

AGREEMENT
between
EAGLE MOUNTAIN CITY
and
Ifo Pili
for
CITY ADMINISTRATOR SERVICES

This Agreement is effective on last day of service of City Administrator John Hendrickson and is between Eagle Mountain City, a municipal corporation of the State of Utah referred to in this Agreement as "the City" and Ifo Pili referred to in this Agreement as "IP". This Agreement is entered with reference to the following facts.

The Mayor and City Council of Eagle Mountain City believe that it is in the best interests of the public to engage a City Administrator to assist in the administration of the municipal work of Eagle Mountain City. IP is selected by the Mayor of the City to fill the office of City Administrator.

The parties desire to enter into a contract for the services of IP as City Administrator to define the compensation and other terms under which IP is willing to serve as City Administrator of the City.

NOW, THEREFORE, in consideration of the mutual promises and compensation provided for herein, the parties agree as follows:

1. The City hereby employs IP as its City Administrator to perform the duties of City Administrator set forth in this Agreement and in the Personnel Policies and Procedures and job description formally adopted by Eagle Mountain City now and in the future and other duties as assigned.
2. IP will be paid salary compensation in the amount of \$111,508.80 annually and IP shall participate in all of the City employee benefit plans. IP will serve as City Administrator at the pleasure of the Mayor and City Council and therefore, this Agreement may be terminated by either party for the convenience of either party upon two (2) weeks notice stating the intent of the terminating party to terminate the Agreement and the date of termination for the termination of this Agreement. If IP is terminated by the City without cause, the City shall pay an amount equal to six (6) months salary as severance damage.
3. IP shall use his personal vehicle for City business and shall be paid a monthly car allowance of \$500.00 per month. IP may receive permission for unusual circumstances to use a City vehicle.

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4. IP shall accrue personal leave at the rate of 20 hours per year and sick leave at the rate of 3.7 hours per pay period or 96.2 hours per year.

a. IP shall accrue vacation leave at the rate of 3.08 hours per pay period or 80.08 hours a year for the first two (2) years and at the rate of 3.7 hours or 96.2 hours per pay period for each year after the first two (2) years. There shall be a cap of 240 hours leave and no further hours of leave shall accrue beyond the 240 hours maximum leave accrual. IP shall be paid ten (10) paid holidays per year in accordance with the standard City policies.

b. IP shall receive family coverage for dental and vision insurance as well as the standard offered Family Life Insurance plan. IP shall also be eligible for the City disability insurance plan and the long-term insurance care plan.

c. The City shall pay the Utah Retirement System's contribution as allowed and approved from time to time into the Utah Retirement System Pension Plan. The City will also pay up to 6.2% of the annual gross salary into a qualified 401-k, 457 or IRA plan through the Utah Retirement System.

d. The City will pay dues on behalf of IP to professional organizations such as the International City Manager's Association which will benefit the City.

5. IP shall devote all of his professional time to the duties of City Administrator of Eagle Mountain City and shall not hold a separate part-time job or perform services other than volunteer, religious, social or other community services so long as IP is employed by the City. Exceptions to this requirement shall be considered and if approved, be in writing approved by the Mayor.

6. IP shall work under the direction of the Mayor of Eagle Mountain City in the administration of City affairs; however, IP shall be responsive to requests of members of the City Council so long as such requests do not interfere with the administrative duties required by the Mayor in the performance of the administration of the City.

7. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

8. This Agreement constitutes the entire understanding and agreement between the parties, and supersede any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

9. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall effect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

10. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

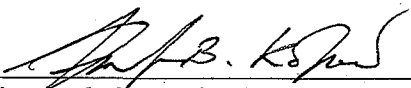
11. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

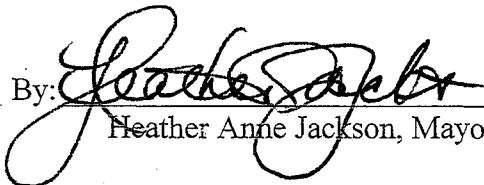
12. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

13. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

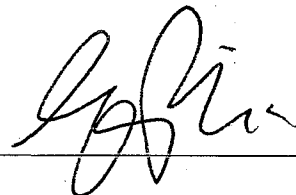
EAGLE MOUNTAIN CITY

ATTEST:


Fionmuala B. Kofoed, CMC
City Recorder

By: 
Heather Anne Jackson, Mayor




Ifo Pili