



**BLAINE COUNTY  
HOUSING AUTHORITY**

**BOARD MEETING AGENDA MEMO**

Meeting Date:  Staff Member:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- Ann, as former Program Administrator, is integral to ensuring ongoing compliance during staff turnover
- Ann is well positioned to train the incoming Program Administrator

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

While BCHA functions without a Program Administrator and – once a new Program Administrator begins onboarding – BCHA needs to continue to monitor compliance of existing renters and owners. Ann would continue to conduct the following duties with this contract renewal:

- Undertake BCHA Homeowner compliance with deed restrictions.
- Recertify the eligibility of renters in BCHA rental properties.
- As requested, assist BCHA Program Administrator in the duties listed within the Program Administrator's duties and responsibilities.

**Financial Impact:**

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="Adequate funds exist in account"/>
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**Attachments:**

- |  |
|--|
| <input type="text" value="1. Resolution 2023-07"/>                                       |
| <input type="text" value="2. BCHA PROGRAM SERVICES – INDEPENDENT CONTRACTOR AGREEMENT"/> |
| <input type="text" value="3."/>  |

**RESOLUTION No. 2023-07**

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 RENEW  
CONTRACT FOR SERVICES WITH ANN SANDEFER

WHEREAS, contractor Ann Sandefer is well-versed and capable of continuing to monitor and draft enforcement letters to renters and owners in BCHA's programs; and

WHEREAS, the value of deed-restrictions are contingent on adequate compliance; and

WHEREAS, existing staff do not have the capacity to conduct such activities; and

WHEREAS, Ann is prepared and ready to train an incoming Program Administrator in compliance and other duties; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the renewal of Ann Sandefer's contract for services on September 20, 2023, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Chair

## **BCHA PROGRAM SERVICES-INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made and entered on this \_\_\_ day of \_\_\_\_\_ 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 October 1, 2023, until September 30, 2024. 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.

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 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  
(208) 720-5109

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.
- As requested, assist BCHA Program Administrator in the duties listed within the Program Administrator's duties and responsibilities.