



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

I move to approve Carissa Connelly as the manager of BCHA's contracts.

Reasons for Recommendation:

- The city's Housing Director manages workload for program administrator Kylie Anderson and is the primary point person for City staff support. Contractors' roles are to support Kylie's work and the overall operations of BCHA.
- Direct communication is challenging without clear roles and responsibilities.

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

Ketchum City staff are finding that there is duplication of management of BCHA's office and responsibilities. This can confuse staff about who to report to on what and who has the authority to make what decisions. To minimize confusion and streamline communication, staff request that Carissa Connelly – as the manager of the housing budget and staff workload – manage any contracts that BCHA is involved with. Carissa will work closely with Kylie Anderson (BCHA's Program Administrator) to track progress, determine ongoing needs based on Kylie's capacity, and review invoices.

Contracts include but are not limited to: Ann Sandefer and Sunny Shaw.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Ann Sandefer Contract
2. Sarah Michael Contract
3. Anna Mathieu

BCHA PROGRAM SERVICES-INDEPENDENT CONTRACTOR **AGREEMENT**

AGREEMENT made and entered on this **10 day of May 2023**, by and between the Blaine County Housing Authority ("BCHA") and Ann Sandefer ("Contractor"):

WHEREAS, the BCHA and Contractor desire to enter into an independent contractor agreement to provide professional services to assist with BCHA programs and ensuring compliance of homeowners with BCHA deed restrictions and BCHA rental recertifications

WHEREAS, the BCHA is duly authorized and empowered to enter into such an agreement;

WHEREAS, the Contractor has experience and desires to provide services relating to BCHA programs as an independent contractor;

NOW THEREFORE, in consideration of the above recitals and the agreements, covenants, conditions and mutual promises set forth below, it is hereby agreed as follows:

1. SERVICES PROVIDED: BCHA hereby contracts with Contractor as an independent contractor to complete and perform the services of Program Administrator for the BCHA as outlined in Attachment A including, without limitation, support of and consultation with the BCHA Program Administrator and the BCHA Board of Commissioners. This Agreement will be administered by the City of Ketchum Housing Department in consultation with the BCHA Board.

2. TERM OF AGREEMENT: The term of this professional services contract shall be from May 10, 2023, until September 30, 2023. This agreement may be terminated with a fourteen (14) day written notice by the City of Ketchum with approval by the BCHA Chair or the Contractor.

3. WORK HOURS AND COMPENSATION:

- A. BCHA agrees to pay compensation to Contractor at the rate of \$35.00 per hour twice a month. BCHA and Contractor agree that all expenses are to be paid out of the monthly compensation and not in addition to it.
- B. Contractor shall submit invoices setting out (1) the dates work was performed, (2) a description of the work performed, and (3) the number of hours billed for each task. Invoices shall be submitted not later than five (5) days following the end of the payment period. Invoices shall be submitted to the Executive Director. Upon approval of the BCHA Program Administrator, payment shall be made within five days of the final date the invoice was due.

- C. Contractor shall provide services under this Agreement on Mondays and Fridays each week for an average total of 16 hours each week. Contractor may switch workdays to other days or exceed or work less than 16 hours in any one week, upon not less than 48 hours notice to and the written approval of the City of Ketchum Housing Department or BCHA Board Chair.

4. INDEPENDENT CONTRACTOR:

- A. The parties agree that Contractor is the independent contractor of BCHA and in no way an employee or agent of BCHA and is not entitled to any benefit of employment with the BCHA.
- B. BCHA will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; make state or federal unemployment compensation contributions on Contractor's behalf; and will not withhold state or federal income tax from Contractor's payments.
- C. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide BCHA with proof that such payments have been made.
- D. BCHA will not make state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

5. EQUIPMENT: BCHA has no responsibility for security or protection of Contractor's supplies or equipment. BCHA shall provide Contractor workspace with a computer and access to printers and supplies. BCHA shall provide access to all plans, submitted information, materials, and other related resources in its possession, which are necessary for Contractor's performance under this Agreement.

6. WORK PRODUCT: Contractor agrees that all work performed under this Agreement is for the benefit of the BCHA and hereby transfers and assigns to BCHA all of its rights to the work performed.

7. OUTSIDE WORK AND CONFLICTS: Contractor may perform work for third party clients, provided such work does not create an actual or potential conflict of interest with BCHA. When Contractor becomes aware of a conflict or potential conflict in a matter with which she is involved, Contractor shall notify the Executive Director and the BCHA Board Chair.

8. CONFIDENTIALITY: Contractor acknowledges that it will be necessary for BCHA to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this

Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

9. INDEMNIFICATION: BCHA agrees to indemnify, defend, and hold harmless Contractor from any and all claims, costs, liability, judgement, complaint, judicial review petition or cause of action filed against Contractor relating to a claim based upon acts or omissions of Contractor performed with the scope of Contractor duties under this agreement, no matter what the basis of the claim, complaint or liability may be, including negligence, but excluding the intentional and willful misconduct of Contractor. BCHA retains the right to select legal counsel to represent Contractor in any such claim, cost, liability, judgement, complaint, judicial review petition, or cause of action filed against Contractor in Contractor's individual capacity, subject to the approval of activities of Contractor undertaken by Contractor pursuant to this agreement, no matter what the basis of the claim, complaint, or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of Contractor.

10. COMPLIANCE WITH LAWS: Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in his performance under this Agreement. Contractor shall possess a valid Idaho driver's license during the term of this Agreement.

11. ASSIGNMENT: Contractor may not assign, sub-contract, or delegate his rights and duties hereunder to any person or entity without the prior written consent of BCHA.

12. WAIVER. The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any right or remedies that said party may have and shall not be deemed a waiver of any preceding or subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person. No covenant, term or condition or the breach thereof shall be deemed waived, except by the written consent of the party against whom the waiver is claimed.

13. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

14. AUTHORITY OF THE BLAINE COUNTY HOUSING AUTHORITY. Contractor understands and agrees that only BCHA, through its Board and the City of Ketchum, is empowered to alter, amend, modify, revoke, and permit waiver, assignment, sub-contract, and delegation under this agreement. Contractor shall not rely upon any representation, warranty or other statement by any other employee or agent of BCHA, and any such reliance by Contractor shall be at Contractor's peril and shall not give rise to any claim or cause of action, in law or equity, against BCHA, its employees or agents.

15. REPRESENTATIONS. Contractor agrees and warrants that in entering into this agreement it

has relied upon no representations, express or implied, of the BCHA, the City of Ketchum, employees, or agents that are not expressly stated herein.

17. SUCCESSORS AND ASSIGNS. Unless otherwise provided in this agreement, this agreement inures to the benefit of, will be binding upon the parties and their respective heirs, representatives, successors, and permitted assigns.

18. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as result of the drafting and preparation of this agreement. The heading and captions of paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of this agreement.

19. SEVERABILITY. If any term or provision of this agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. VENUE AND GOVERNING LAW. If an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

21. ATTORNEY FEES. If any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

22. AMENDMENT. This agreement may be altered, amended, modified, or revoked only by written instrument duly executed by the parties hereto.

23. ENTIRE AGREEMENT. This instrument constitutes and embodies the entire integrated agreement between the parties. The parties agree that all prior and contemporaneous oral and written agreements between and among themselves and their agents or representatives relating to this agreement are merged in and superseded by this agreement. No modification, amendment, or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.

24. SERVICE OF NOTICE. Any notice may be served upon BCHA by certified mail addressed to:

Blaine County Housing Authority

P.O. Box 4045
Ketchum, ID 83340

Any notice may be served upon Contractor by certified mail addressed to Contractor at:

Ann Sandefer
PO Box 6806
Ketchum, ID 83340

Service of notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

EXECUTED and effective as of the day and year provided above.

Ann Sandefer
PO Box 6806
Ketchum, ID 83340

Date

For the Blaine County Housing Authority

Keith Perry
Blaine County Housing Authority
PO Box 4045
Ketchum, ID 83340
(208) 788-6102

Date

Attachment A – Compliance Contractor Duties and Responsibilities

DUTIES – During the term of this Agreement, Contractor will assist the BCHA Program Administrator with the following duties:

- Undertake BCHA Homeowner compliance with deed restrictions.
- Recertify the eligibility of renters in BCHA rental properties.
- Review and input data from completed community housing applicants;
- As requested, assist BCHA Program Administrator in the duties listed within the Program Administrator's duties and responsibilities.
- Prepared compliance updates to the BCHA Board monthly

INTERIM EXECUTIVE DIRECTOR -INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made and entered on this 18 of May 2022, by and between the Blaine County Housing Authority ("BCHA") and SARAH MICHAEL ("Contractor"):

WHEREAS, the BCHA and Contractor desire to enter into an independent contractor agreement for Contractor to provide professional services as interim Executive Director of the BCHA related to the overall administration and leadership of the BCHA;

WHEREAS, the BCHA is duly authorized and empowered to enter into such an agreement;

WHEREAS, Contractor has demonstrated expertise in leading and administrating programs of the BCHA in her role as Chair and desires to provide the services of as Interim Executive Director to the BCHA on an independent contractor basis.

NOW THEREFORE, in consideration of the above recitals and the agreements, covenants, conditions and mutual promises set forth below, it is hereby agreed as follows:

1. SERVICES PROVIDED: The BCHA hereby contracts with Contractor as an independent contractor to complete and perform the services of Interim Executive Director of the BCHA as outlined in Attachment A including, without limitation, support of and consultation with the BCHA Board Chair and the BCHA Board of Commissioners. This Agreement will be administered of behalf of the BCHA by the BCHA Board Chair.

2. TERM OF AGREEMENT: The term of this independent contractor professional services Agreement starts on May 18, 2022, and continues until terminated by either party serving a written 7 day notice of termination on the other party.

3. WORK HOURS AND COMPENSATION:

- A. The BCHA agrees to pay compensation to Contractor at the rate of \$50.00 per hour not to exceed 240 hours a month, except as authorized by the BCHA Chair.
- B. Contractor shall submit monthly invoices setting out (1) the dates work was performed, (2) a description of the work performed, and (3) the number of hours billed for each task. Invoices shall be submitted not later than three (3) days following the end of the month to the Board Chair. Upon approval of the Chair of the Board, payment shall be made within five days of the final date the invoice was due.
- C. The BCHA and Contractor agree that all expenses are to be paid out of the monthly compensation and not in addition to it

4. INDEPENDENT CONTRACTOR:

- A. The parties agree that Contractor is the independent contractor of the BCHA and in no way an employee or agent of the BCHA and is not entitled to any benefit of employment with the BCHA.

- B. The BCHA will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; make state or federal unemployment compensation contributions on Contractor's behalf; and will not withhold state or federal income tax from Contractor's payments.
- C. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes. Upon demand, Contractor shall provide the BCHA with proof that such payments have been made.
- D. The BCHA will not make state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

5. EQUIPMENT: The BCHA has no responsibility for security or protection of Contractor's supplies or equipment. The BCHA shall provide access to all plans, submitted information, materials, and other related resources which are necessary for Contractor's performance under this Agreement.

6. WORK PRODUCT: Contractor agrees that all work performed under this Agreement is for the benefit of the BCHA and hereby transfers and assigns to the BCHA all its rights to the work performed.

7. OUTSIDE WORK AND CONFLICTS: Contractor may perform work for third party clients, provided such work does not create an actual or potential conflict of interest with the BCHA. When Contractor becomes aware of a conflict or potential conflict in a matter with which she is involved, Contractor shall notify the BCHA Board Chair.

8. CONFIDENTIALITY: Contractor acknowledges that it will be necessary for the BCHA to disclose certain confidential and proprietary information relating to itself, its applicants and residents, and others accessing the BCHA's services to Contractor for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the BCHA and the others. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the BCHA and the others without the BCHA's prior written permission, except to the extent necessary to perform services under this Agreement on the BCHA's behalf.

9. INDEMNIFICATION: The BCHA agrees to indemnify, defend, and hold harmless Contractor from any and all claims, costs, liability, judgement, complaint, judicial review petition or cause of action filed against Contractor relating to a claim based upon acts or omissions of Contractor performed with the scope of Contractor duties under this Agreement, no matter what the basis of the claim, complaint or liability may be, including negligence, but excluding the intentional and willful misconduct of Contractor. The BCHA retains the right to select legal counsel to represent Contractor in any such claim, cost, liability, judgement, complaint, judicial review petition, or cause of action filed against Contractor in Contractor's individual capacity, subject to the approval of activities of Contractor undertaken by Contractor pursuant to this Agreement, no matter what the basis of the claim, complaint, or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of Contractor.

10. WORKERS' COMPENSATION: While performing duties within the scope of work as set

forth in this Agreement, Contractor shall not be under the BCHA's worker's compensation liability policy.

11. COMPLIANCE WITH LAWS: Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in his performance under this Agreement. Contractor shall possess a valid Idaho driver's license during the term of this Agreement.

12. ASSIGNMENT: Contractor may not assign, sub-contract, or delegate his rights and duties hereunder to any person or entity without the prior written consent of the BCHA.

13. WAIVER. The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any right or remedies that said party may have and shall not be deemed a waiver of any preceding or subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person. No covenant, term or condition or the breach thereof shall be deemed waived, except by the written consent of the party against whom the waiver is claimed.

14. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

15. AUTHORITY OF THE BLAINE COUNTY HOUSING AUTHORITY. Contractor understands and agrees that only the BCHA, through its Board Chair, is empowered to alter, amend, modify, revoke, and permit waiver, assignment, sub-contract, and delegation under this Agreement. Contractor shall not rely upon any representation, warranty or other statement by any other employee or agent of the BCHA, and any such reliance by Contractor shall be at Contractor's peril and shall not give rise to any claim or cause of action, in law or equity, against the BCHA, its employees or agents.

16. REPRESENTATIONS. Contractor agrees and warrants that in entering into this Agreement it has relied upon no representations, express or implied, of the BCHA, its Executive Director, employees, or agents that are not expressly stated herein.

17. SUCCESSORS AND ASSIGNS. Unless otherwise provided in this Agreement, this Agreement inures to the benefit of, will be binding upon the parties and their respective heirs, representatives, successors, and permitted assigns.

18. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as result of the drafting and preparation of this Agreement. The heading and captions of paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of this Agreement.

19. SEVERABILITY. If any term or provision of this agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. VENUE AND GOVERNING LAW. If an action is brought to enforce or interpret this Agreement,

the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

21. ATTORNEY FEES. If any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

22. AMENDMENT. This Agreement may be altered, amended, modified, or revoked only by written instrument duly executed by the parties hereto.

23. ENTIRE AGREEMENT. This instrument constitutes and embodies the entire integrated agreement between the parties. The parties agree that all prior and contemporaneous oral and written agreements between and among themselves and their agents or representatives relating to this Agreement are merged in and superseded by this Agreement. No modification, amendment, or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the BCHA Board.

24. SERVICE OF NOTICE. Any notice may be served to the BCHA by email or mail addressed to:

Chair Keith Perry
BCHAChair@bcoha.org Blaine
County Housing Authority 191
Sun Valley Road
P.O. Box 4045
Ketchum, ID 83340

Any notice may be served upon Contractor by email or mail addressed to Contractor at:

Sarah Michael
P.O. Box 3060
Sun Valley, ID 83353
Ms.sarahmichael@gmail.com

Service of notice shall be deemed complete upon the date of the postmark (if served by mail) or the email sent date (if served by email). Either party may change the address for service of notice by written notice to the other party.

EXECUTED and effective as of the day and year provided above.

Date

Sarah Michael
Contractor

Keith Perry, Chair
Blaine County Housing Authority
191 Sun Valley Road
PO Box 4045
Ketchum, ID 83340
(208) 788-6102

Date

Attachment A – Duties and Responsibilities

DUTIES – During the term of this Agreement, Contractor shall perform the duties listed in this section as requested by the BCHA Chair. The Blaine County Housing Authority (BCHA) Interim Executive Director is responsible for creating and managing housing programs and providing housing support services that will make the BCHA the go-to housing resource for the residents, housing program applicants, local governments, nonprofits, and real estate professionals and developers with the goal of expanding residents' and workers' access to safe, desirable, and affordable housing in the cities of Ketchum, Sun Valley, Hailey, and Bellevue, and the unincorporated territory of Blaine County, Idaho.

Primary Job Responsibilities:

- Supervises staff in the management of BCHA asset management programs, including the maintenance of an accurate and up-to-date database of qualified applicants for BCHA and managing the BCHA inventory of for-sale and rental community housing.
- Hires and supervises contractors to assist in the operation and management of BCHA programs and properties.
- Oversees the Lift Tower Lodge repairs, supervises the Lift Tower Lodge manager and service providers. Leads County efforts to secure transitional housing at Silver Creek Living.
- Develops the BCHA 2023 FY Budget and presents budget requests to key funders. Serves as liaison with Blaine County cities.
- Develops partnerships with Blaine County non-profits working to provide services and address housing challenges in Blaine County.
- Undertakes advocacy on affordable and workforce housing issues in the communities of Blaine County.
- Writes grants to support BCHA and other housing programs.
- Recommends policies and programs to the BCHA Board and its local partner jurisdictions and organizations (including nonprofits, real estate professionals, and developers) that result in the development of new and the preservation of existing affordable and workforce housing that is responsive to the needs of individual residents and households in Blaine County.
- Represents BCHA to the public and our key stakeholders and partners.
- Brings understanding and knowledge of the unique housing challenges facing resort communities such as those in Blaine County.
- Advocates at public meetings of government bodies on behalf of affordable and workforce housing.
- Collaborates with private developers and draft letters of support for proposed development projects that further the interests and goals of BCHA.

**BLAINE COUNTY HOUSING AUTHORITY
CONTRACT FOR SERVICE**

Client:

Blaine County Housing Authority
191 Sun Valley Road
P.O. Box 4045
Ketchum, ID 83340

Contractor:

Anna Mathieu
AnnaMathieu@windermere.com

This Agreement between the Blaine County Housing Authority (“BCHA”) and Anna Mathieu (Contractor) establishes the term, duties and rate of compensation for the services to be provided by the Contractor as described herein.

1. **Term** – This agreement shall commence as of the signing hereof, and continue in force during the Period of Performance. The agreement may be terminated by either party giving thirty (30) days written notice to the other of a desire to do so.

2. **Duties** – During the term of this Agreement, Contractor shall perform the duties listed in this section as requested by the Executive Director:
 - Facilitate sales agreements of community housing units by coordinating with Executive Director to draft and process contracts, conduct site visits, etc.;
 - Develop and maintain relationships with lenders, title companies, and other parties involved in real estate transactions;
 - Coordinating with BCHA staff for the delivery of community housing products by (as needed):
 - Communicating with community housing applicants regarding qualification criteria and eligibility status;
 - Representing approved buyers to lenders, title companies and general contractor staffs;
 - Coordinating with BCHA staff for the provision educational opportunities to first-time buyers, information regarding qualification, and other such services to housing applicants at such time as community housing is made available for purchase;
 - Coordinating with BCHA staff for the active marketing of community housing produced by the jurisdictions to the community of applicants in BCHA database;
 - Coordinating with BCHA staff for the request, verification of receipt, and the filing of documents received from lenders, developers and title companies;
 - Acting as a resource to BCHA staff for the staff’s dissemination of relevant information to those residing in deed-restricted housing to support success of the community housing programs; and
 - Coordinating showings of units to qualified applicants.
 - Providing monthly MLS data to the Executive Director for use in monthly housing reports related to the sale and purchase of market-rate housing in Blaine County.

3. **Schedule** – Days set aside for Contractor to perform the duties outlined in Section 2, *supra*, will be done on an as needed basis at such time as a community homeowner

wishes to offer a community housing unit for sale or a qualified applicant requires assistance in the purchase of community housing.

4. **Period of Performance** – Contractor will perform the duties required during the time period beginning **May 1, 2022 through April 30, 2023**. The number of hours worked per month shall be as needed and reported on a monthly basis. The number of hours performed during the term of this Agreement shall be commensurate with what is required to perform the duties as listed in Section 2 of this Agreement with expediency and professionalism. At the conclusion of this term, either party may elect to renew this Agreement for a period of one year by signing a new Agreement, or, either party may terminate this Agreement at the end of the term by giving a written ninety (90) day notice.
5. **Confidentiality** – The Contractor, as a condition of the Agreement, hereby agrees to maintain the confidentiality of all business and legal matters pertaining to the Blaine County Housing Authority, except matters subject to public record, and to do no act to impair or injure its interests, either while this Agreement is in force or after it is terminated for any reason. Additionally, as a condition of this Agreement, the personal and financial information of BCHA clients, applicants, owners and renters will be held in the strictest confidence.
6. **Compensation** – In consideration of the above, the Blaine County Housing Authority agrees to pay Contractor at the rate of **\$50.00 per hour** during the Period of Performance. Payment will be made by check within fourteen (14) days of receipt of invoices. Invoices shall show the dates and hours worked and duties performed. As a self-employed independent contractor, Contractor will be responsible for paying her own income taxes, and the Blaine County Housing Authority will be responsible for providing her a 1099 tax form. BCHA will maintain Contractor’s email AnnaMathieu@windermere.com as her point of contact for BCHA’s community homeowners and qualified applicants.
- 7.
8. **Merger Clause** – This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all other prior or contemporaneous oral communications (including, for avoidance of doubt, communications in connection with the preparation of this Agreement and the other Transaction Documents) and agreements, and all prior written communications (including, for avoidance of doubt, written drafts of this Agreement and the other Transaction Documents) and agreements, with respect to the subject matter hereof are merged herein and superseded. For the avoidance of doubt, it is the parties’ intent that no term contained in or omitted from any prior written draft of this Agreement or the other Transaction Documents be used as extrinsic evidence under any state law or judicial interpretation to determine the intent of the parties hereto.

Signatures on page 3

AGREED AND ACCEPTED

Anna Mathieu

Date

Social Security #:

Mailing Address:

Physical Address:

City, State, Zip:

For the Blaine County Housing Authority

Sarah Michael, Interim Executive Director

Date

Blaine County Housing Authority

191 Sun Valley Road

PO Box 4045

Ketchum, ID 83340

(208) 788-6102