaining employees of the City after July 1, 2026, applied on the same terms, timing, and percentage basis as such employees.

**5.2 Health Insurance.** Employee shall remain entitled to participate in any plans, arrangement, or distributions by Employer pertaining to or in connection with any health, dental, and vision insurance which the City adopts for the employees of the City. The Employee will continue to be subject to all of the rules of the City's plans providing insurance, including without limitations, rules regarding participation.

**5.3 Transportation Expenses.** The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of five hundred dollars (\$500) per month, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

**5.4 Residency Requirement.** Employer hereby authorizes Employee to reside outside the City during the term of this Agreement. Employee must remain a resident of Yellowstone County.

**5.5 Leave.** Employee shall be entitled to continue to accrue and utilize sick leave and vacation leave as set forth in the Employer's Employee Handbook based on Employee's years of employment under Montana Code Annotated 2-18-612. Any leave Employee has accrued in Employee's role as Assistant City Administrator as of the date Employee is appointed as Interim City Administrator shall be available for Employee to use during the term of this Agreement.

**5.6 Retirement.** Employee will remain eligible to participate in the same retirement program through the Montana Public Employees Retirement Administration as is provided to other employees of the City. In addition, during the term of this Agreement, the City shall contribute an amount equal to fifteen percent (15%) of the Employee's base salary to a 401(a) plan; any portion limited by applicable contribution caps shall be provided through alternative compensation to ensure full payment of the fifteen percent (15%) benefit. For the purposes of this section, base salary shall be calculated in the same manner as all other non-represented City employees.

## **ARTICLE VI.**

### **Business Expenses/Holding office/performance evaluation/professional development**

**6.1 General Business Expenses.** In addition to the transportation expenses provided for in Section 5.3, Employer shall reimburse Employee for any approved business-related expenses including transportation expenses as those may be related to travel outside of Yellowstone County and incurred in the course of the Employee's official duties. Such expenses may only be reimbursed pursuant to City policy in the same manner as reimbursements for other employees. The Finance Director is authorized to disburse reimbursement upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits reflecting such expenses.

**6.2 Holding Office.** City Council approval is needed before the Employee agrees to hold office in any professional, business, or civic organization. The Employee may continue to hold any office held prior to the start of this appointment.

**6.3 Performance Evaluation.** The City Council may periodically review the performance of the Employee.

**6.4 Professional Development.** In addition to the transportation expenses provided for in Section 5.3, the City agrees to budget for and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are deemed as necessary for the Employee's professional development and for the good of the City.

**6.5 Local Civic Clubs and Organizations.** The City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

## **ARTICLE VII.**

### **HOURS OF WORK**

Employer recognizes that Employee must devote a great deal of time outside normal office hours on

business for the City. To that end, Employee shall be allowed to establish an appropriate work schedule.

## **ARTICLE VIII. INDEMNIFICATION**

Under Montana Code Annotated section 2-9-305, Employer will indemnify, immunize, and provide a defense to Employee if Employee is civilly sued for action taken within the scope of employment. Further, Employer agrees that notwithstanding Section 4.2(f), this obligation shall continue beyond Employee's service to Employer as long as litigation is pending. Employer agrees to pay Employee's reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

## **ARTICLE IX. BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## **ARTICLE X. MISCELLANEOUS.**

**10.1 Governing Law.** This Agreement shall be governed by the laws of the State of Montana.

**10.2 Severability.** The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

**10.3 Counterparts and Facsimile Signatures.** This Agreement and any amendments to this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this Agreement and any amendments to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

**10.4 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile or electronic mail if sent during normal business hours of the recipient, if not, then on the next business day; (iii) upon receipt, if sent by registered or certified mail or nationally recognized overnight courier. All notices shall be sent to Employer or Employee at the address set forth on the first page of this Agreement, or at such other address as either party may designate by notice pursuant to this Section.

**10.5 Entire Agreement.** The terms of this Agreement express and constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification, waiver or termination of this Agreement shall be binding, unless executed in writing by the party to be bound.

**10.6 Assignment.** This Agreement and all rights, entitlements, duties and obligations arising from it shall not be assignable in whole or in part by Employee except with the prior written consent of Employer.

**10.7 Public Document.** This Agreement is a public document and shall be available for inspection by the public.

**10.8 Consent to Electronic Signatures.** The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

\*\*\*\*\* End of Agreement Except for Signatures \*\*\*\*\*

The parties have executed this Agreement effective as the Effective Date.

EMPLOYER:

City of Billings

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Mayor

EMPLOYEE:

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Kevin Iffland