



## City of Ketchum

August 1, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Independent Contractor Agreement #22121 with Housing Fellow, Rian Rooney**

#### Recommendation and Summary

*Goal 5: Inform, Engage + Collaborate*

*Action 9: Maintain internal capacity to staff key housing actions, initiatives, and community engagement.*

Staff is recommending the City Council approve Independent Contractor Agreement #22121 with Rian Rooney for Community Housing Strategic Services (up to 800 hours for Housing Fellow work and 100 hours for design services). This contract will ensure an experienced, knowledgeable resource assist part-time in developing housing programs and policy, create a funding data base, write grants, assist in community and partner outreach, and Housing Action Plan year two updates.

**"I move to approve the contract with Rian Rooney to serve as the City Housing Fellow"**

The reasons for the recommendation are as follows:

- Mr. Rooney possess the necessary knowledge and skills to execute the attached scope of work for the city.
- There is a strong need for assistance in implementing the Ketchum Housing Action Plan.
- The city currently has adequate funds for this contract in the Strategic Initiatives Account.

#### Introduction and History

The Housing Action Plan's year one actions, as approved in May, are ambitious yet achievable with appropriate and experienced assistance. Rian Rooney is committed to part-time assistance until May at the earliest while he continues working part-time for Teton County's Planning and Building Services Department. He has experience in long range planning for a comparable community, has a master's in urban planning from Harvard University, and experience in sustainability and digital advertising. He is also adept at the design software used in creating accessible materials for public consumption. Rian's experience, skills, and enthusiasm enable him to project manage specific actions and be a ready thought-partner for the City's Housing Strategist.

Rian will work remotely for the duration of his contract, except for one visit for intensive workshopping and community engagement.

Sustainability impact

Rian has experience in sustainability and an interest in the intersection of housing and sustainability. He would be well-positioned to further integrate 5B Climate Action Now and Housing Matters.

Financial Impact

Funds for contract will come from the Strategic Initiatives Fund account for a do not exceed amount of \$30,000 (\$25 per hour for Housing Fellow work and \$100 per hour for design work), as is outlined in the proposed housing budget.

Attachments:

1. Resume
2. Work Scope
3. Independent Contractor Agreement and Purchase Order 22121

# RIAN ROONEY

he, him, his / rian.rooney@gmail.com / 203.448.6248

## Education

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**Harvard University, Graduate School of Design**  
Master in Urban Planning, with Distinction

Cambridge, MA  
Graduated 2019

**Columbia University, Columbia College**  
Bachelor of Arts, Architecture, Cum Laude

New York, NY  
Graduated 2012

## Employment

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**Teton County Planning & Building Services Department**  
*Senior Long Range Planner*  
*Associate Long Range Planner*

Jackson, WY  
12/2021 - 5/2022  
2/2020 - 12/2021

Promoted to Senior Long Range Planner in under two years. Developed amendments to land development regulations and zoning map, reflecting stakeholder engagement and technical analysis to achieve policy goals. Reviewed and presented recommendations on applications to elected officials. Produced and presented indicator report to analyze community trends. Administered Teton County Scenic Preserve Trust.

**City of Newton Planning & Development Department**  
*Planning and Zoning Intern*

Newton, MA  
6/2018 - 6/2019

Drafted a new zoning map for a citywide update using ArcGIS and Adobe Creative Suite. Developed an Excel model to test and analyze development impacts and outcomes of new code. Presented maps and research to staff and city councilors.

**Tumblr**  
*Creative Strategist*

New York, NY  
1/2017 - 6/2017

Oversaw and advised clients and internal partners on creative and digital strategy on the Tumblr platform. Pitched and presented organic and promoted advertising strategies to brands based on knowledge of Tumblr platform, communities, and trends. Created internal sales materials and resources.

*Lead Advertising Operations Coordinator*

3/2015 - 12/2016

Managed and optimized digital advertising campaigns. Produced quantitative reports in Excel to analyze performance and make recommendations for clients and internal team. Assisted with development and testing of new products and features.

## Experience

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**Wright-Ingraham Institute, Field Stations Fellow**

Colombia  
7/2019 - 8/2019

Participated in an integrative landscape and sustainability workshop in Colombia. Researched land use, property relations, and extractive industries in rural areas and produced report summarizing findings and observations.

**Harvard Graduate School of Design, Graduate Researcher**

Oaxaca, MX  
5/2018 - 5/2019

Conducted field research in Mexico on post-earthquake reconstruction, infrastructure investment projects, and wind energy development. Produced a community-scale proposal for energy security and local, rural development that was presented at a symposium and published in a GSD publication in May 2019.

## SCOPE OF WORK

To implement the plan, we are now standing up a new housing department, likely to be shared with the local Housing Authority and other jurisdictions. The City seeks a Housing Fellow to assist in implementing the HAP, with the potential for continued employment. Pay is \$25 per hour, not to exceed 800 hours.

The Housing Fellow will be responsible for the following:

1. Draft program frameworks for housing preservation and new construction
  - Assist Housing Strategist and GIS contractor in categorizing and inventorying land and buildings for housing development
  - Develop Accessory Dwelling Unit incentives
  - Draft program guidelines for homeownership assistance and preservation
2. Draft policy
  - Assist in developing tenant displacement ordinance
  - Assist in developing an Analysis of Impediments, as per the City's Affirmatively Furthering Fair Housing obligation
  - Draft local non-discrimination ordinance
  - Identify/explore state and federal policy changes to advocate for
  - Assist Planning & Building team on zoning code changes, as needed
3. Create a funding database and grant writing
  - Create database of funding opportunities, including philanthropic and federal funds
  - Write grants for relevant funding opportunities
4. Assist in development of outreach materials
  - Draft verbiage for social media posts, monitor public responses
  - Draft verbiage for educational pamphlets, progress reports, etc.
5. Assist in updating the Findings Summary of the HAP, by analyzing quantitative and qualitative data
6. Other tasks, as needed

### Design Work Scope

The Housing Fellow's skills include material and graphic design. Since this is a different line item and pay rate than the Housing Fellow work, this work will be tracked separately. Pay is \$100 per hour, not to exceed 100 hours.

The Housing Fellow will assist in:

1. Housing Action Plan update and outreach. This includes virtual presentation materials, poster boards for open houses, and updating the HAP document.
2. Assistance in producing materials, such as educational pamphlets, progress reports, and training materials.



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #22121 WITH RIAN ROONEY  
FOR HOUSING FELLOW SERVICES**

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this \_\_\_ day of \_\_\_ 2022, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City"), and Rian Rooney ("Contractor").

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho. Pursuant to Idaho Code §50-301, et seq., the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
2. The City is experiencing affordable and community housing issues, and is pursuing strategic housing support services to address the issues and implement the Ketchum Community Housing Action Plan.
3. Contractor has the skills and expertise to independently assist and provide strategic housing services as identified.

NOW, THEREFORE, the parties agree as follows:

1. **Description of Services.** Contractor will serve as a Housing Fellow, providing support to the City's Housing Strategist, and in support of the implementation of the Ketchum Community Housing Action Plan, and tasks as further provided in the attached Scope of Work (together "Services").
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor at an hourly rate respective to the tasks and as specified on the Scope of Work. Contractor shall track and report to the City as to the tasks and activities and all time expended on City housing matters. With pre-approval City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. The contract will not exceed certain hours as specified on the Scope of Work.
3. **Term.** The term of this Agreement shall be through the duration of Services, not to exceed the specified maximum hours or one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties. Contractor shall provide the Services in a professional and timely manner. The City and the Contractor, at its sole and exclusive option, may terminate this Agreement without penalty upon thirty days written notice. In the event of such termination, Contractor shall submit a report of expenditures to the City.

4. **Independent Contractor.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of independent contractor.

(b) In rendering the services contemplated by this Agreement, Contractor is at all times acting as an independent contractor and not as an employee of City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

(c) Except as set forth in this Agreement, City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein. Contractor is allowed the discretion to subcontract with other entities as needed per the City's approval.

(d) Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents, and employees free, clear, and harmless from and against any and all losses, liabilities, costs, and expenses (including amounts paid in settlement and reasonable attorney fees), claims, penalties, judgments, and damages, resulting from or arising out of, by reason of any act, omission, or negligence of Contractor or its respective agents, employees, or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City, directly or indirectly, in conjunction with this Agreement.

6. **Miscellaneous.**

(a) City shall retain proprietary rights over all final findings, reports, and items relating to the Services.

(b) Contractor acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared for City, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code.

Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent of the City and approved by the City Council.
8. **Amendment.** This Agreement may not be modified or amended except in writing and as signed by all Parties.
9. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
10. **Law of Idaho.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**RIAN ROONEY**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Rian Rooney

ATTEST:

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Lisa Enourato  
Interim City Clerk



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22121**

<b>To:</b> 5853 RIAN ROONEY	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/28/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	LEASE TO LOCALS RENTAL PROGRAM 54-4410-4200	30,000.00	30,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		30,000.00

\_\_\_\_\_ Authorized Signature