

INTERIM CITY MANAGER AGREEMENT

THIS INTERIM CITY MANAGER AGREEMENT is made this 5th day of November, 2024, by and between the CITY OF FRUITA (“Employer”), and SHANNON VASSEN (“Employee”)

WHEREAS, Employee is currently employed by Employer as the Assistant City Manager for the City of Fruita, Colorado; and

WHEREAS, the current City Manager, Michael P. Bennett, has submitted his resignation to pursue another career opportunity; and

WHEREAS, the Employer is or will soon be in the process of seeking to employ a new city manager; and

WHEREAS, the Employer has requested that the Employee assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until the Employer hires a new city manager and;

WHEREAS, the Employee has indicated his willingness to assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until a new city manager is hired.

NOW THEREFORE, IN CONSIDERATION OF THE OBLIGATIONS AND CONSIDERATION SET FORTH BELOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Designation of Employee as Interim City Manager. Employee is hereby designated Interim City Manager for the City of Fruita, Colorado for the Interim Period. The Interim Period is defined as commencing on December 3, 2024, and ending on the date that a new city manager has been hired and begins to perform the duties of city manager, unless the parties agree to a different date for the Interim Period or until the agreement is terminated as provided in Section 7, below. During the Interim Period Employee shall have all of the authority and all of the obligations of the Fruita City Manager as designated by Colorado statute, Fruita charter, set forth in **Exhibit A** attached hereto and incorporated by reference, and Fruita municipal code, and as specifically directed and authorized by the Fruita City Council.

2. Salary. Employer shall pay Employee an annual base salary in the amount \$140,000.00 payable in installments of pay periods at the same time as other employees of the City are paid.

3. Hours of Work. It is understood that the position of Interim City Manager requires attendance at evening meetings and occasionally a possible weekend meeting. It is understood by Employee that additional compensation and compensatory time shall not be permitted for such additional expenditures of time for the reason that Employee will be in an exempt position under the Fair Labor Standards Act (FLSA). It is further understood that Employee may absent himself from the office upon his exercise of “reasonable discretion” in consideration of these extraordinary time expenditures outside of normal working hours.

4. Vacation/Health Leave and other Benefits. In addition to the vacation leave accrued by Employee as Assistant City Manager, Employee shall be entitled to accumulation of an additional 4 hours of vacation time per month for a total of 14 hours per month. Sick leave accumulation shall remain at 8 hours per month.

5. Vehicle Allowance. The City shall provide the Employee with a vehicle allowance of \$400.00 per month, commencing with the first pay period starting after December 3, 2024, and payable via payroll check on the first pay date of each month. Employee shall then provide his own transportation as necessary in the performance of his duties. Employee shall maintain all liability insurance as required by the State of Colorado as his own expense.

6. Residency. Employee resides within the City.

7. Termination and Position Restoration. Employee remains an at will employee and therefore this Agreement may be terminated with or without cause. If the Agreement is terminated by Employer without cause, including upon the hiring of a new city manager, Employer shall restore Employee to his position as Assistant City Manager as it existed prior to entering into this Agreement, with all benefits existing thereunder at the time of termination, including any accrued vacation and sick leave in effect at the date of termination of this Agreement and with leave balances adjusted to reflect time accrued and used while serving as the Interim City Manager. In case of restoration to his former position under either of the foregoing reasons for termination under this Agreement, Employee’s compensation shall be adjusted to the Assistant City Manager 2024 salary if the Agreement is terminated in 2024; if the Agreement is terminated in 2025, Employee’s compensation shall be adjusted to the Assistant City Manager salary as budgeted in the 2025 Budget..

In the event Employee is terminated for cause, the Employer shall have no obligation for termination benefits as provided above. As used herein, “cause” shall mean:

- (a) Conduct by Employee that is fraudulent or dishonest, or
- (b) Employee’s conviction of a felony or crime involving moral turpitude under any federal or state law.

8. Governing Law. This Interim City Manager Agreement shall be construed and interpreted according to the laws of the State of Colorado and any action necessary to enforce, construe, or

interpret this Transition Agreement shall be maintained solely in Mesa County, Colorado.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by Matthew Breman, Mayor, and Employee has signed this Agreement the day of and year first written above.

ATTEST:

Debra Woods, Interim City Clerk

EMPLOYER:

By:_____
Matthew Breman, Mayor

EMPLOYEE:

Shannon Vassen