

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective June 1, 2008, by and between the **City of Prineville**, an Oregon municipal corporation, ("City") and **Wayne VanMatre** ("Wayne").

RECITALS:

- A. The City is in the process of recruiting and hiring a permanent City Manager.
- B. City desires to employ Wayne as Interim City Manager until a new permanent City Manager is hired.
- C. The parties desire to set out the terms of employment of Wayne as the City's Interim Manager.
- D. Prior to the effective date of this Agreement, Wayne served as the Director of golf operations for City's Meadow Lakes Golf Course. As Director of golf operations Wayne's salary is \$6,490.40 per month, plus \$125 per month longevity pay.

NOW, THEREFORE, in consideration of the following covenants the parties agree as follows:

- 1. Beginning the effective date, City agrees to employ Wayne as Interim City Manager to perform the functions and duties of City Manager as set out in City Ordinances No. 617, 845, 1000, and 1098 and other duties and functions that the City Council may from time to time assign.
- 2. City shall pay per month to Wayne for his services as Interim City Manager a monthly base salary of \$6,181.33, plus \$125 longevity pay for the month of June 2008 and a monthly base salary of \$6,490.40, plus longevity pay of \$125 per month beginning July 2008 through November 2008, unless Wayne resigns or is terminated before then.
- 3. If Wayne is still serving as Interim City Manager on December 1, 2008, Wayne's base monthly salary shall increase to \$7,916.66, plus \$125 per month longevity pay beginning with the month of December 2008. Such salary shall continue until a permanent City Manager is hired by City or Wayne is terminated or resigns.
- 4. If Wayne resigns or is terminated as Interim City Manager prior to September 30, 2008, City shall pay Wayne an additional amount of \$1,842.93 per month for a total monthly salary of \$8,333.33, plus longevity pay of \$125 per month for a total monthly compensation of \$8,458.33 per month for each month Wayne serves as Interim City Manager.
- 5. If Wayne serves as Interim City Manager beyond September 30, 2008, Wayne shall receive the monthly base salary described in Sections 2 or 3 above, plus, for a period of four years beginning July 1, 2009, City shall provide to Wayne the same medical, dental, and vision coverage that City provides for City employees for the same time period. This coverage would include employee plus one dependent for a period of three years and employee only for the fourth year.

6. In the event that Wayne resigns or is terminated as Interim City Manager, other than on the last day of a month, Wayne's salary (including longevity pay, if applicable, and car allowance) for that month shall be prorated for the number of days Wayne served as Interim City Manager up to and including the date of such resignation/termination.

7. The parties agree that unless Wayne is terminated as Interim City Manager for committing any felony, act of dishonesty, theft in any degree, willful misappropriations of City funds, or other acts of willful misconduct connected with his employment, as that term is defined by the State of Oregon employment law, that Wayne shall have the right to return to his position as Director of golf operations at City's Meadow Lakes Golf Course at a salary of \$6,490.40 base pay per month, plus \$125 per month longevity pay.

8. The City agrees to pay Wayne an allowance of \$400 per month reimbursement for operational and depreciation costs of maintaining an automobile which is used by Wayne in discharging his duties as Interim City Manager. Should Wayne's duties as Interim City Manager require him to travel an excess of 100 miles from Prineville, City will compensate him for the purchase of his fuel.

9. Wayne shall continue to receive the same fringe benefits as other City employees currently receive and such fringe benefits as may hereafter be provided by the City to its other employees.

10. In addition to serving as Interim City Manager, Wayne shall continue, to the extent possible, to supervise Meadow Lakes Golf Course as Director of Operations at no additional compensation other than as set out in this Agreement.

11. Wayne shall be reimbursed by City for expenses of a non-personal and generally job-affiliated nature.

12. Wayne will continue to participate in the State of Oregon Public Employees Retirement System as required by law. City will continue to contribute to this system on behalf of Wayne at the same rate as the City contributes for other City employees.

City of Prineville

By: _____

Wayne Van Matre