

RESOLUTION NO.

18-05

TITLE: A RESOLUTION APPROVING THE NINTH AMENDMENT TO EMPLOYMENT AGREEMENT AND TEMPORARY EMPLOYMENT AGREEMENT UPON RETIREMENT

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

Section 1. The NINTH AMENDMENT TO EMPLOYMENT AGREEMENT AND TEMPORARY EMPLOYMENT AGREEMENT UPON RETIREMENT for Town Manager Joseph Racine, 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 3rd day of January, 2018.



TOWN OF HUDSON, COLORADO



Dwayne Haynes, Mayor

ATTEST:



Rebecca Utecht, Town Clerk-Treasurer

EXHIBIT A

NINTH AMENDMENT TO EMPLOYMENT AGREEMENT AND TEMPORARY EMPLOYMENT AGREEMENT UPON RETIREMENT

THIS NINTH AMENDMENT TO EMPLOYMENT AGREEMENT AND TEMPORARY PART-TIME EMPLOYMENT AGREEMENT UPON RETIREMENT (the Ninth Amendment") is made and entered into this 3rd day of January, 2018, by and between the Town of Hudson, a Colorado home rule municipality (the "Town"), and JOSEPH RACINE ("Racine").

- A. The Town and the Town Manager 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, 2010;
- E. The parties entered into a Fourth Amendment to Employment Agreement on November 17, 2011;
- F. The parties entered into a Fifth Amendment to Employment Agreement on October 5, 2012;
- G. The parties entered into a Sixth Amendment to Employment Agreement on October 2, 2013;
- H. The parties entered into a Seventh Amendment to Employment Agreement on October 16, 2014;
- I. The parties entered into an Eighth Amendment to Employment Agreement on October 5, 2016;
- J. Racine has notified the Town Council of his intent to retire, with the effective date of retirement from full-time employment being extended herein to January 31, 2018; and
- K. The Town and Racine desire that Racine continue on a temporary part-time basis, approximately three days per week, as interim Town Manager until a new Town Manager is selected and begins employment with the Town sometime after January 31, 2018, and thereafter to continue as a temporary part-time employee to assist the Town in the transition to a new Town Manager and to perform management-related tasks upon request.

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

1) SCOPE OF SERVICES

- A. The Parties incorporate the Original Agreement, and the previous Amendments thereto, by this reference (collectively, the "Original Agreement, as Amended"). The Parties agree that Racine

shall continue to serve as the full-time Town Manager under this Ninth Amendment through and including January 31, 2018. On January 31, 2018 (the "Retirement Date"), Racine hereby retires, and shall commence those duties set forth in Subsections B. and C. of this Ninth Amendment.

B. On the first pay date following the Retirement Date, Racine shall be paid all amounts due and owing under Section 3 of the Original Agreement, as Amended. Commencing on February 1, 2018, Racine shall be a temporary part-time employee hereunder, acting as interim Town Manager until a new Town Manager commences employment with the Town.

C. Upon the date the new Town Manager commences employment with the Town, Racine shall thereafter be a temporary part-time employee, assisting the Town with the transition for the benefit of the Town and the newly selected Town Manager and performing management-related tasks upon request, and subject to the termination provisions set forth in this Ninth Amendment. After the Retirement Date, the provisions regarding Termination in Section 4 of the Original Agreement, as Amended, shall no longer apply to Racine.

2) COMPENSATION

Until the Retirement Date, in consideration for the services specified herein by Racine, Racine the Town shall pay Racine in accordance with the Original Agreement, as Amended. After the Retirement Date, Racine shall be compensated at the part-time hourly rate of \$60.00 per hour for an amount of hours not to exceed twenty-four (24) hours in any calendar week without the mutual consent of the parties.

3) TERMINATION

Following the Retirement Date, termination of this Agreement shall be by written notice of not less than fourteen (14) days given by either party.

4) TEMPORARY EMPLOYMENT

The parties agree that following the Retirement date, Racine shall be a *temporary employee* as that term is defined in the Town of Hudson Personnel Policies (the "Manual"). The parties further agree that as a *temporary employee*, Racine is not eligible for any benefits provided under the Manual with the exception of the Town's contribution to Social Security and worker's compensation benefits. The parties further expressly agree that Racine shall not be entitled to unemployment insurance as a result of the termination of this Agreement for any reason.

V. INDEMNIFICATION

Racine shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the Town and pursuant to the terms of the Colorado Governmental Immunity Act. Racine shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

VI. COMPLIANCE WITH LAW

The work and services to be performed by Racine hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

VII. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

VIII .GENERAL PROVISIONS

A. This Ninth Amendment shall become effective commencing on the date first above written.

B. This Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the 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 Manager and the Town. None of the provisions of this Agreement may be amended, modified or changed, except via an additional written Amendment.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

TOWN OF HUDSON, COLORADO

By: _____
Dwayne Haynes, Mayor

ATTEST:

Rebecca Utecht, Town Clerk

Joseph Racine

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2018, by Joseph Racine.

My commission expires: _____

(S E A L)

Notary Public