



**BLAINE COUNTY
HOUSING AUTHORITY**

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- BCHA approved the contract for services on September 20, 2023
- City of Ketchum's Counsel requested that the contract be updated to include a mutual 10-day default termination, instead of the current two days for BCHA and five days for Ketchum

Policy Analysis and Background:

Ketchum City Council members recommend increasing the length of time to terminate the contract to 10-days, given that Ketchum hired staff specifically to service BCHA and will need additional time to transition BCHA. The no-fault termination remains sixty (60) days.

Attachments:

1. Resolution 2023-08
2. Original, Approved Contract for Services with City of Ketchum
3. Updated, Proposed Contract for Services with City of Ketchum
4. Exhibit A. Scope of Work

RESOLUTION No. 2023-08

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 CITY OF KETCHUM

WHEREAS, contractor City of Ketchum has the expertise and capacity to undertake BCHA's responsibilities and fulfill BCHA's Strategic Plan; 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 City of Ketchum'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

**CONTRACT FOR SERVICES AGREEMENT
WITH BLAINE COUNTY HOUSING AUTHORITY**

THIS AGREEMENT is made and entered into effective to this ____ day of September 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”) and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (“BCHA”), jointly “Parties.”

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho, and is empowered to enter into contracts pursuant to Idaho Code § 50-301 *et seq.*

2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

3. Ketchum has proposed to provide services to BCHA related to the management and preservation of community housing for low and moderate income households. Under the direction of the Blaine County Housing Authority Board of Commissioners, Ketchum will perform the Scope of Services, as attached hereto as Exhibit A.

4. Pursuant to Idaho Code § 31-4204 BCHA is empowered to enter into contracts and take such steps as are reasonably necessary to fulfill the authority’s statutory mission.

5. Pursuant to Idaho Code § 67-2332 the Parties are empowered to enter into interagency contracts.

6. Ketchum has appropriated funds for the staffing administration of the proposed scope of services. Ketchum will seek a contract for services agreement with Blaine County to ensure matching funds.

NOW, THEREFORE, the Parties agree as follows:

1. SERVICES RECEIVED. Ketchum agrees to provide to BCHA the services and products described in the Scope of Services, attached as Exhibit A.

2. TERM. The term of this Agreement shall commence on September __, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.

3. PAYMENT OF BCHA CONTRACTORS. The BCHA Board has entered into contracts for services with independent contractors to provide specific duties and services for the Board. The City of

Ketchum agrees to pay invoices from these contractors until the Board terminates their services. This amount may not exceed \$45,000 in fiscal year 2023 unless extended by the parties.

4. COORDINATION. Ketchum will coordinate and collaborate with BCHA contractors and the BOARD to facilitate training of Ketchum housing staff on BCHA programs.

5. REPORTING. Ketchum shall update the BCHA Board monthly during the BCHA Board's regularly scheduled meetings with respect to how each identified service in Exhibit A is being performed.

6. NOTICES. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator	Board Chair
City of Ketchum	BCHA
Post Office Box 2315	Post Office Box 4045
Ketchum, ID 83340	Ketchum, ID 83340

7. EQUAL EMPLOYMENT OPPORTUNITY. The Parties covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

8. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon sixty (60) days written notice to the other for any reason or no reason. In addition, the Parties agree that in the event Ketchum fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and upon default that BCHA shall have the power to terminate this Agreement upon two (2) days' written notice. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

9. INDEPENDENT CONTRACTOR. Ketchum performs the Services hereunder solely and exclusively as an independent contractor. Ketchum is not an employee, servant, agent, or joint venture of BCHA. Ketchum will determine the legal means by which it accomplishes the work specified by this Agreement. This Agreement shall not be construed to create or establish any employee-employee relationship between BCHA and Ketchum or make Ketchum employees eligible for any BCHA employment benefits. Ketchum is solely responsible for the supervision of Ketchum staff and for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

10. INSURANCE. Each party will carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence;
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	\$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided upon request. Each policy of insurance required shall provide for no less than thirty-day advance notice prior to cancellation.

10. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent and approval of the governing board of both Parties.

11. SOLE RESPONSIBILITY. Each Party will be solely responsible and liable with respect to its own actions taken and obligations made pursuant to this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

13. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

14. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY

CITY OF KETCHUM

By

By

Keith Perry
Chair

Neil Bradshaw
Mayor

ATTEST

By

ATTEST:

By

Trent Donat
City Clerk

**City of Ketchum 22830-1 CONTRACT FOR SERVICES AGREEMENT
WITH BLAINE COUNTY HOUSING AUTHORITY (Res. No. 2023-08)**

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- 2. TERM.** The term of this Agreement shall commence on November __, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.
- 3. PAYMENT OF BCHA CONTRACTORS.** The BCHA Board has entered into contracts for services with independent contractors to provide specific duties and services for the Board. The City of

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8. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon sixty (60) days written notice to the other for any reason or no reason. In addition, the Parties agree that in the event Ketchum fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and upon default that BCHA shall have the power to terminate this Agreement upon ten (10) days' written notice. Furthermore, this Agreement shall be terminable by Ketchum upon ten (10) days' written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

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BLAINE COUNTY HOUSING AUTHORITY

CITY OF KETCHUM

By

By

Keith Perry
Chair

Neil Bradshaw
Mayor

ATTEST

By

ATTEST:

By

Trent Donat
City Clerk

EXHIBIT A
Blaine County Housing Authority
Scope of Services | October 2023

Goal: *Provide staffing, administrative and program services to the Blaine County Housing Authority Board.*

Administration

Tasks to Be Completed no later than January 1, 2023, or earlier as stated.

- Recruit and hire a BCHA Program Administrator, create and manage a 90-day work plan in coordination with BCHA independent contractors and facilitate training.
- Evaluation and consolidate BCHA Teamshare files containing 15 years of documents; eliminate duplicate files and create a new filing system with Program Administrator.
- Adopt and implement a customer relationship management system to maintain clear documentation of communication and tasks.

Ongoing

- Update BCHA website and social media.
- Provide clerical support, including managing board meetings, agenda, notice, and minutes.
- Provide finance support by (a) routinely monitoring, managing, and controlling program and office expenditures and (b) collecting rents and (c) managing invoices for work orders.
- Administer human resources, such as benefits, pay, and conflict resolution.
- Administer communications, including newsletters, social media, and interviews.
- Administer technology for staff and Hailey office, printers, and computers.

Establish a housing navigation system for providing resources, services, and housing application assistance

Ongoing

- Maintain and manage infrastructure and relationships for coordinated entry into housing, such as by developing a common pre-application.
- Maintain a database on waiting lists for affordable housing.
- Provide housing counseling and financial services. Manage and annually update county-wide resource guide.
- Train case workers on housing application processes, fair housing, conflict resolution, application processes, and other resources.

Steward and expand deed-restricted homes, including on-going compliance

- Work with BCHA Contractors to Maintain an accurate, up-to-date, database of qualified applicants.
- Refer eligible applicants to developers and landlords. Provide data to jurisdictions as requested.
- Work with BCHA Contractors to monitor and enforce compliance of deed-restrictions and policies/guidelines.
- Improve and clarify processes.

Serve as the single source of housing data, housing needs, housing lists to support data-driven decisions

- Collect quantitative and qualitative data, including BCHA database, census data, building trends, housing costs, and resident feedback on needs, preferences, and initiatives.
- Enhance Ketchum's Housing Department's countywide needs assessment.
- Analyze and distribute findings in accessible format with visual and written representations.

Develop community education to build understanding of needs.

- Develop shared messaging and materials to build understanding of continuum of local housing needs and intersection of housing and other areas.
- Share about existing programs and identify innovative programs for consideration and learning.
- Translate and distribute materials through speaker series, training, and accessible communications.

Increase collaboration and communication among housing- and service-providers

- Shift hosting duties of quarterly implementation partner meetings from City of Ketchum to Blaine County Housing Authority.

Recommend policies to promote housing supply and access.

- Develop and recommend policies which will increase the supply of affordable housing options, such as through code and process changes.
- Develop and recommend policies which will increase access to affordable housing options and stability of residents
- Identify and advocate for state- and federal-level policy changes.
- Review the BCHA Community Housing Guidelines/Policies annually.

Implement Emergency and Transitional Housing Plan

- Hire Housing Stability Manager to undertake these responsibilities and the Housing Navigation System.
- Master lease RV spots and assist in winterizing.
- Master lease a motel from November to April.
- Launch a community-wide funding campaign.