



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Action:

"I move to approve the updated contract for services with Briana Zak."

Reasons for Recommendation:

- Briana Zak has been a valuable asset to the BCHA team and is currently leading multiple projects.
- Briana Zak's hours can fluctuate with BCHA's needs.

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

Goal 4: Inform, Engage + Collaborate
Goal 5: Steward/preserve + expand portfolio of deed restricted homes

Briana Zak has provided valuable assistance to BCHA since starting her contract for \$24,000 in March 2024. The contract is nearing completion and BCHA staff recommends extending it so she can continue to support BCHA's goals. Briana has shown skill in data collection, management, and analysis across multiple internal and external databases.

She has worked with various entities to improve the accuracy of data and updated the county-wide and Ketchum-specific affordable housing inventory spreadsheets. She has coordinated with external parties to research the effects new hotels will have on the demand for affordable housing. She is currently researching utility costs to Blaine County renters to create a more complete picture of the overall affordability of housing.

She is heading the Bluebird referral process and has contacted over 203 BCHA applicants to date. She has also been working with Syringa to ensure BCHA's mission is achieved with Bluebird. Additionally, she is helping to screen eligible applicants and advertise for other available rental and ownership homes.

She brings a diverse perspective to the team including process improvement, management experience, and operational knowledge. She has been able to provide valuable feedback in multiple settings and is aiding in improving various internal processes including some that will be used for future training purposes.

Attachments:

1. Resolution 2024-19
2. Contract for Services with Briana Zak and Scope of Work

RESOLUTION No. 2024-19

**BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO**

**A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF
COMMISSIONERS TO APPROVE A CONTRACT FOR SERVICES WITH BRIANA ZAK, 2024**

- A. WHEREAS, the contractor, Briana Zak, provides services to BCHA, including screening and referring applicants for Bluebird Village, researching utility costs and impacts of hotel development, improving accuracy of data collection and reports and operationalizing internal processes.
- B. WHEREAS, the contractor has provided effective services since March 2024 and has ample experience and ability to continue providing effective services; and
- C. WHEREAS, the original contract for \$24,000 is nearing completion and BCHA wishes to continue contracting with Briana Zak for services; and
- D. WHEREAS, BCHA administrative staff have determined that entering into a new contract with Briana Zak is a necessary and beneficial action warranting the approval and authorization of the BCHA Board;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

- 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the contract for services with Briana Zak, attached and incorporated herein.
- 2. The Blaine County Housing Authority Board of Commissioners authorizes the BCHA administrative staff to manage such contract.

DATED this ____ day of _____, 2024

ATTEST:

**BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS**

Executive Director

Chair

INDEPENDENT CONTRACTOR AGREEMENT WITH BRIANA ZAK FOR APPLICATION REVIEW AND OPERATION SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the 12th day of June 2024, by and between Blaine County Housing Authority, (“BCHA”), and Briana Zak ("Contractor").

FINDINGS

- A. The BCHA is a housing authority duly organized and existing under the laws of the State of Idaho.
- B. the BCHA is duly authorized and empowered to enter into such an agreement;
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the BCHA.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the BCHA to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** Please refer to the scope of services as proposed in the BCHA application review and operations proposal submitted with this contract.
2. **Payment for Services.** In exchange for the Services, BCHA shall pay Contractor \$60 per hour, not to exceed \$50,000. Invoices for payment will be submitted monthly and payment made by BCHA upon BCHA review and approval within approximately thirty days. Contractor and BCHA staff will meet bi-weekly, when the Contractor will report to the BCHA as to the Service activities.
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.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the BCHA. The BCHA will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the BCHA. This Agreement shall not be construed to create or establish any employer-employee relationship between the BCHA and Contractor or make Contractor eligible for any BCHA employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify BCHA from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary

registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

8. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

BCHA:
Blaine County Housing Authority
Attn: Housing Director
P.O. Box 4045
Ketchum, ID 83340

CONTRACTOR:
Briana Zak
316 Rio Vista Blvd.
McCall ID, 83638

9. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for BCHA regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
10. **Non-Assignment.** Contractor hereby acknowledges that BCHA has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of BCHA.
11. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
12. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
13. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
14. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
16. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
17. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.

18. **Execution and Signatures.** This Agreement may be executed simultaneously 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.
19. **Authority.** The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

BLAINE COUNTY HOUSING AUTHORITY

CONTRACTOR

Keith Perry, Board Chair

Briana Zak

ATTEST:

Trent Donat
BCHA Clerk

APPLICATION ASSISTANCE AND OPERATIONS SCOPE OF WORK:

- Housing Application Assistance and Database Management
 - Assist in creating waitlist for Bluebird Village, including checking employer references and prioritization;
 - Assist in managing database(s) and files for efficient retrieval of information on applicants and available housing products and future deed-restricted housing opportunities;
 - Assist in transitioning data, application, and communications to Public House and Homekeeper/Salesforce
 - Meet one-on-one with households to assist in the application process and respond to questions;
 - Review community housing applications; follow up with the applicants on items which need further documentation;
 - Track and recommend policy and process updates and areas that need clarity.

- Assist in Turnover with General Population
 - Market and show units, assist real estate agents and approved buyers as they work with lenders, title companies, transfer of property;
 - Process tenant turnover, including placement of new tenants and walking new tenants through lease agreements and expectations;

- Office Administration
 - Support Housing Director with their efforts, including but not limited to scheduling meetings, event setup, community outreach, and implementing new programs;
 - Manage and organize hardcopy and online files;
 - Provide input on and implement recommendations to improve program efficiencies and new services;
 - Develop and maintain process documents.