



## City of Ketchum

October 5, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 20532 for Services with Blaine County Housing Authority (BCHA)**

#### Recommendation and Summary

Staff is recommending the council approve the contract with Blaine County Housing Authority and adopt the following motion:

**"I move to authorize the Mayor to sign Contract 20532 with Blaine County Housing Authority."**

The reasons for the recommendation are as follows:

- The City contracts with Blaine County Housing Authority to manage the community housing inventory in Ketchum.
- The funding was approved in the FY21 adopted budget

#### Introduction and History

Each year the City of Ketchum provides funding to the Blaine County Housing Authority (BCHA) for services related to the development and preservation of community housing for low and moderate income households. The proposed contract provides the scope of work and method for payment of services.

#### Analysis

The scope of work is primarily the same as last year. BCHA staff has reviewed and agrees with the scope of work for FY21.

#### Sustainability

This contract furthers our community housing goals

#### Financial Impact

The cost for services is \$75,000, the same amount as last year. Payment is made in two installments at the beginning of the fiscal year and at mid-year. The Fiscal Year 2021 Budget includes funding for the proposed services in the In-Lieu Housing Fund.

#### Attachment

Attachment A: Proposed Contract 20532

## INDEPENDENT CONTRACTOR AGREEMENT 20532

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (hereinafter referred to as "BCHA").

### FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

3. BCHA has proposed to provide services to Ketchum related to the management and preservation of community housing for low and moderate income households. BCHA will perform the Scope of Services, as attached hereto as Exhibit "A".

4. By executing the Scope of Services, BCHA oversees and administers the terms of the deed covenants for sixty (60) ownership units and six (6) rental units within Ketchum. The long-term affordability ensured by each deed covenant is essential to maintaining the supply of affordable housing available to the city's workforce.

5. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

6. Ketchum has appropriated funds for the administration of the Community Housing deed covenants within Ketchum and to perform the Scope of Work in Exhibit A in the amount of \$75,000.

7. It is the intention of Ketchum to contract with BCHA to provide such services for consideration as hereinafter provided.

8. BCHA desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

**1. SERVICES RECEIVED.** BCHA agrees to provide those services described in Exhibit "A", as an independent contractor.

**2. TERM.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2020, and shall terminate on the 30<sup>th</sup> day of September, 2021.

**3. CONSIDERATION.** In consideration for providing the professional services as herein provided, Ketchum agrees to pay to BCHA the total sum of seventy thousand dollars (\$75,000) payable in two installments: the first 50% in the amount of \$37,500 on or before December 1 2020; and the second 50% in the amount of \$37,500 on or before March 31, 2021. Provided the reports and documentation as outlined in Exhibit "A" are received.

**4. REPORTING.** BCHA shall report to Ketchum City Council bi-annually via e-mail on how each identified service in Exhibit "A" is being performed.

**5. 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  
City of Ketchum  
Post Office Box 2315  
Ketchum, ID 83340

Executive Director  
BCHA  
Post Office Box 4045  
Ketchum, ID 83340

**6. EQUAL EMPLOYMENT OPPORTUNITY.** BCHA covenants and agrees that it 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 BCHA 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 BCHA. 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.

**8. NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred by BCHA to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

**9. HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth

hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

**10. 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.

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

**12. 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

\_\_\_\_\_  
Nathan Harvill  
Executive Director

\_\_\_\_\_  
Neil Bradshaw  
Mayor

ATTEST:

By

\_\_\_\_\_  
Robin Crotty  
City Clerk

## EXHIBIT A

### Blaine County Housing Authority FY 2020/21 Scope of Work

*Goal:* Ketchum shall be home to a diverse social and economic population

*Services to be Performed:*

#### Housing

- Manage deed restricted rental and for purchase housing in Ketchum by maintaining an accurate, up-to-date, database of qualified applicants for community housing units and updating applicant information on a quarterly schedule to keep database current. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable deed covenants; (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- Open the eligibility application process at least once a year and provide the database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing.
- Match buyers and renters to available community housing units managed by BCHA on behalf of the City of Ketchum based on applicable priorities. Continue providing employees working within the City of Ketchum priority for placement in community housing units in the City of Ketchum.
- Assist the City of Ketchum in exploring options for generating revenue from the community housing rental units located within the city of Ketchum.
- Inform the City of Ketchum within 10 days of any request that may result in a change or removal of the deed restriction of a Ketchum community housing and if a unit in the City of Ketchum inventory is threatened by foreclosure.
- Present options to the Ketchum City Council on strategies BCHA can undertake to generate revenue and become more self-sustaining without reducing the current deed restricted housing stock in the City of Ketchum. Provide information to the City of Ketchum by March 3, 2021.
- Participate in discussion and exploration with the City of Ketchum on new models and approaches to providing workforce housing that may not be restricted by income levels.

#### Outreach and Communication

- Promote, Advocate, and Develop policies which will increase the supply of affordable housing options within the City of Ketchum for the full-time residents of thereof.
- Provide Fair Housing education and outreach for home purchasers, lenders, realtors, home ownership association, landlords, tenants, developers, and other housing stakeholders.
- Annually survey existing occupants of deed restricted housing to identify service and quality assurance issues. Develop a process to improve relations between market rate and deed restricted residents when located in the same building complex. Provide a report on the results of the survey to the City of Ketchum by Spring 2020.

- Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- Implement a Limited English Proficiency Plan to reach Spanish speaking population.
- Act as liaison between tenants and owners of community housing units and market rate tenants and owners to resolve issues and disputes between the parties, related to deed covenant restrictions administered by BCHA. Provide proactive solutions to the issues and keep the City of Ketchum informed of issues and measures BCHA is taking to resolve issues.

#### Administration

- On an annual basis, assist the City of Ketchum Planning and Building Department to prepare the methodology for calculating the housing in-lieu fee and present to Ketchum City Council for approval.
- Update the BCHA Community Housing Guidelines as needed and provide them to jurisdictions served.
- Provide information regarding local housing needs based on demographic trends and statistical analysis of current conditions with input from employers.
- Track trends in demographics and preferences based on database information.
- Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Provide services of a certified Home Counselor. Such programs result in community home applicants who are ready and able to purchase for-sale units.

#### Measurements:

- Report to Ketchum City Council bi-annually via email on the progress and how each identified service bullet is being accomplished.
- Provide the City of Ketchum a housing inventory report of all units managed by BCHA within the City of Ketchum to include the location of unit, if the unit is ownership or rental, level of affordability of the unit, the length of time the occupant has been in the unit, the selection process for the occupant, and the length of time the occupant was on the BCHA waiting list. Such report should be provided to the City of Ketchum in March 3, 2021.