EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT("Agreement"), effective as of the 4th day of September, 2025, by and between IVINS CITY, a municipal corporation of the State of Utah ("Ivins City") and CHARLES GILLETTE ("Manager"), collectively referred to as "the Parties."

RECITALS

WHEREAS, Ivins City desires to employ Manager as the Ivins City Manager; and

WHEREAS, Manager desires to serve as the Ivins City Manager; and

WHEREAS, the Parties have discussed the terms acceptable to each with regard to Manager's employment as the Ivins City Manager and hereby desire to reduce the terms of their agreement in writing.

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 employment of Manager as the Ivins City Manager. Manager acknowledges that except as set forth herein, Manager is an "at-will" employee of Ivins City.

3. Duties. Manager shall perform the duties of City Manager as set forth in the Ivins City Code.

4. Compensation and Benefits.

a. Salary. The City shall pay Manager an annual salary of $180,000.00, payable in the same manner as all full-time employees of Ivins City are paid.

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 and other Benefits. Ivins City shall contribute the employer's contribution for Manager to the Utah State Retirement Plan or some other alternative retirement plan as permitted by state law in the same manner as provided to all full-time employees of Ivins City. Manager may contribute additional amounts from his base salary to a retirement program.

d. Social Security and Medicare Contributions. Ivins City shall pay the required employer's contribution on Manager's salary to social security and medicare in the same manner as provided to all full-time employees of Ivins City. Manager shall be responsible for paying the employee's portion of social security and medicare.

e. Health Insurance. Ivins City shall provide insurance benefits to Manager in the same manner as provided to all full-time employees of Ivins City.

f. Additional Benefits. Manager shall be entitled to all other employee benefits provided to all full-time employees of Ivins City as of the date this Agreement becomes effective. To the extent any such benefits are altered, Manager's benefits shall be altered in the same manner.

g. Vacation Leave. Manager shall be entitled to twenty (20) working days paid vacation annually, which represents the maximum allowed by the Ivins City Employee Handbook, which shall accrue to Manager's benefit in the same manner as provided to all full-time employees of Ivins City.

5. Term of Employment & Termination. The term of this Agreement shall end on September 30, 2026. After the term ends, the Parties shall conduct a performance and salary review for the purpose of determining whether Manager's employment with the City will be continued and whether Manager's performance justifies a raise in compensation. To the extent Manager's employment continues after the term of this Agreement expires without renewal of this Agreement, Manager shall continue as an "at-will" employee at the then current salary with all of the benefits provided to full-time employees of Ivins City.

a. Election not to Renew. If Ivins City elects to not continue Manager's employment after the 1-year term ends for any reason other than malfeasance or misfeasance in office, Manager shall be entitled to receive four (4) months' severance pay and benefits.

b. Involuntary Termination by Ivins City. At all times relevant hereto, Ivins City shall have the right to terminate Manager for malfeasance or misfeasance in office as determined by the Ivins City Council in its sole discretion. If Manager is terminated for malfeasance or misfeasance in office, Manager shall not be entitled to any severance pay or benefits.

c. Voluntary Termination by Manager. At all times relevant hereto, Manager shall have the right to resign or otherwise cease his employment with Ivins City by delivering a written notice of resignation at least thirty (30) days prior to the date of his resignation. If Manager ceases employment with Ivins City for any reason other than Ivins City's election to not continue identified in Section 5.a. above, Manager shall not be entitled to any severance pay or benefits.

d. Residency. Throughout the term of this Agreement Manager shall be a resident of Ivins City or reside within 30 miles of Ivins City.

6. 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 effective the day and year first above written.

IVINS CITY:

_____
Chris Hart, Mayor

Attest:

_____
Kari Jimenez, Ivins City Recorder

MANAGER:

_____
Charles Gillette