



City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract for Services with Blaine County Housing Authority

Recommendation and Summary

Staff is recommending a contract for services with the Blaine County Housing Authority (BCHA). City staff would serve as the administrative unit for BCHA. Blaine County will also contract with the city and contribute funds necessary to fulfill the BCHA mission.

"I move to approve Contract #22830 with the Blaine County Housing Authority."

The reasons for the recommendation are as follows:

- The city's Housing Director participated in the development of the BCHA strategic plan and has been collaborating with the Interim BCHA Executive Director on several housing initiatives
- Funds from Blaine County will enable the city to hire a new team member that will serve as the Program Administrator
- The city possesses the necessary support staff (finance, clerk, communications) to support BCHA's mission in a cost-efficient manner

Sustainability Impact

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

Financial Requirement/Impact

Funds from Blaine County will cover the costs associated with new position. The city's FY23 budget allocated funds for joint programming which is also supplemented from Blaine County.

Attachments

Contract
Scope of services

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

THIS AGREEMENT is made and entered into effective to this 16th day of February 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 February 22nd, 2023 and shall terminate on the 30th day of September, 2023. The term may be amended or extended only upon written agreement of the Parties.

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	Executive Director
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 thirty (30) 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

Sarah Michael
Interim Executive Director

ATTEST:

By

Trent Donat
City Clerk

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

Goal: *Provide staffing, administrative and program services to the Blaine County Housing Authority Board. It is the goal of this contract to create a “one stop shop” for housing information and a more accessible housing application process and to steward and expand existing deed restricted rental and ownership properties available to Blaine County residents.*

Services to be Performed

Administration

Tasks to Be Completed no later than July 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.
- Upgrade current phone system with cell service.
- Upgrade BCHA website.

Ongoing

- 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 one-stop-shop for providing resources, services, and housing application assistance

Tasks to be completed no later than October 1, 2023

- Create the infrastructure and relationships with landlords for a coordinated entry system into housing, such as a common pre-application.

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 and maintain, as practicable, information about the availability of new market-rate housing, rents and occupancy.
- Provide referrals to 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.
- Analyze and distribute findings in accessible format with visual and written representations.

Develop community education materials 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.

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.