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TOWN BOARD SPECIAL MEETING AGENDA
Tuesday, July 27, 2021
7:00 P.M.

To be held at the Carsten Board Room at 224 First Street.

1. Roll Call and Pledge of Allegiance.
2. Employment agreement with Wesley LaVanchy as Interim Town Administrator.
3. Public Comments.*
4. Adjourn.

** If you have public comment but are not comfortable attending in person due to COVID-19, please send the comments to gary@eatonco.org by Tuesday before noon, and they will be read into the record or otherwise shared with the Board during the meeting.*

**TOWN OF EATON EMPLOYMENT AGREEMENT
FOR INTERIM TOWN ADMINISTRATOR**

THIS EMPLOYMENT AGREEMENT FOR INTERIM TOWN ADMINISTRATOR (“Agreement”) is hereby made this _____ day of _____, 2021, by and between the **TOWN OF EATON, COLORADO**, a municipal corporation of the State of Colorado, and **WESLEY LAVANCHY**, an individual (collectively, the “Parties”).

WHEREAS, the Town of Eaton (“Town”) desires to employ Wesley LaVanchy (“LaVanchy”) to serve as the Interim Town Administrator for the Town of Eaton and as the Interim Executive Director for the Eaton Housing Authority; and

WHEREAS, LaVanchy desires to accept employment as the Interim Town Administrator for the Town of Eaton and as the Interim Executive Director for the Eaton Housing Authority; and

WHEREAS, the Town and LaVanchy desire to set forth terms and conditions of the employment relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties hereby agree as follows:

1. Employment and Duties. Commencing on August 1, 2021; the Town agrees to employ LaVanchy, and LaVanchy agrees to accept employment, as the Interim Town Administrator for the Town of Eaton and as the Interim Executive Director for the Eaton Housing Authority (collectively hereinafter, “Interim Town Administrator”) to perform the functions and duties specified by Colorado law, Section 2-4-2 of the Eaton Municipal Code and all other applicable laws, ordinances or regulations of the Town of Eaton and the Eaton Housing Authority, as adopted and in effect from time-to-time. LaVanchy further agrees to perform any other legally permissible and proper functions and duties as the Board of Trustees of the Town (“Town Board”) shall assign to him.

2. Compensation. The Town agrees to pay LaVanchy an annual salary of \$150,000 for his services as the Interim Town Administrator, payable in bi-weekly installments in the same manner and at the same time as other employees of the Town. LaVanchy recognizes and agrees that the position of Interim Town Administrator is an exempt position under the Fair Labor Standards Act, 29 U.S.C. §201 *et al.* (“Act”), and corresponding Colorado state statutes, rules and regulations, and that LaVanchy is not entitled to overtime compensation and is not bound by the record keeping provisions of the Act.

3. Term. The Town agrees to employ LaVanchy for a nine-month term, commencing on August 1, 2021, and terminating on April 30, 2022 (“Initial Term”). Unless either party provides written notice to the other party at least thirty-days prior to the end of the Initial Term that such party does not desire to continue with the employment relationship, this Agreement shall thereafter continue on a month-to-month basis, commencing on the 1st day of a given month and terminating on the last day of such month. If and when the term of this Agreement converts to month-to-month, and

without waiving the Town's right to terminate this Agreement as provided in Paragraph 4 below, either party may terminate the Agreement by providing thirty (30) days written notice to the other party.

4. Termination. Notwithstanding Paragraph 4 above, LaVanchy understands and agrees that he shall hold the office of Interim Town Administrator at the pleasure of the majority of the Town Board as provided in Section 2-4-1 of the Eaton Municipal Code, as amended, and that the Town Board may terminate this Agreement, and thus terminate LaVanchy's employment, at any time, with or without cause, by a majority vote of the entire Town Board. LaVanchy recognizes and agrees that any termination of employment is not subject to the provisions of C.R.S. § 31-4-307, and hereby waives any rights thereunder. Upon the termination of LaVanchy's employment with the Town, for any reason, LaVanchy shall not be entitled to severance pay and shall not be entitled to the continuation of the Town's benefits, except that LaVanchy may be entitled to the continuation of health insurance benefits at LaVanchy's expense as allowed by law.

5. Paid Time Off. LaVanchy shall be entitled to paid time off, including vacation and sick time, at the rate and in the manner set forth in the Town of Eaton Employee Handbook, as may be amended from time to time.

6. Insurance Benefits. On or about September 1, 2021, LaVanchy shall be entitled to the insurance benefits offered to other employees of the Town, including health, dental, vision, disability and life insurance benefits, as such benefits are in effect from time-to-time. LaVanchy must meet all the terms and conditions required by the individual carriers and pay any employee-required amounts in order to participate in the insurance programs. LaVanchy shall not be entitled to retirement benefits and shall not be entitled to participate in the Town's defined contribution plan.

7. Extended Absence. If LaVanchy is permanently disabled or is otherwise unable to perform the functions and duties set forth in Paragraph 1 for a period of two (2) successive weeks beyond any accrued sick leave, or for fourteen (14) working days over a thirty (30) working day period, the Town shall have the option to terminate this Agreement without prior notice. If so terminated, LaVanchy shall be compensated for any accrued, but unpaid, benefits.

8. Vehicle Expense. If LaVanchy uses his personal vehicle for Town-business, he shall be entitled to reimbursement for his mileage at the rate established by the Internal Revenue Service. LaVanchy agrees to maintain automobile liability insurance as required by Colorado law.

9. Dues, Subscriptions and Professional Development. The Town agrees to budget and pay for LaVanchy's dues and subscriptions for participation and membership in the Colorado Municipal League ("CML") and for LaVanchy's travel expenses to attend CML conferences, programs and seminars. Upon request of LaVanchy and approval of Town Board, the Town further agrees to budget and pay for the reasonable dues, subscriptions, and professional fees associated with LaVanchy's participation in other national, regional, state, and local associations that benefit the Town and for travel expenses related to attendance at conferences, programs and seminars sponsored by those organizations.

10. Exclusive Services. The Parties agrees that LaVanchy shall render services to the Town on a full-time basis. The Town, however, recognizes that LaVanchy may devote a great deal of time outside the normal office hours on business for the Town. To that end, LaVanchy shall be allowed to establish an appropriate work schedule that generally includes presence in the office during normal working hours and, absent extraordinary circumstances, attendance at Town Board meetings and other appropriate meeting and functions. During the period of employment with the Town, LaVanchy shall not be an employee of any person or entity other than the Town, unless he has first obtained the approval of a majority of the entire Town Board. If LaVanchy performs services for any person or entity other than the Town during the term of this Agreement, LaVanchy shall ensure that there is not a conflict of interest with the Town.

11. Non-Appropriation. Pursuant to Section 29-1-110, C.R.S., as amended from time to time, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

12. Dispute Resolution. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

13. Laws. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

14. Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

15. Assignment. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and LaVanchy. LaVanchy shall not be entitled to transfer or assign his interest in this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, written or oral.

17. Severability. If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

18. Return of Records. Upon termination of this Agreement, LaVanchy shall return to the Town all records, notes, documents and other items that were used, created or controlled by LaVanchy during the term of this Agreement relating to Town business.

19. No Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

20. Insurance Coverage. The Town is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). To the extent permitted by law and to the extent provided by the Town's CIRSA coverage, LaVanchy shall be defended and indemnified in his actions undertaken in his official capacity by the Town and pursuant to the terms of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* ("CGIA"). LaVanchy shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the CGIA.

21. No Presumption. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

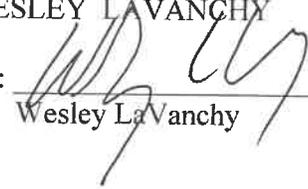
22. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed on the day and year first written above.

TOWN OF EATON, COLORADO

By: _____
Scott Moser, Mayor

WESLEY LAVANCHY

By: 
Wesley LaVanchy

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk