



City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

RECOMMENDATION TO FUND EMERGENCY FINANCIAL ASSISTANCE

Recommendation and Summary

The Housing Action Plan and approved budget support emergency rental assistance. Blaine County Charitable Fund is a proven administrator of such assistance. City staff recommend approving the contract for services with Blaine County Charitable Fund, as specified in the Housing Department Budget.

The reasons for the recommendation are as follows:

- Alternative funding sources are inviable.
- This funding will help unhoused and unstably housed families access shelter and housing.

Introduction and History

The Ketchum Housing Action Plan outlines the following related objectives:

Goal 3: Expand + Improve Services to Create Housing Stability. Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve, and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.

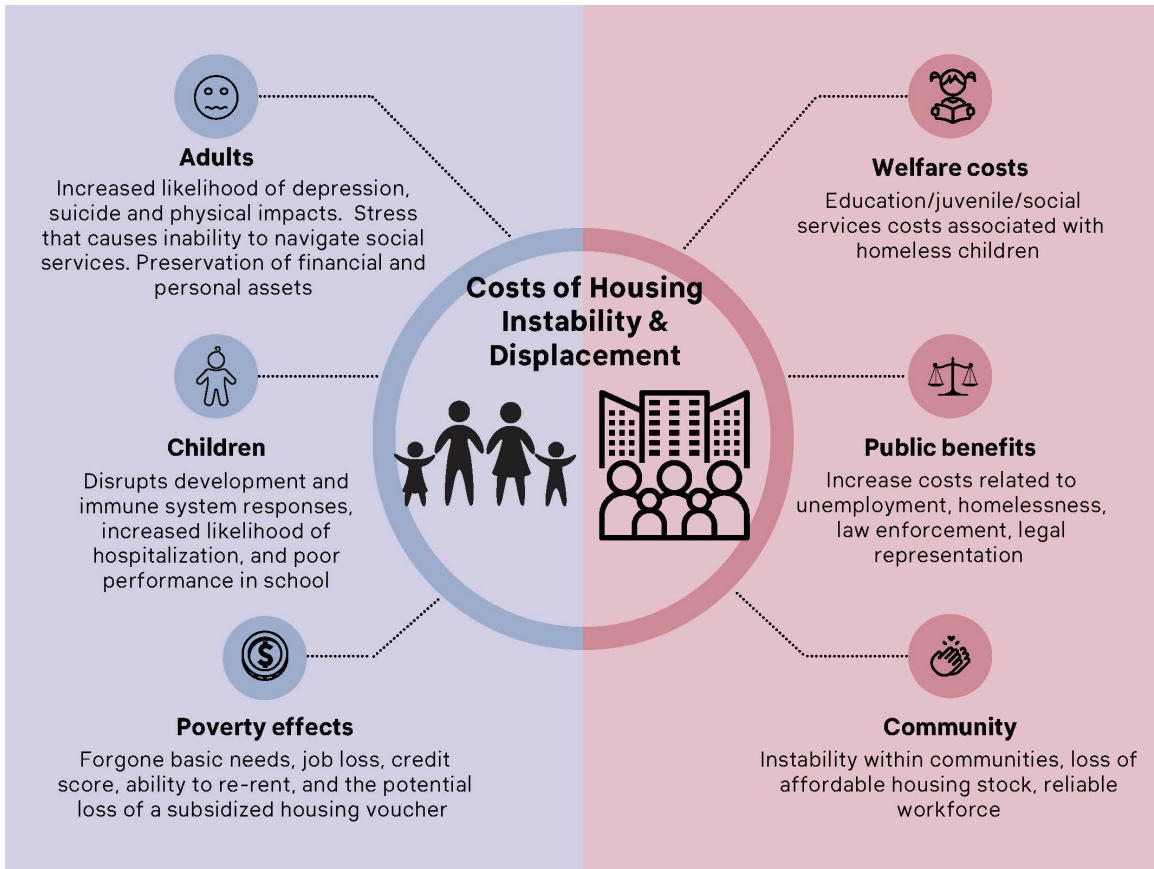
Blaine County Charitable Fund creates stability & resiliency through intervention of financial assistance in conjunction with supporting households working towards greater financial stability. Individuals that live and/or work in Blaine County, regardless of citizenship status, can apply for emergency rental assistance, 1st/last/deposit assistance, emergency housing assistance, gas/grocery cards, and other rapid relief funds to address an unforeseen critical need.

The funds allocated in the housing budget for emergency housing assistance is specifically for households at risk of displacement or having difficulty accessing a home. Such assistance can be used for covering what the household can afford and rent or hotel room costs (including utilities), first month's rent, last month's rent, security deposits, application fees, and any other support related to providing a warm, safe place to stay.

Potential impact

The adults in the housing instable families that case workers are placing in temporary housing work countywide. The stress of homelessness and of living in the elements risks families physical and mental health, worker productivity, and childhood development. These interventions are a temporary stopgap as we move forward with other housing initiatives, such as preserving and creating new rental and ownership opportunities.

The visual below describes where the households we are targeting are at in the experience of housing loss and homelessness. These families are at the bottom.



Alternative Funding City staff assisted Blaine County Charitable Fund in applying for CDBG-CARES funding. While the \$250,000 grant was approved, the Commission-determined conditions of approval are too constraining to ensure use of the funds.

Sustainability impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact

Funds will come from FY22 budget expense savings and revenues performing stronger than forecasted.

Attachments:

Contract for Services Agreement with Blaine County Charitable Fund
Purchase Order 23069

**CONTRACT FOR SERVICES AGREEMENT 23069
WITH BLAINE COUNTY CHARITABLE FUND**

THIS AGREEMENT is made and entered into this 16th day of February, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”) and the BLAINE COUNTY CHARITABLE FUND, an Idaho non-profit corporation (“BCCF”).

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. BCCF is an Idaho non-profit corporation organized and operating under the laws of the State of Idaho.
3. BCCF proposes to provide emergency financial assistance to low- and moderate-income households in Blaine County. BCCF will perform the Scope of Services, as attached hereto as Exhibit A.
4. Ketchum has appropriated funds for the proposed Scope of Services and desires to enter into an Agreement with BCCF to provide such Services as hereinafter provided.

NOW, THEREFORE, the parties agree as follows:

- 1. SERVICES; PAYMENT.** BCCF agrees to provide those services described in the Scope of Services attached as Exhibit A and incorporated herein by reference. In exchange for the Services, Ketchum will pay and/or contribute to BCCF in the amount of \$45,000.
- 2. TERM.** The term of this Agreement will commence on February 22nd, 2023 and end on September 30, 2023. Unless otherwise amended, extended, or terminated in writing, and upon appropriations by Ketchum as is solely in Ketchum’s discretion and is not pre-committed, the Agreement will renew for successive one-year terms.
- 3. REPORTING.** BCCF will report quarterly in writing to the Ketchum City Administrator and Housing Director on the progress of work under the Scope of Services.
- 5. NOTICES.** All notices to be served pursuant to this Agreement will be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Executive Director
Blaine County Charitable Fund
PO Box 265
Hailey, ID 83333

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

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event BCCF 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 that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to BCCF. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if BCCF 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.

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

9. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by a Party to any other individual or entity except upon the prior written consent of the other Party.

10. HOLD HARMLESS AGREEMENT. BCCF releases, holds harmless, and agrees to indemnify Ketchum from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of BCCF, its managers, members, directors, officers, shareholders, agents, and employees. Ketchum will be solely responsible and liable for the action of Ketchum's officials and employees acting in their official capacity.

11. 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.

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

13. 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 CHARITABLE FUND

CITY OF KETCHUM

By

By

Kevin Jones
Co-Chair

Neil Bradshaw
Mayor

ATTEST

ATTEST:

By

By

Mary Fauth
Executive Director

Trent Donat
City Clerk

EXHIBIT A

Goal: *Expand + improve services to create housing stability. Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.*

Services to be performed: Provision of emergency financial assistance to households at risk of displacement or having difficulty accessing a home. Such assistance can be used for covering what the household can afford and rent or hotel room costs (including utilities), first month's rent, last month's rent, security deposits, application fees, and any other support related to providing a warm, safe place to stay.



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: 23069

To: 5941 BLAINE COUNTY CHARITABLE FUND INC PO BOX 265 HAILEY ID 83333	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
03/01/2023	bancona	bancona	Administration	0	

Quantity	Description	Unit Price	Total
1.00	RENTAL ASSISTANCE 54-4410-4200	45,000.00	45,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		45,000.00

 Authorized Signature