



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the updated contract with Rian Rooney"

Summary of Procurement Process:

The Housing Fellow position was posted on the City of Ketchum’s website and with eight university’s career services for 22 days from July 11, 2022, and August 1, 2022. The position was initially intended as an administrative position for a graduate student with a remote work option and the pay rate reflected that intent.

Only one applicant applied, the current Housing Fellow, Rian Rooney. The nature of the work and time commitment are greater than previously envisioned and are more aligned with that of a Planner. Rian’s expertise and experience qualify him for this level of responsibility and autonomy. Rian was a Senior Long-Range Planner and continues as a planning consultant for Teton County. He has a master’s in urban planning from Harvard University and a B.A. in Architecture from Columbia University.

Sustainability Impact:

None OR state impact here: N/A

Attachments:

- | |
|------------------|
| 1. Contract |
| 2. Scope of Work |
| 3. |



City of Ketchum

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

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this ___ day of ___ 2023, 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 to Contractor. 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:

Lisa Enourato
Interim City Clerk

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. Original pay was \$25 per hour. Work conducted under the original pay rate covered 450.25 hours. Revised pay is \$70 per hour, not to exceed 720 additional 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.