

RESOLUTION NO.

13-20

**TITLE: A RESOLUTION APPROVING THE SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN TOWN ADMINISTRATOR JOSEPH RACINE AND THE TOWN OF HUDSON**

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Sixth Amendment to Employment Agreement between Joseph A. Racine and the Town of Hudson, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute same on behalf of the Town.

INTRODUCED, READ and PASSED this 2<sup>nd</sup> day of October, 2013.



  
Linnette Barker Town Clerk

TOWN OF HUDSON, COLORADO

  
Neal Pontius, Mayor

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT (the "Sixth Amendment") is made and entered into this 7th day of October, 2013, by and between the Board of Trustees of the Town of Hudson, State of Colorado, a municipal corporation (the "Town"), and Joseph A. Racine (the "Town Administrator"), both of whom understand the following:

RECITALS

A. The Town and the Town Administrator entered into an Employment Agreement dated October 4, 2006 to employ the services of said Joseph A. Racine as Town Administrator for the Town of Hudson, Colorado (the "Original Agreement").

B. The parties entered into a First Amendment to Employment Agreement on April 16, 2008.

C. The parties entered into a Second Amendment to Employment Agreement on January 21, 2009.

D. The parties entered into a Third Amendment to Employment Agreement on October 7, 2009;

E. The parties entered into a Fourth Amendment to Employment Agreement on November 17, 2010;

F. The parties entered into a Fifth Amendment to Employment Agreement on October 5, 2011;

G. The parties desire to further amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 3 of the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment is further amended to read as follows:

3. Salary. Effective October 1, 2013, the base salary to be paid to the Town Administrator for his services as Town Administrator shall be Ninety Thousand, Three Hundred Fifty-Four Dollars and Eighty-Five Cents (\$90,354.85), annually, which shall be paid periodically in the same manner as

other employees of the Town are paid. Such salary may be increased by appropriate action of the Board of Trustees at any time.

In addition to such base salary, the Town Administrator shall receive such other benefits as follows:

- a. Sick/Personal leave to the extent provided under the Town of Hudson employee benefit package.
- b. Temporary disability - to the extent provided under the Town of Hudson employee benefit package.
- c. Long-term disability and dismemberment protection - to the extent provided under the Town of Hudson employee benefit package.
- d. Health insurance benefits shall be provided in the form of an expense reimbursement for the Town Administrator's Medicare Supplement in an amount not to exceed \$400 per month, and the Town Administrator may, at his option continue health insurance coverage for his eligible children as a continuation of the Town's current insurance policy under COBRA as a payroll deduction up to a maximum of eighteen (18) months from the date of this Sixth Amendment.
- e. Dental under the Town of Hudson employee benefit package for the Town Administrator and for his family.
- f. Life, accidental death and dismemberment insurance - to the extent provided under the Town of Hudson employee benefit package.
- g. Vacation accrual - to the extent provided under the Town of Hudson employee benefit package.
- h. The Town will contribute the employer's share of the applicable social security rate and will contribute an additional five percent (5%) of the Town Administrator's salary to the Town's 457 Deferred Compensation Plan.
- i. Funeral leave, jury duty and witness service shall be the same as for all other employees of the Town.
- j. The Town Administrator shall be entitled to any other leave and financial benefits provided to other employees on an equal basis as contained in the Town of Hudson's Employee Manual.
- k. The Town Administrator shall also be paid a monthly stipend of Fifty Dollars (\$50.00) to reimburse any costs and fees associated with Town Administrator's use of his personal cell phone and laptop for Town work. The

stipend shall be in lieu of the Town providing the Town Administrator with a Town-owned cell phone and laptop.

2. Section 4 of the Original Agreement as amended by the First Amendment is further amended to read as follows

4. Termination and Severance Pay.

a. In the event the Town Administrator is terminated by the Town Board of Trustees during such time that the Town Administrator is willing and able to perform the duties of the Town Administrator then, in that event, the Town agrees to pay the Town Administrator a lump sum cash payment in an amount equal to twelve (12) months' salary and health, dental, vision and other insurance, plus the Town's contribution to the pension plan as described in Section 3 g of this Agreement, to the extent that the Town Administrator is not one hundred percent (100%) vested in the pension plan at the time of termination; provided, however, that in the event the Town Administrator is terminated because of his conviction of any felonious act, in that event, the Town shall have no obligation to pay the aggregated severance sum designated in this paragraph.

b. In the event the Town at any time during the employment term reduces the salary or other financial benefits of the Town Administrator in a greater percentage than an applicable across-the-board reduction for all Town employees, or in the event the Town refuses, within thirty (30) days following written notice, to comply with any other provision benefiting the Town Administrator herein, the Town Administrator may deem himself to have been "terminated" at the date of such reduction of or such refusal of such formal request, and the Town shall comply forthwith within the meaning and context of the severance pay provision contained in paragraph 4 a, above.

c. In the event the Board of Trustees makes a formal request that the Town Administrator resign, the Town Administrator may deem himself to have been "terminated" within the meaning and context of the severance pay provision contained in paragraph 4 a., above; provided, however, the Town Administrator must agree either orally or in writing to the formal request by the Board of Trustees that he resign. In the event the Town Administrator does not agree either verbally or in writing to resign, the Town Administrator shall be deemed to have been terminated for all purposes within the meaning of this Agreement.

d. In the event the Town Administrator voluntarily resigns his position with the Town, the Town Administrator shall give the Town one (1) month's written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to. The Town Administrator shall not be entitled to, nor shall he receive, severance pay.

e. In addition to any and all forms of compensation mentioned above, at the time of termination or resignation, the Town Administrator is entitled to and shall receive pay for all accrued vacation time as set forth in the Employee Manual.

3. General Provisions.

a. This Sixth Amendment shall become effective commencing on the date first above written, unless otherwise stated in paragraph 1.

b. This Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement constitute the entire Agreement between the Town Administrator and the Town. None of the provisions of this Agreement may be amended, modified or changed, except via an additional written Amendment.



*Linnette Barker*

Linnette Barker, CMC, Town Clerk

BOARD OF TRUSTEES OF THE TOWN  
OF HUDSON

*Neal Pontius*  
\_\_\_\_\_  
Neal Pontius, Mayor

*Joseph A. Racine*  
\_\_\_\_\_  
Joseph A. Racine