



City of Ketchum

November 29, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Independent Contractor Agreement #22038 with Carissa Connelly

Recommendation and Summary

Staff is recommending the City Council approve Independent Contractor Agreement #22038 with Carissa Connelly for Community Housing Strategic Services. This contract will ensure a local resource to serve as project manager for the development and implementation of the Ketchum Housing Action Plan.

"I move to approve contract with Carissa Connelly to serve as the City Housing Strategist."

The reasons for the recommendation are as follows:

- Ms. Connelly possess the necessary knowledge and skills to execute the attached scope of work for the city.
- There is a strong need for a local project management resource to coordinate the development and implementation of the Ketchum Housing Action Plan.
- The city currently has adequate funds for this contract in the Strategic Initiatives Account.

Introduction and History

During the summer, the Council approved necessary funds for the creation of the Ketchum Housing Action Plan via assistance from Agnew::Beck. The plan currently is broken into four phases:

1. Context setting (*November-December*)
 - a. Resident/business survey
 - b. Stakeholder interviews
 - c. Housing needs analysis/forecast
2. Plan creation (*January-February*)
 - a. Strategy/policies
 - b. Programs/projects
 - c. Partnerships (business, non-profits)
 - d. Resources needed to execute
3. Local Option Tax funding (LOT) scenarios based on draft plan (*February-March*)
4. 2022 LOT election (*May*)
 - a. Implementation TBD

At the conclusion of each phase, there will be a check-in with the City Council and broader community to receive feedback regarding findings and recommended next steps.

Sustainability Impact

National best practice has demonstrated that an increase in supply of local workforce/community housing decreases the number of commuter trip generation and associated carbon footprint.

Financial Impact

This contract will be funded from Strategic Initiatives Account (\$864,099) which was largely funded via federal (ARPA) funds and local one-time funds.

Attachment:

1. Independent Contractor Agreement



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #22038 WITH CARISSA CONNELLY FOR TO
SERVE AS CITY HOUSING STRATEGIST**

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of the _____ day of _____ 2021 by and between Carissa Connelly and the City of Ketchum, an Idaho municipal corporation (Carissa Connelly and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

RECITALS

A. The City of Ketchum is experiencing similar affordable and community housing issues that are affecting comparative towns across the nation. The City desires to promote stability, affordability and viable solutions to current and future residents. Accordingly, the City has determined that Strategic Housing Services are necessary to develop and implement the Ketchum Community Housing Action Plan.

B. Carissa Connelly has the skills and expertise necessary to oversee the attached scope of work related to Strategic Housing Services.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **General Duties.** Carissa Connelly agrees to serve as the city's Housing Strategist focused on the development and implementation of the Ketchum Housing Action Plan according to the terms and conditions of this Agreement.
2. **Description of Services.** Carissa Connelly shall complete the tasks in the attached scope of work, incorporated herein by this reference (the "Services").
3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Carissa Connelly for hours billed (\$95.00 hourly rate) on a monthly basis. The monthly bill shall be itemized by completed task and associated hours. Direct project expenses (e.g., travel) shall be itemized on the monthly bill and pre-approved by the city. This contract will not exceed \$95,000.

4. **Term – 10 Months.** This Agreement shall be effective for a period of ten months with an option to extend. The city anticipates that it will on average utilize a minimum of 80 hours monthly of services and wishes to retain flexibility in how those hours are used and allocated with the understanding that there will be a variability in demand from month to month. The parties hereby agree that the city in its sole and exclusive opinion may terminate this Contract without penalty upon thirty (30) days written notice to Carissa Connelly. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Carissa Connelly shall submit a report of expenditures to the City of Ketchum.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(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. Neither Party shall have the power to bind the other in any manner whatsoever.

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

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

(d) Carissa Connelly 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 of Ketchum shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Carissa Connelly. Carissa Connelly 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 Carissa Connelly's failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Carissa Connelly.** Carissa Connelly hereby represents and warrants to City of Ketchum as follows:

(a) Carissa Connelly agrees to conduct, organize, manage and produce a Community Housing Analysis and Strategy.

(b) City of Ketchum shall retain proprietary rights over all final findings and reports items relating to the study.

(c) Public Records. Carissa Connelly 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 Carissa Connelly for Ketchum, 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, Carissa Connelly 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.

(d) Carissa Connelly shall provide all study materials to City of Ketchum immediately upon request.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorney Fees and Costs.** In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
 - (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
 - (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
 - (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.
19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Carissa Connelly shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Carissa Connelly 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 of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

CITY OF KETCHUM

CARISSA CONNELLY

Neil Bradshaw, Mayor

Carissa Connelly

ATTEST:

Tara Fenwick
City Clerk

Carissa Connelly – Scope of Work

- Project manage housing action plan:
 - act as intermediary between the City and Agnew Beck. Coordinate meetings and workload
 - serve as the primary liaison to all community partner groups and individuals regarding housing
 - ensure city staff and elected officials complete their assigned tasks
 - Act as an additional resource for:
 - research
 - analysis
 - sourcing community feedback
 - creating visual assets for public information
 - generating ideas and problem solving
 - developing and presenting materials to city council and stakeholders
 - drafting reports, policies, and regulations
 - coordinating with external partners, including other municipalities and government entities
- Help identify and problem solve tension points between the developing action plan and existing - or in development - policies, processes, and structures. Be a resource for staff and commissions on reviews that involve housing.
- Assist with housing related work, such as:
 - drafting materials for agreements between the city and developers
 - drafting materials for commissions and city council review
 - implementing policy, program, and processes, if approved
- Begin implementing housing action plan by working with relevant city departments and partners.
 - begin developing the identified programs by drafting materials and setting up processes with city staff and other entities, as appropriate
 - begin setting the framework for specific projects. For example, if the goal is to leverage city land, then create and manage the RFP/RFQ/RFI process for developers and partners

Long-term:

- Continue implementing the housing action plan by working with relevant city departments and partners. Ensure that the identified goals are supported throughout other efforts.
- Continue to analyze implementation barriers and brainstorm solutions.
- Administer federal and state funds for local housing development, where applicable. This includes managing compliance with the various regulations.
- Create and manage RFP/RFQ/RFI process for developers and partners.
- Manage partnerships with affordable housing developers and other community-based partners to make use of the relevant tools.
- Project manage site-specific development.
- Regularly update the housing plan and track progress. Ensure City Council adoption or revisiting of the plan and related tools is done, as needed or by pre-determined schedule.
- Work with the housing authority to:
 - maintain a database of subsidized and city-owned units, including those at risk of nearing the end of their affordability term
 - administer emergency rental assistance (if available) and monitor rental rates to identify outlier increases
 - improve policies and align goals and methods, as appropriate



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22038

To: 1715 CONNLEY, CARISSA P.O. BOX 2620 SUN VALLEY ID 83353	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/24/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	COMMUNITY HOUSING CONSULTING 54-4410-4200	95,000.00	95,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		95,000.00

Authorized Signature