



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 20, 2024 Staff Member/Dept: Jade Riley - Administration

Agenda Item: Recommendation to approve/renew Contract for Services 22831-1A and Contract for Services 22831-1B with Blaine County for Housing Coordination.

Recommended Motion:

"I move to approve Contract for Services 22831-1A & B with Blaine County for Housing Coordination."

Reasons for Recommendation:

- City staff is serving as the administrative unit for the BCHA.
- The BCHA strategic plan was developed in concert with the Ketchum Housing Action Plan.
- The city's Housing Department, Treasury, Clerk, and IT support BCHA's mission in a cost-efficient manner.

Sustainability Impact:

Ability to house employees and community participants locally decreases community vehicle trips.

Financial Impact:

None OR Adequate funds exist in account:	The contract with Blaine County establishes a not to exceed amount of \$150,000. The funds, reflected in the contracts attached, are separated into two amounts: 1.) \$101,000 received from the County, 2.) \$49,000 in dedicated ARPA/SLFRF funds via the County.
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Attachments:

- |                       |
|-----------------------|
| 1. Contract #22831-1A |
| 2. Contract #22831-1B |

FY24 CONTRACT FOR SERVICES – CITY OF KETCHUM for ADMINISTERING  
BLAINE COUNTY HOUSING AUTHORITY (BCHA)

THIS AGREEMENT made this 20th day of February, 2024, by and between Blaine County, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “County”, and the City of Ketchum, a municipal corporation of the State of Idaho, hereinafter referred to as “Service Provider”.

RECITALS:

WHEREAS Blaine County recognizes that BCHA is duly created under the Laws of Idaho by Blaine County to specifically serve the housing needs of the residents of Blaine County;

WHEREAS Blaine County recognizes that it does not have an internal county department that serves the housing needs of County residents;

WHEREAS the City of Ketchum recognizes that it does have the internal capacity to fulfill the requirements and meet the mission of the BCHA;

WHEREAS the BCHA, in its budget, identified that funding will be required beyond the fees received by BCHA on the sale of deed restricted properties to carry out its mandate; and in that budget identified funding requests for Contract for Services needed from Blaine County jurisdictions to assist BCHA;

WHEREAS Blaine County believes that one effective strategy for providing these valuable services is to partner and contract with the City of Ketchum to provide these public services, especially when Blaine County funds can be leveraged with other public or private funds; and

WHEREAS a contract for services allows Blaine County to meet these community needs, use public funds efficiently, and set forth the respective obligations of the parties in a legally binding document.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be in full force and effect upon execution and will remain in effect through September 30, 2024.
2. SERVICES PROVIDED. Service provider will work to promote, plan,

preserve and advocate for the long-term supply of affordable housing in Blaine County. Specific responsibilities to be performed by the service provider are as follows: steward deed-restricted homes including on-going compliance; establish a one-stop-shop for providing resources, services and housing application assistance; and develop community education materials to build understanding of needs. Service provider will also collaborate with community partners to assist with the promotion of, planning for and advocating for affordable housing in Blaine County.

3. CONSIDERATION. In consideration for the services performed by the Service Provider according to the terms of this contract, the County agrees to pay monthly payments upon receipt of invoices for services rendered an amount not to exceed annually \$101,000.00.

4. INDEPENDENT CONTRACTOR: The parties agree that the Service Provider is an independent Contractor of County and in no way an employee or agent of County and is not entitled to workers' compensation or any benefit of employment with the County. County has no responsibility for security or protection of the Service Provider's supplies or equipment. The Service Provider will provide its own office space and necessary support staff, equipment and supplies.

5. COMPLIANCE WITH LAWS: Service Provider agrees to comply with all federal, state, county and municipal laws, rules and regulations in his performance under this Agreement.

6. MERGER. This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of 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 the Service Provider and the County.

7. 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 rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.

8. 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.

9. CAPTIONS AND HEADINGS. The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein.

10. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

11. VENUE AND GOVERNING LAW. In the event 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.

12. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.

13. MODIFICATION. There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties as of the date

signed. DATED this            day of            , 2024.

Blaine County, Idaho

\_\_\_\_\_  
Muffy Davis, Chairman

Attest:

\_\_\_\_\_  
Stephen McDougall Graham, Clerk

\_\_\_\_\_  
City of Ketchum Mayor  
Neil Bradshaw

STATE OF IDAHO            )  
  ) S.S.  
County of Blaine            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me the undersigned, a Notary Public in and for said State, personally appeared Neil Bradshaw, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

CONTRACT FOR SERVICES - ARPA/SLFRF REIMBURSEMENT  
CITY OF KETCHUM for ADMINISTERING BLAINE COUNTY HOUSING AUTHORITY  
(BCHA)

THIS AGREEMENT made by and between Blaine County, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "County," and the City of Ketchum for administering the Blaine County Housing Authority (BCHA), a political subdivision of the State of Idaho, hereinafter referred to as "Recipient."

RECITALS:

1. The global pandemic has forced local governments, not for profit entities, and other community support services to make exceptional expenditures in responding to the unique challenges raised during this unprecedented crisis; and
2. In recognition of these efforts, Congress enacted the American Rescue Plan Act of 2021 (ARPA), which allocated State and Local Fiscal Recovery Funds (SLFRF) funds to local jurisdictions in order to: respond to the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even amid declines in revenue resulting from the crisis; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and
3. Among the eligible uses for SLFRF funds is reimbursement to local not for profit organizations and private small businesses for exceptional expenditures made in response to the pandemic, including those made in response to increased demand for services to populations negatively impacted or disproportionately impacted by the pandemic, or otherwise serving such populations in its ordinary operations; and
4. Among the eligible uses for SLFRF funds is the contracting with local organizations or businesses in order to provide SLFRF-eligible services on behalf of the local

jurisdiction, when the same deems that such a contract is in the public interest;  
and

5. The Board has received ARPA/SLFRF funds and has established a grant-making program to consider specific funding requests from various local organizations impacted by the pandemic or serving impacted local populations; and
6. The Board's grant-making program's eligibility criteria and expenditure categories are the same, or substantially the same, as those described in the U.S. Department of the Treasury's Final Rule governing the eligible uses of SLFRF funds; and
7. The Board has considered one such funding request, made by Recipient; and
8. The Recipient is a political subdivision of the State of Idaho that has provided, and will continue to provide, valuable resources and/or services to the citizens of Blaine County; and
9. The Recipient has experienced negative economic impacts and/or disproportionate impacts as a result of the pandemic; and
10. The Recipient serves populations that have been negatively or disproportionately impacted as a result of the pandemic; and
11. The Board has determined that Recipient's request qualifies as either: Lost revenue due to an extraordinary expenditure or an appropriate public service response to mitigate the negative health or economic impacts of the COVID-19 pandemic and public health emergency; and
12. This contract for services is intended to provide ARPA/SLFRF reimbursement to the Recipient for providing these valuable public services, or compensate the same for the negative impacts of the COVID-19 public health emergency experienced by the Recipient.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be in full force and effect upon execution and will remain in effect until September 30, 2024.

2. SERVICES PROVIDED. The Recipient will work to promote, plan, preserve and advocate for the long-term supply of affordable housing in Blaine County. Specific responsibilities to be performed by the recipient are as follows: steward deed-restricted homes including on-going compliance; establish and maintain a one-stop-shop for providing resources, services, and housing application assistance; and develop community education materials to build understanding of needs. The Recipient will also collaborate with community partners to assist with the promotion of, planning for and advocating for affordable housing in Blaine County.

3. In making this request, the Recipient has declared that it has truthfully and accurately represented the nature and amounts of these expenditures, and that the request represents lost revenue experienced by the recipient due to the COVID-19 public health emergency.

4. CONSIDERATION. In consideration of the expenditures or lost revenue made by the Recipient, the County agrees to pay \$49,000.00 from dedicated ARPA/SLFRF funds to reimburse the Recipient for these extraordinary expenditures.

5. INDEPENDENT CONTRACTOR. The parties agree that the Recipient is an independent contractor, and in no way an employee or agent of County and is not entitled to workers' compensation or any benefit of employment with the County. Furthermore, the Recipient is considered to be the end-user beneficiary of SLFRF funds, and as such is not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200 Subpart F as a subrecipient of SLFRF funds, nor is this contract for services considered to be a subaward of SLFRF funds.

6. INDEMNIFICATION. The Recipient agrees to fully indemnify, save and hold harmless the County and its respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of the request for reimbursement being sought and paid herein.



7. COMPLIANCE WITH LAWS. In fulfilling its responsibilities, the Recipient agrees to comply with all federal, state, county and municipal laws, rules and regulations in his performance under this Agreement. The Recipient acknowledges that funds received under this contract for services are derived from the SLFRF program of the American Rescue Plan Act of 2021.

8. MERGER. This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of 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 the Recipient and the County.

9. 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.

10. CAPTIONS AND HEADINGS. The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein.

11. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

12. VENUE AND GOVERNING LAW. In the event 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, and that Idaho law shall control.


13. TERMINATION. This Agreement shall survive any payment made herein and the parties agree that any obligations under this Agreement shall remain after performance has been completed.

14. MODIFICATION. There shall be no modification of this Agreement unless executed in writing by the parties.

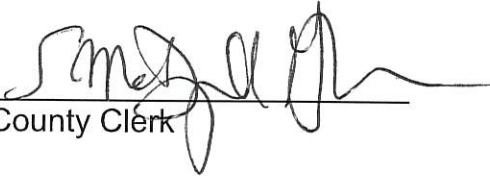
Executed and effective by the undersigned parties as of the date signed.

DATED this 14<sup>th</sup> day of November, 2023.


Blaine County, Idaho

  
Muffy Davis, Chair

Attest:  
Stephen McDougall Graham

  
Blaine County Clerk

Recipient  
City of Ketchum for  
Blaine County Housing Authority

  
Neil Bradshaw, Mayor

STATE OF IDAHO )  
                          ) ss  
County of Blaine )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public for the state of Idaho, personally appeared **Neil Bradshaw**, known to me to be the Mayor of the City of Ketchum of the political subdivision that executed the instrument or the person who executed the instrument on behalf of said political subdivision, and acknowledged to me that he had authority to execute the same on behalf of said political subdivision.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_