

FRASER RIVER VALLEY HOUSING PARTNERSHIP

Regular Meeting

Monday, July 24th, 2023

Winter Park Council Chambers

3:00 pm



Agenda

1. Meeting Call to Order
2. Public Comment
3. Action Items
 - a. Resolution 22: Approving an employment agreement for an executive director.
4. Discussion Items
 - a. Transition Plan
5. Other items for Discussion

FRASER RIVER VALLEY HOUSING PARTNERSHIP
RESOLUTION NO. 22
SERIES OF 2023

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR THE POSITION OF
EXECUTIVE DIRECTOR

WHEREAS, the Partnership, has adopted by-laws through Resolution 2, approved on August 22, 2022, which contemplate the position of an Executive Director in Section V.

WHEREAS, the Partnership desires to hire an Executive Director as defined in their by-laws and agrees to employ Employee as its Executive Director, and Employee accepts such employment with the Partnership on the terms and conditions set forth in the attached agreement;

WHEREAS, the board and its legal counsel has reviewed the attached employment agreement;

NOW THEREFORE, BE IT RESOLVED by the Fraser River Valley Housing Partnership board of directors as follows:

Section 1. The employment agreement is hereby approved and the board chair is authorized to execute the employment agreement in the form attached hereto.

APPROVED AND PASSED this 24th day of July, 2023 by a vote of _____ to _____.

FRASER RIVER VALLEY HOUSING
PARTNERSHIP

[_____], President

[_____], Secretary

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the Fraser River Valley Housing Partnership (the “Partnership”), and Rob Clemens, an individual (the “Employee”) (individually, a “Party” and together, the “Parties”), as of _____, 2023 (“Effective Date”).

RECITALS:

WHEREAS, the Partnership was created to address the shortage of affordable rental and homeownership opportunities for year-round residents of the Fraser River Valley; to protect, maintain and improve the quality of life in the Fraser River Valley and to retain a critical workforce; to identify and develop a diversity of housing structures to meet the needs of year-round residents; and to construct, develop, plan, finance, acquire, repair, maintain, and manage affordable and attainable housing in the Fraser River Valley (Granby, Tabernash, Fraser, Winter Park and unincorporated Grand County);

WHEREAS, Employee is a knowledgeable and experienced in public administration and public finance and knowledgeable about state grant programs and financing options for providing affordable housing and related community development activities;

WHEREAS, the Partnership desires to hire an Executive Director with such experience and agrees to employ Employee as its Executive Director, and Employee accepts such employment with the Partnership on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by the Partnership and Employee;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

EMPLOYMENT

1.1 Employment. As of the Effective Date, the Partnership hereby agrees to employ Employee, and Employee hereby accepts employment by the Partnership, on an “at will” basis, continuing until terminated by either party as set forth in this Agreement and subject to the rights upon termination as set forth in this Agreement.

1.2 Position. During the term of this Agreement, the Partnership shall employ Employee in the position of Executive Director. The Executive Director reports to the Fraser River Valley Housing Partnership Board. Employee shall have supervisory responsibility and authority with respect to the operation of the Partnership, in accordance with Section 1.3 below.

1.3 Duties. Employee acknowledges and agrees that as Executive Director, Employee’s primary role will be to develop and implement a strategy to facilitate the development of workforce housing units to benefit year-round residents of the Fraser River Valley. As such,

Employee agrees to serve the Authority and the citizens of the Fraser River Valley, and further agrees to perform diligently and to the best of Employee's abilities the duties and responsibilities identified in **Addendum A**, attached hereto, as well as such additional duties and services appropriate to such position which the Parties mutually may agree upon from time to time. Employee's employment shall also be subject to the policies maintained and established by the Town of Winter Park that are of general applicability to the Town of Winter Park's employees, as such policies may be amended from time to time, to the extent they do not otherwise conflict with the express terms of this Agreement, and unless and until the Partnership establishes its own employment policies.

1.4 Other Interests. Employee agrees, during the period of his employment by the Partnership, to devote all of his professional time and attention to the business and affairs of the Partnership. Prior to engaging, directly or indirectly, for any pay or remuneration as an employee, consultant, or director in any other business or businesses, whether or not similar to that of the Partnership, employee shall notify the board in writing.

1.5 Start Date. Employee will begin his employment with the Partnership on August 2, 2023.

1.6 Working Hours. Employee will work on a full-time basis and is required to work during normal working hours similar to those now worked by the Town of Winter Park employees.

ARTICLE II

COMPENSATION AND OTHER BENEFITS

2.1 Annual Salary. During Employee's employment with the Partnership, the Partnership shall pay Employee an annual salary of \$145,000, subject to usual and customary taxes and withholdings, payable in arrears in accordance with the normal payroll practices of the Town of Winter Park. The base salary in effect from time to time is referred to in this Agreement as the "Salary."

2.2 Retirement Benefit Plans and Fringe Benefits. Employee will be eligible to participate in the Town of Winter Park's normal retirement and other health and welfare benefit plans that are generally applicable to all employees of the Town of Winter Park, in accordance with the terms and conditions of those plans, unless and until the Partnership establishes its own retirement and other health and welfare benefit plans available to all Partnership employees. Employee shall be eligible for the same fringe benefits as are made available by the Town of Winter Park from time to time to employees of the Town of Winter Park, unless and until the Partnership establishes its own fringe benefits made available to all Partnership employees.

ARTICLE III

TERMINATION

3.1 Termination by the Partnership. The Partnership may terminate Employee's employment for any reason upon thirty (30) days' written notice to Employee, provided, however, that the Partnership may pay Employee's Salary for thirty (30) days in lieu of Employee working during such notice period.

3.2 Termination by Employee. Employee may terminate Employee's employment for any reason upon thirty (30) days' written notice to the Partnership, provided, however, that the Partnership may pay Employee's Salary for thirty (30) days in lieu of Employee working during such notice period.

ARTICLE IV

GENERAL PROVISIONS

4.1 Notices. Any and all notices, consents, documents or communications provided for in this Agreement shall be given in writing and shall be personally delivered, mailed by registered or certified mail (return receipt requested), sent via email, or sent by courier, confirmed by receipt, and addressed as follows:

(a) If to the Partnership:

Fraser River Valley Housing Partnership
ATTN: Board of Directors
50 Vasquez Road
PO Box 3327
Winter Park, CO 80482

(b) If to Employee:

Employee's address on file with the Partnership.

Such notice, consent, document or communication shall be deemed given upon personal delivery or receipt at the address of the party stated above or at any other address specified by such party to the other party in writing, except that if delivery is refused or cannot be made for any reason, then such notice shall be deemed given on the third day after it is sent.

4.2 Entire Agreement. This Agreement contains the entire understanding and the full and complete agreement of the Parties and supersedes and replaces any prior understandings and agreements among the Parties, with respect to the subject matter hereof.

4.3 Amendment. This Agreement may be altered, amended, or modified only in a written statement signed by both of the Parties hereto. Headings included in this Agreement are

for convenience only and are not intended to limit or expand the rights of the Parties. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

4.4 Assignability. This Agreement and the rights and duties set forth herein may not be assigned by Employee but may be assigned by the Partnership in the event of a subsequent merger where the Partnership is not the surviving entity, in whole or in part. This Agreement shall be binding on and inure to the benefit of each party and such party's respective heirs, legal representatives, successors and assigns.

4.5 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties expressed therein.

4.6 Dispute Resolution. Any action arising under or related to this Agreement or Employee's employment with the Partnership shall be brought in Colorado in a court of competent jurisdiction, and the Parties consent to the exclusive jurisdiction of such courts with respect to any such action. In any action arising under or related to this Agreement, the action shall be tried to a court without a jury. The prevailing party in any such action shall be entitled to its or his reasonable attorneys' fees and costs unless otherwise provided by the substantive claim asserted in the proceeding.

4.7 Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

4.8 Governing Law; Construction. This Agreement shall be governed by laws of the State of Colorado, without regard to conflicts of law.

4.9 Post-Employment Obligations. Termination of the employment relationship by either party and regardless of the reason (or lack thereof) shall not affect any right or obligation of any party which is accrued or vested prior to such termination. In the event of termination, employee will cooperate with the Partnership for transition.

4.10 Counterparts. This Agreement may be executed by electronic means, and it may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.11 Headings. The paragraph headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**FRASER RIVER VALLEY
HOUSING AUTHORITY**

EMPLOYEE:

By: [Insert Name]
[Title]

[Rob Clemens]

ADDENDUM A

Duties and Responsibilities for the Executive Director

GENERAL NATURE OF WORK:

Reporting to an appointed Board, the Executive Director has overall leadership responsibility for the planning, and implementation of the goals of the Fraser River Valley Housing Partnership (FRVHP) a multi-jurisdictional housing authority formed in 2022. Performs executive, leadership, and managerial work related to operations of the Partnership and related housing programs. Along with the Board, sets strategic long-term vision for the Partnership and is an integral part in improving affordable housing in the Fraser Valley. Work is anticipated to be fast paced, complex, and require strong executive skills and an entrepreneurial spirit.

MAJOR RESPONSIBILITIES:

- Provide leadership for the overall administration and implementation of programs, initiatives, and partnerships.
- Self-starter willing to build an organization from the ground-up including assessing needs and acquiring professional services for a variety of organizational needs.
- Responsible for the financial management of the Authority including: development and preparation of the annual operating budgets, maintaining performance and adequate internal controls, and seeks external financial sources for future projects. Works and coordinates with external financial management agencies/firms as needed.
- Leads creation and implementation of policy recommendations, funding approvals, partnership creation, and housing stewardship, at the direction of the Board.
- Proactively engages with the Towns and County to support their housing efforts and provide subject matter expertise.
- Responsible for researching and implementing new housing opportunities to meet the needs of Fraser Valley residents.
- Responsible for articulating the FRVHP's vision and developing and implementing the FRVHP's strategic plan to accomplish its mission, goals and objectives.
- Set the vision for staff culture while growing staff to meet programming needs. Assumes responsibility for the recruitment, professional development, and evaluation of staff.
- Coordinates Authority activities with those of other local, state, federal, and non-profit agencies for the delivery of affordable housing. Collaborates with local entities to facilitate review and revision of development code components as they relate to providing affordable and attainable housing or any relevant issues.
- Serves as the Fraser River Valley Housing Partnership's public relations ambassador representing the Partnership on various boards at federal, state and community functions.
- Acts as contracting officer for the Partnership at the direction of the Board.
- Creates Board and staff development opportunities to grow capacity in understanding below market housing dynamics, opportunities, challenges and

solutions.

- Responsible for the on-going evaluation and monitoring of all Housing Partnership programs, initiatives, and partnerships.

MINIMUM EDUCATION AND EXPERIENCE:

- Any combination of education and experience equivalent to a bachelor's degree in Public Administration, Business, or similar degree and several years of related experience. An understanding of housing development and financing, personnel management, and public administration is beneficial. Political leadership, advocacy and communication skills are important for this position as well.

DESIRED QUALIFICATIONS:

- Proven experience and results with development projects and ideally experience building rental and/or for sale housing projects.
- Leadership, communication, financial, and technical skills to create opportunities for housing projects and the ability to plan and implement housing projects.
- Ability to develop and understand a pro forma for project construction and operations.
- Experience building or managing below market housing.
- Experience working in mountain, resort, or rural communities.
- Experience procuring both design, construction, and project management talent for the purposes of building a housing project and managing that team to execute a successful development project.
- Experience with financing housing projects and the ability to leverage HUD, USDA, DOLA, low income tax credit, private, and locally available public funding, tax-exempt bonds, grants, and loans to create housing projects.
- Ability to work with local stakeholders, and applicable consultants to determine the market demand for housing and the ability to create actionable forward looking plans to create affordable housing.