



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve contract 24061 with Rian Rooney

Reasons for Recommendation:

- Rian Rooney has been a vital asset to the Housing Department and will continue to add value
- On contract, Rian’s hours can fluctuate as Housing Department needs change

Policy Analysis and Background (non-consent items only):

**Goal 1: Produce + Preserve Community Housing**  
**Goal 2: Update Policy to Promote Community Housing**  
**Goal 4: Expand + Leverage Resources**  
**Goal 5: Inform, Engage + Collaborate**

Rian has proved a valuable and vital asset for the Housing Department since his first contract in July 2022. Rian oversaw the update to a county wide Housing Needs Assessment last Spring. He created a how-to guide on ADU development and is well-positioned to create an ADU incentive program. His planning education and experience make him an ideal liaison with other jurisdictions’ planning departments for housing-related reviews on behalf of BCHA, and for interfacing with Ketchum’s Planning Department on code and Comprehensive Plan updates. He’s been integral in two grant applications, one through Idaho Housing and Finance Association and the most recent one of \$5 million to HUD. There are several other contributions Rian has made to furthering Ketchum’s Housing Action Plan.

He has the expertise and ability to work on any project within the Housing Department and is able to operate independently from his remote office, with regular one-on-one check-ins with the Housing Director.

The Housing Department budget for FY24 is for the full amount of the proposed contract, \$96,250. Since it is already January, and dependent on any changes to Rian’s other commitments, it is expected that this contract amount would carryover to FY25.

Financial Impact:

None OR Adequate funds exist in account:	Adequate fund in Housing Department budget
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Attachments:

1. Updated, redlined contract
2. Final contract and Purchase Order 24061



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT 24061 WITH RIAN ROONEY  
FOR HOUSING FELLOW SERVICES**

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this \_\_\_ day of \_\_\_ 2024, 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 Director, 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. 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 or the Contractor, at its sole and exclusive option, may terminate this Agreement without penalty upon thirty days written notice to the other party. 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:

\_\_\_\_\_  
Trent Donat  
City Clerk

## FY 2024 HOUSING FELLOW SCOPE OF WORK

The Housing Fellow will assist in implementing the Housing Action Plan for the City of Ketchum and may provide services to the Blaine County Housing Authority, as necessary. Pay is \$70 per hour, not to exceed \$91,050 or 1,300.7 hours.

The Housing Fellow will be responsible for the following:

1. Draft program frameworks for housing preservation and new construction
  - Assist Housing Director in categorizing and inventorying land and buildings for housing development
  - Develop Accessory Dwelling Unit incentives and communications.
  - Implement homeownership assistance and preservation program
  - Assist with Charitable Sale Implementation and Development
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. Grant writing
  - 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 annual Housing Action Plan, by analyzing quantitative and qualitative data
6. Blaine County Housing Authority Support
  - Review and assist with updates to program policies
  - Analysis of annual income limits and rent maximums
  - Review planning applications and provide public comments on behalf of BCHA
  - Other tasks as needed.
7. 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 \$5,200 or 52 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.
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Neil Bradshaw, Mayor

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Rian Rooney

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**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: 24061**

<b>To:</b> 5853 RIAN ROONEY 21A ST. FELIX ST APARTMENT 3 BROOKLYN NY 11217	<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
01/11/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	INDEPENDENT CONTRACTOR FOR HOUSIN 54-4410-4200	96,500.00	96,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		96,500.00

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