



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 for Housing Coordination

Recommendation and Summary

Staff is recommending a contract for services with Blaine County. City staff would serve as the administrative unit for the Blaine County Housing Authority (BCHA).

"I move to approve Contract #22831 with Blaine County for Housing Coordination."

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

The contract with Blaine County establishes a not to exceed amount of \$151,185.00. These funds will cover the costs associated with the new position. The county also committed ARPA funds to assist with joint programming activities.

Attachments

Contract #22831

FY23 CONTRACT FOR SERVICES – CITY OF KETCHUM for ADMINISTERING
BLAINE COUNTY HOUSING AUTHORITY (BCHA)

THIS AGREEMENT made this [REDACTED] day of [REDACTED], 2023, 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, 2023.

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 and expand 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 provide 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 \$151,185.00.

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 , 2023.

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 _____, 20____ before me the undersigned, a Notary Public in and for said State, personally appeared _____, 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 _____