EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT("Agreement") is made and entered into the _____ day of December, 2015, by and between IVINS CITY, a municipal corporation of the State of Utah ("Ivins City") and DALE T. COULAM ("Manager"), collectively referred to as "the Parties."

RECITALS

WHEREAS, Manager has worked for Ivins City for more than eleven (11) years as the City Attorney, the last three of which he has served as both City Manager and City Attorney; and

WHEREAS, Ivins City desires to renew Manager's appointment as the Ivins City Manager for a term of four (4) years; and

WHEREAS, Manager will also continue to perform the duties of City Attorney and HR Director during the term of this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Purpose. The purpose of this Agreement is to provide for the continued employment of Manager as City Manager for Ivins City as provided by state law and the Ivins City Code.

3. Duties. Manager hereby agrees to perform the duties of City Manager as set forth in Section 2.02.106 of the Ivins City Code entitled: "Powers and Duties."

4. Compensation.

   a. Salary: In consideration of Manager performing the duties of City Manager, City Attorney and HR Director, Manager shall continue to receive his current salary along with performance increases each January in an amount similar to increases given to Department Heads and other employees during the term of this Agreement.

   b. Overtime. Manager is, and shall continue to be, considered an "Exempt" Employee and, as such, is not entitled to any overtime compensation under the Fair Labor Standards Act.

   c. Retirement Contributions. Ivins City shall continue to contribute the employer's contribution for Manager to the Utah State Retirement Plan or some other alternative retirement plan as permitted by state law. Manager may contribute additional amounts from his base salary to a retirement program.

   d. Social Security and Medicare Contributions. Ivins City shall continue to pay the required employer's contribution on Manager's salary to social security and medicare.

Manager shall be responsible for paying the employee's portion of social security and medicare.

e. Health Insurance. Ivins City shall continue to pay the family premium for health insurance benefits offered by Ivins City to its employees.

f. Additional Benefits. Manager shall be entitled to all other employee benefits in force on the date this Agreement becomes effective. In addition, Manager shall be entitled to twenty (20) working days paid vacation annually, which represents the maximum allowed by the Ivins City Employee Handbook.

5. Term of Employment & Termination. Manager shall continue to act as the Ivins City Manager from henceforth for a term of four (4) years. Within 60 days of the expiration of that term, Manager shall submit another renewal agreement to the Mayor and City Council for their consideration.

a. Involuntary Termination by Ivins City. In the case of Ivins City's involuntary removal of Manager from office, Manager shall be furnished with a written notice thereof at least thirty (30) days before the effective date of his removal. Unless the termination is for malfeasance or misfeasance in office, Manager shall be entitled to receive in all other cases of involuntary termination, including forced resignation, six (6) months' severance pay and benefits in return for which Manager agrees to be available for consultation and assistance to the new City Manager.

b. Voluntary Termination by Manager. In the event Manager decides to voluntarily resign from the position of City Manager, the Manager shall furnish Ivins City with a written notice of resignation at least thirty (30) days prior to the date of his resignation.

6. Residency. Manager shall continue, and throughout the term of this Agreement shall remain, a resident of Ivins City.

7 General Provisions.

a. Notice. Any notice required or desired to be given pursuant to this Agreement shall be given in writing by personal delivery to Manager or to the Mayor on behalf of Ivins City.

b. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and shall supersede any prior agreements, promises, inducements, representations or warranties made by either party pertaining to the employment of Manager.

c. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors in interest. Manager's rights and interests arising under this Agreement are personal and may not be assigned.

d. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

e. Amendment. This Agreement shall not be amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

IVINS CITY:

Chris Hart, Mayor

Attest:

Kari Jimenez, Ivins City Recorder

MANAGER:

Dale T. Coulam