



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors:

Recommendation to Approve Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority

Recommendation and Summary

Staff is recommending Council approve the Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority:

I move to approve the Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority.

Summary

- Staff is working with the Blaine County Housing Authority Board to transition the asset to the City to preserve existing units as well as facilitate development of the site for additional affordable housing units.
- The Resident Manager at the Lift Tower Lodge will be responsible for managing and maintaining the Lift Tower Lodge including handling tenant issues and requests. The Resident Manager will be a City employee.
- The Lift Tower Lodge maintenance agreement encompasses the responsibilities, duties, and obligations the City agrees to with the Blaine County Housing Authority to manage the Lift Tower Lodge.

Financial Impact

- The City of Ketchum will invoice Blaine County Housing Authority for all applicable expenses. The Resident Manager lives rent free at the Lift Tower Lodge in exchange for forty hours or less of work in a month with an opportunity to earn additional compensation up to an extra twenty hours of work a month.

Attachments:

Lift Tower Lodge Services Agreement

CONTRACT FOR SERVICES
BETWEEN BLAINE COUNTY HOUSING AUTHORITY AND CITY OF KETCHUM

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into effect this ___ day of _____, 2022, by and between the Blaine County Housing Authority, an Idaho political subdivision (hereinafter referred to as "BCHA" and referred to as the "Owner" and City of Ketchum (also referred to as "Contractor"), an Idaho municipal corporation, both referred to as "Party" or "Parties".

FINDINGS

1. Whereas, the BCHA is a body corporate and politic pursuant to Idaho Code Title 31-Chapter 42, duly organized under the laws of the State of Idaho.
2. Whereas, the BCHA owns and operates the Lift Tower Lodge located at 703 S Main St, Ketchum, ID 83340.
3. Whereas, the City of Ketchum is an Idaho municipal corporation, duly organized under the laws of the State of Idaho, including but not limited to Title 50, Idaho Code.
4. Whereas, the Parties desire to enter into this Contract for the provision of services as herein described. This Contract is entered in the spirit of the mutual goal to preserve quality community housing and facilitate the redevelopment of the site.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between BCHA and City of Ketchum as follows:

During the term of this Agreement, Contractor will perform the duties listed in this section as requested by the Owner.

A Lift Tower Lodge Resident Manager will live in the Lift Tower Lodge Manager Apartment and perform the following services. The Lift Tower Lodge Resident Manager will be a City of Ketchum employee.

1. City of Ketchum agrees to provide the following, hereinafter "Services":
 - A. Coordinate Lift Tower tenant check-ins and checkouts with BCHA staff
 - B. Collect tenant rent checks and ensure delivery to the BCHA
 - C. Conduct periodic inspections of Rooms 1-15; 1st inspection is 1 month after check-in
 - D. Conduct regular inspections of kitchen and laundry
 - E. Coordinate, schedule or undertake needed maintenance for Lift Tower rooms 1-15, apartment, communal kitchen, laundry, and grounds, including
 - i. electrical
 - ii. plumbing
 - iii. cleaning
 - iv. painting
 - v. snow removal
 - vi. summer landscaping, including sprinklers, flower box planting, lawn mowing
 - vii. other maintenance requirements

- F. Mediate tenant disputes and address tenant complaints. Escalate when necessary to the BCHA Executive Director or qualified outside resource.
 - G. Serve as a team member with BCHA staff and other partners to solve problems as they arise and to recommend collaborative solutions resulting in the smooth operations of the Lift Tower Lodge.
 - H. Reside on the premises and coordinate coverage of services with City of Ketchum Facilities Manager in the event of Resident Manager's extended absence from the premises.
2. The Owner will provide Contractor with the names of qualified, vetted tenants, and coordinate with Resident Manager the planned move-ins when applicable.
 3. The Owner will pay all vendor invoices. The Resident Manager will direct vendors to invoice the Owner directly for services provided.
 4. Term. The term of this Contract shall commence on December 20, 2022, and shall terminate on ownership change of the Lift Tower Lodge to the City of Ketchum or December 31, 2023 (whichever comes first) unless otherwise extended in writing. A joint evaluation of this Contract will be initiated by the Parties' designated representatives by December 1 of each year. Following the evaluation, the parties may be renewed and resigned in writing on a year-to-year basis.
 5. Consideration. These services will be conducted in exchange for the Resident Manager living "rent free" in the Lift Tower Lodge Manager Apartment. **NOTE:** If rent were to be charged, it is valued at \$1200 a month, including apartment utilities (except internet and cell phone services) that average \$800/month in the winter months and average \$350/month in the summer months.
 - A. In addition, the Resident Manager can work up to an additional 20 hours per month at \$35/hour as extra compensation on repairs and maintenance to enhance and maintain the Lift Tower Lodge.
 - i. Owner will pay to Contractor extra compensation earned on a monthly basis. Contractor will prepare an invoice on or before the 15th of each month that will be submitted to Owner's business office for these payments and be responsible to pass through this compensation to the Lift Tower Lodge Resident Manager (an employee of City of Ketchum).
 6. Insurance. During the pendency of this Contract, Contractor shall carry liability insurance that meets or exceeds the liability of the Owner under state or federal laws.
 7. Termination. The parties may terminate this Contract upon a written, 30-day notice with cause. In the event of such termination, Owner shall have no further responsibility to make any payment under this Contract beyond the amount reasonably proportionate to services received as of the date of termination
 8. Equal Employment Opportunity. Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.
 9. Independent Status. The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of Owner.

Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of Owner.

10. Non-Assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of Owner.
11. Mediation. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, upon request of one or both parties, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho.
12. Miscellaneous Provisions.
 - A. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
 - B. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
 - C. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - D. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
 - E. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
 - F. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
 - G. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
 - H. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
 - I. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.

- J. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- K. Notices. Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

To BCHA: Blaine County Housing Authority
Attn: Business Manager
101 Empty Saddle Trail
Hailey, Idaho 83333

To City of Ketchum: City of Ketchum
Attn: City Clerk
P.O. Box 2315
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

SIGNATURES:

Blaine County Housing Authority By: _____ Its: _____ Attest: _____ Clerk of the Board of Trustees	City of Ketchum By: _____ Its: _____ Attest: _____ City Clerk
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