



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve contract #25057 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. In 2024, Rian led the successful development and implementation of Ketchum’s Ownership and Preservation Program (OPP) and has been instrumental in piloting the first Charitable Sale acquisition. He will serve an important function continue to refine these programs and processes to scale them up in their second year. He will also train team members in application review and program management.

His planning education and experience make him an ideal liaison with other jurisdictions’ planning departments for housing-related reviews on behalf of BCHA, as he has with Bellevue, and for interfacing with Ketchum’s Planning Department on code and Comprehensive Plan updates, including adjustments to the FAR Exceedance Program and Community Housing In-Lieu Fee in 2025.

Rian also provides support to Blaine County Housing Authority’s daily operations, including preparation of deed restrictions and documents, collaborating to refine and streamline processes, analyzing housing trends and data and preparing annual income limit and rent maximums. He has also played a key role in transitioning BCHA to a new application management software and will transition management to the Operations Manager.

He has proven 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 and team. While he can take on any task, the Housing Department is working to staff the team in a way

where Rian can focus on what requires technical expertise – policy and programming. To that end, Rian’s new title is Housing Policy & Program Strategist.

The Housing Department budget for FY25 is for the full amount of the proposed contract, \$75,000.

Financial Impact:

None OR Adequate funds exist in account:

Adequate fund in Housing Department budget

Attachments:

1. Updated, redlined contract
2. Final contract
3. Purchase Order #25057



City of Ketchum

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

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this 16 day of December 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 with 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~~2025 HOUSING ~~FELLOW~~STRATEGIST SCOPE OF WORK

The Housing ~~Fellow~~Policy and Program Strategist 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~~90 per hour, not to exceed \$~~91,050~~75,000 or ~~1,300.7~~833.33 hours.

The Housing ~~Fellow~~Strategist will be responsible for the following:

1. ~~Draft~~Manage Ownership & Preservation Program and train Program Administrator to take over management
 1. ~~Continue to refine the program frameworks, processes, and agreements, including 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~~
 - o ~~Assist with Charitable Sale Implementation and Development, Lite Deed, and Appreciation-Capped Deed~~
 - o ~~Continue to review applications for the OPP and oversee implementation~~
 - o ~~Train Program Administrator on application review and Operations Manager on program management~~
 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~~
 - o Identify/explore state and federal policy changes to advocate for
 - o Assist Planning & Building team ~~on~~with ~~Comprehensive Plan amendments and zoning code changes, as needed~~ pertaining to community housing
 - o ~~Update density bonus program, including evaluation of in-lieu fee~~
 - o ~~Update Exceedance Agreement~~
 - o ~~Explore priority processing and incentives for projects that serve the Housing Action Plan's goals~~
 - o ~~Monitor progress on Tiny Homes on Wheels in other jurisdictions~~
 - o ~~Monitor Lava Hot Springs case~~
 3. ~~Grant writing~~
 - ~~3. Write grants~~ for relevant funding opportunities
 4. Assist in development of outreach ~~and research~~ materials
 - o ~~Work with Operations Manager and Community Engagement team on outreach and research materials~~
 - ~~Draft or review~~ verbiage ~~for social media posts, monitor public responses~~
 - o ~~Draft verbiage~~and visual materials (graphics, charts) for educational pamphlets, progress reports, etc.
 5. Assist in updating ~~the~~BCHA's and Ketchum's annual Housing Action ~~Plan, Plans~~ by analyzing ~~quantitative and qualitative data~~the immediate feasibility, impact, and need of proposed actions
 6. Blaine County Housing Authority Support

- Review and assist with updates to program policies
- Develop and recommend a standard for HOA assessment and dues allocation on community housing units within CC&Rs to be included in Community Housing Policies, new FAR Exceedance Agreements, and other zoning and housing incentives
- Analysis of annual income limits and rent maximums
- Become familiar with existing and potential housing policies and programs in local jurisdictions. Develop relationship and knowledge-sharing with staff of other jurisdictions.
 - Review planning applications and housing-related programs, and provide public comments assistance/ recommendations/commentary on behalf of BCHA
 - ~~Other tasks as needed.~~
 - Provide letters of support and BCHA Board in-person representation for planning and development applications, programs, zoning code changes, Comprehensive Plans and/or annexations related to housing at Council/Commission meetings. Encourage local jurisdictions to use BCHA as a housing resource and discuss proposed actions with BCHA in advance of staff report publication
 - Support development and/or enhancement of incentive-based land use policies that result in long term deed restricted affordable housing, including FAR Exceedance Programs
- Assist with transition to new application and reporting software. Build and pull reports, troubleshoot errors, liaise with consulting engineer, educate staff, and transition management to Operations Manager
- Conduct countywide Analysis of Impediments to housing choice. Use learnings to recommend and support new policies in local governments
- Apply new deed restrictions and program mortgages on new properties and at resale
 - Train Operations Manager when their capacity allows

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.~~
- ~~3. Additional design tasks, as necessary.~~



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(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.

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CITY OF KETCHUM

RIAN ROONEY

Neil Bradshaw, Mayor

Rian Rooney

ATTEST:

Trent Donat
City Clerk

FY 2025 HOUSING STRATEGIST SCOPE OF WORK

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The Housing Strategist will be responsible for the following:

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4. Assist in development of outreach and research materials
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 - Become familiar with existing and potential housing policies and programs in local jurisdictions. Develop relationship and knowledge-sharing with staff of other jurisdictions.
 - Review planning applications and housing-related programs, and provide assistance/recommendations/commentary on behalf of BCHA
 - Provide letters of support and BCHA Board in-person representation for planning and development applications, programs, zoning code changes, Comprehensive Plans and/or annexations related to housing at Council/Commission meetings. Encourage local

jurisdictions to use BCHA as a housing resource and discuss proposed actions with BCHA in advance of staff report publication

- Support development and/or enhancement of incentive-based land use policies that result in long term deed restricted affordable housing, including FAR Exceedance Programs
 - Assist with transition to new application and reporting software. Build and pull reports, troubleshoot errors, liaise with consulting engineer, educate staff, and transition management to Operations Manager
 - Conduct countywide Analysis of Impediments to housing choice. Use learnings to recommend and support new policies in local governments
 - Apply new deed restrictions and program mortgages on new properties and at resale
 - Train Operations Manager when their capacity allows
7. Other tasks, as needed



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: 25057

To: 5853 RIAN ROONEY 540 PRESIDENT ST 3RD FLOOR BROOKLYN NY 11215	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/10/2024	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	INDEPENDENT CONTRACTOR FOR HOUSIN 54-4410-4200	75,000.00	75,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		75,000.00

 Authorized Signature