

1 RESOLUTION NO. 10

2
3 Series 2024

4
5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**
6 **BETWEEN THE TOWN AND THE SUMMIT COUNTY COMBINED HOUSING**
7 **AUTHORITY PERTAINING TO THE REIMBURSEMENT FOR SERVICES OF**
8 **THE SCHA EXECUTIVE DIRECTOR.**

9 WHEREAS, the Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne,
10 Colorado, have entered into a Third Amended and Restated Intergovernmental Agreement
11 (hereinafter "IGA") to provide for the establishment of the "Summit Combined Housing Authority"
12 ("SCHA") as a multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado
13 Revised;

14 WHEREAS, per Section 7(a) of the IGA, the SCHA Board shall annually select and
15 appoint the Executive Director;

16 WHEREAS, on February 28, 2024, the SCHA posted the opening for the position of the
17 SCHA Executive Director, which remained open for a period of 14 days, and on March 13,
18 2024, the SCHA Board selected Corrie Burr to serve as the Executive Director;

19 WHEREAS, Corrie Burr will serve in the capacity of the Executive Director while
20 maintaining her status as an at-will employee for the Town of Breckenridge;

21 WHEREAS, the Town has entered into an agreement with SCHA to continue the
22 employment of Corrie Burr with the Town with the understanding that she shall serve as the
23 Executive Director of the SCHA; provided, however, the SCHA shall reimburse the Town on a
24 monthly basis for such services under the terms and conditions set forth in the attached Exhibit
25 A, entitled "Intergovernmental Agreement between the Town and the SCHA for Services of the
26 Executive Director."

27 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
28 BRECKENRIDGE, COLORADO:

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30 **Section 1.** That the Town Council hereby approves the Intergovernmental Agreement
31 between the Town and the SCHA for services of the Executive Director, attached hereto as
32 **Exhibit A.**

33 **Section 2.** This resolution is effective upon adoption.

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RESOLUTION APPROVED AND ADOPTED this 26th day of March, 2024.

TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

**Intergovernmental Agreement Between the Town and the SCHA for
Services of the Executive Director**

WHEREAS, the Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne, Colorado, have entered into a Third Amended and Restated Intergovernmental Agreement (hereinafter "IGA") to provide for the establishment of the "Summit Combined Housing Authority" ("SCHA") as a multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised;

WHEREAS, per Section 7(a) of the IGA, the SCHA Board shall annually select and appoint the Executive Director;

WHEREAS, on February 28, 2024, the SCHA posted the opening for the position of the SCHA Executive Director, which remained open for a period of 14 days, and on March 13, 2024, the SCHA Board selected Corrie Burr to serve as the Executive Director;

WHEREAS, Corrie Burr will serve in the capacity of the Executive Director while maintaining her status as an at-will employee for the Town of Breckenridge effective March 25, 2024;

WHEREAS, Corrie Burr will be under the direct supervision of Board Member Shannon Haynes or as otherwise determined by the Board; and,

WHEREAS, Corrie Burr will continue to work for the Town of Breckenridge Housing Department on an interim basis one day a week until May 31, 2024 in order to assist in the transition of her prior duties as the Housing Program Manager.

NOW THEREFORE, in consideration the fee established herein and upon the mutual covenants, conditions, and promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Scope of Services.** Per the IGA, Section 7(f), the Executive Director shall serve as the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board. The attached Scope of Services, set forth in **Exhibit A** and incorporated herein by reference, sets forth the primary duties to be performed by the Executive Director, which may be amended from time to time by the Board.

2. **Term And Termination.** This Agreement shall take effect upon its execution by the Parties and shall continue for a period of one year unless otherwise agreed to in writing by both parties. Either Party may terminate its participation in this Agreement with or without cause upon 30 days prior written notice. The Executive Director may resign or may be removed in accordance with Section 7(g) of the IGA.

3. **Reimbursement to Town for Executive Director Compensation.** The SCHA shall compensate the Executive Director in the amount of \$188,505.00, which shall be paid by the Town as total compensation; provided, however, the SCHA shall reimburse the Town on a monthly basis on or before the 15th of the month in the amount of \$15,708.75. Such fee is inclusive of all costs to the Town under this Agreement, including but not limited to the insurance required under Section 8 below.

4. **Limitation of Liability.**

a. The Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Authority, or for any such acts committed by any officer, employee, or agent of the Authority.

b. The SCHA shall also not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or by an officer, employee, or agent thereof, except for the individual actions of the Executive Director while such employee is providing services to the SCHA under the terms and conditions of this Agreement.

c. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the involved Parties will cooperate with each other, and with the involved parties' insuring entities, in defending such claim or suit.

5. **No Authority to Bind.** While performing services for the SCHA, the Executive Director shall have no authority to act on behalf of the Town, bind the Town in any contract, or make representations to the public or in private on behalf of the Town.

6. **Independent Contractor Status.** The parties are independent contractors for purposes of this agreement and shall have no authority to act for or represent or in any way be deemed to be an agent of one another.

7. **Employment Status of Town Employees.** Nothing in this agreement shall be interpreted as altering the terms and conditions of the at-will employment status of the Town employee for purposes of their employment with the Town, including performance and disciplinary matters, and/or with respect to health and retirement benefits, workers' compensation insurance, unemployment insurance, and employee liability insurance.

8. **Insurance.** The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, sufficient General Liability Insurance, Comprehensive Automotive Liability Insurance, and Worker's Compensation Insurance, or adequate self-insurance funds covering the same.

9. **Records.** All records of the Town are kept in accordance with the Colorado Open Records Act and may be subject to disclosure under the Act. In the event the Executive Director makes or maintains records on behalf of a member jurisdiction, such records shall be treated in accordance with the laws, policies and practices of that member jurisdiction.

10. **Confidential Information.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other Parties or to which they may otherwise have access, except as may be required by law.

11. **General Provisions.**

a. **Notices.** All notices, requests, consents, approvals, reports, or other communications by the parties under this Agreement shall be in writing and shall be deemed to have been given or served to the parties as follows:

If to Town:

Shannon Haynes

With Copy to Kirsten Crawford

If to Authority:

Shannon Haynes

With Copy to Karl Hanlon

b. **Third Parties.** This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action, or other proceedings against either the Town or the Authority because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.

c. **Modifications.** No modification or waiver of this Agreement or any provision contained therein shall be valid unless in writing and duly executed by the parties.

d. **Agreement.** This written agreement supersedes any previous agreements, including the Intergovernmental Cooperative Agreement for Services dated September 18, 2023 and embodies the entire agreement between the parties hereto and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either the Town or the Authority other than those contained herein.

e. **Assignment.** Neither party may assign its rights or obligations under this Agreement to any party.

f. **Severability.** All provisions set forth herein are severable and in the event that this Agreement or any part thereof is held invalid by a court of competent jurisdiction, all other provisions not invalidated shall remain in full force and effect.

g. **Ability to Contract.** The SCHA has represented to the Town and the Town has likewise represented that it has the legal ability and authorization to enter into this Agreement.

h. **Governmental Immunity.** The Parties intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

i. **Applicable Law.** At all times during the performance of this Agreement, the Parties herein shall comply with all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.

IN WITNESS HEREOF, the parties have executed this Agreement the day and year as written above.

BY:

TOWN OF BRECKENRIDGE:

SUMMIT COMBINED HOUSING AUTHORITY:

Kelly Owens, Mayor Pro Tem

Shannon Haynes, Chair

DRAFT



**Intergovernmental Cooperative Agreement for Services
Exhibit A
Scope of Services – Executive Director – Corrie Burr**

Primary Duties

Policy and Strategy Development:

- Advising and consulting on the development of the vision, values, goals and strategic objectives of the Summit County Housing Authority (SCHA);
- Cultivating relationships and collaborating with housing related entities within and around Summit County, as well as engaging with local businesses, all Summit County municipalities, and non-profits to understand the needs of community members;
- Implementing organization policies and priorities; determining appropriate levels of service and staffing; allocating resources accordingly, preparing recommendations for the Board on policy matters, administrative practices and program performance; ensuring that the Board is kept up to date on relevant regulations, funding sources and program and policy changes;
- Continuously monitoring and evaluating the efficiency and effectiveness of the service delivery methods and procedures; assessing the workload, administrative and support systems; internal and external reporting relationships; opportunities for improvement and directing the implementation of changes.

Financial Responsibility:

- The SCHA Executive Director prepares and administers the annual Authority budget. This includes working with the SCHA Board and service providers to develop the budget; working with SCHA staff to integrate new project pro formas into the budget; overseeing cash management strategies and accounting systems; coordinating with SCHA staff in the preparation of the annual budget; recommending strategies for increasing revenues and decreasing expenses and assisting in the development and implementation of procurement and contracting policies. The Executive Director apprises the SCHA Board of significant fluctuations in budget projections and prepares regular budget reviews for the Board.
- Plan, direct and coordinate, through management staff, the Authority's work plans including a strategic plan and a five-year financial plan for the agency; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Manage and participate in the development and administration of the Authority budget; direct the monitoring and approve expenditures; direct the preparation of and implement budgetary adjustments. Ensure that the budget process is developed with the input of all staff and the Board and report in a transparent manner.
- Direct the analysis of community affordable housing needs; work with jurisdictions to plan and implement service programs to meet the identified needs; partner with public, non-profit and profit groups with varying sources of funding.
- Identify and secure opportunities for funding from Federal, State and local agencies; guide staff to prepare and submit required documents in response to proposals for funding.



Local, State, and National Representation:

- The SCHA Executive Director represents the Authority in local, state and national meetings regarding housing issues. The Executive Director is expected to interact with housing entities across the state that support and encourage public resources to be allocated to affordable housing and to bring these resources to projects within the SCHA member entities.
- The Executive Director will provide staff assistance to the SCHA Board and, on occasion, to the specific jurisdictional staff and elected officials to prepare and present professional staff reports and other necessary correspondence; prepare packets with background information ahead of and for Board meetings; attend all Board meetings as required; attend jurisdiction Town Council/Board meetings upon request; supervise the taking, recording and maintaining of minutes and other official documents.
- Participate on a variety of appropriate industry related boards and commissions as appropriate for the programs of the SCHA; attend and participate in professional group meetings; stay abreast of new trends, innovations, program requirements and regulations in the field of housing.
- Represent the Housing Authority to Summit County municipalities, other public agencies, elected officials and outside agencies; explain, promote and support Housing Authority programs, policies and activities; meet with community and resident groups; negotiate and resolve sensitive community member inquiries and complaints.

Supervision:

- The SCHA Executive Director performs supervisory functions for Housing Authority staff including hiring, orientation, establishing performance goals, delegating authority, problem-solving, training, evaluating employee performance and, if necessary, discipline. Initiates and manages on time performance-based reviews of employees and programs. Identifies measurable benchmarks and realistic projections for all functions of the department.
- The Executive Director will evaluate and manage employees and personnel actions shall be in accordance with the Summit County employee handbook, and the Town of Breckenridge employee policies and procedures, and Town of Breckenridge Core Values.
- Assure that the Authority and staff follow applicable local, state and federal regulations and Housing Authority policies.

Program Oversight:

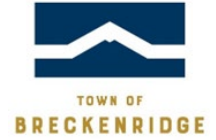
- The SCHA Executive Director oversees all activities of the department including operations, policy development, implementation, and budget. The Executive Director is responsible for initiating and managing specific studies and analyses as requested by the Board. The Executive Director coordinates legal matters for the Authority with the assigned or contracted attorney for the Authority.
- The SCHA Executive Director has full administrative responsibility for the day to day operation of the Authority, which includes but is not limited to: all Housing Authority services and activities including customer service (the SCHA maintains a physical resource customer service center open to the public 5 days/week); business management services;

administrative services; fiscal services; data and information resource gathering, clearinghouse of housing resources and availability; maintenance of studies that inform local housing needs and resources; appropriate marketing for SCHA products and resources; coordinate quarterly meetings with staff of each Authority member to review policies, best practices and ongoing activities; community outreach.

- The SCHA Executive Director oversees programs that may include: housing assistance and education including down payment assistance programs, loan payoffs and servicing; housing for sale programs including master deed restricted inventory and housing eligibility qualifications; deed restricted resale calculations; real estate tracking and lotteries; deed restricted property monitoring and audits; expanded property management services; housing for rent programs including rental inventory assistance, master lease programs and rental qualifications and administration. Program administration includes implementation and oversight of necessary technological solutions.
- The SCHA Executive Director will develop the following programs: development of housing incentives; one-stop-shop for inquiries regarding rental and for-sale properties; marketing and re-branding initiative; and the creation of Housing Navigator position(s) to assist the public in finding workforce housing. Program administration includes implementation and oversight of necessary technological solutions.
- In the long term, the SCHA Executive Director, with guidance from the Board and individual jurisdictions may develop cross jurisdictional and market impact projections and developer/owner rep services for jurisdictions; develop financial strategies/owner rep services for jurisdictions; and may create a SCHA division to assist with workforce housing construction management for jurisdictions.
- Ensure appropriate program monitoring, evaluation, disbursement of funds and fiscal control; oversee program compliance with related legislation including but not limited to proper grant management. Review, interpret and oversee implementation of HUD, DOH and other Federal and State policies and regulations.
- Establish and maintain effective working relationships with those contacted in the course of work including employees, participants in programs, residents of developments, government officials, community groups and the public and media representatives.
- Establish, lead, guide and work with the SCHA Advisory Group including establishing and overseeing project specific work groups (such as alternatives to AMI in resale calculations and/or development of a “universal” deed restriction) and recruiting members of the Advisory Group.

Public Relations:

- The SCHA Executive Director attends public meetings and collaborates with community groups, developers, municipalities, and governmental agencies to advocate for housing projects, develop housing policy and implement housing programs. The director creates presentations for informational meetings as well as formal public hearings; provides technical assistance as needed and maintains a current knowledge of applicable local, state and federal laws.
- Promote a harmonious relationship between SCHA and the constituent population by



demonstrating courteous and cooperative behavior when interacting with clients, visitors and the SCHA staff. Must conduct an annual survey or use any other customer service assessment tool to gauge resident satisfaction with the SCHA.