

**RESOLUTION NUMBER 05-126**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BLAINE-KETCHUM HOUSING AUTHORITY IN THE AMOUNT OF \$70,888 TO PROVIDE COMMUNITY HOUSING ADMINISTRATIVE SERVICES.

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts to provide services which are reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors; and

WHEREAS, Ketchum desires to obtain certain administrative services necessary to create and manage community housing; and

WHEREAS, Ketchum has collected money in lieu of community housing from the following projects in the following amounts:

River Lodges	\$ 80,000.00
Sawtooth Lodges	523,875.00
1 <sup>st</sup> and 1 <sup>st</sup> Building	<u>105,000.00</u>
TOTAL	\$708,875.00

;and

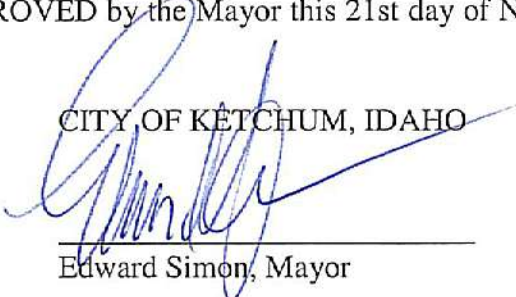
WHEREAS, the Blaine-Ketchum Housing Authority has offered to provide such services in exchange for 10% of such amount or \$70,888; and

WHEREAS, it is deemed in the best interest of the public health, safety, and welfare to contract with the Blaine-Ketchum Housing Authority to provide Ketchum with community housing administrative services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the Mayor to execute an agreement with the Blaine-Ketchum Housing Authority in the amount of \$70,888 to provide community housing administrative services.

PASSED by the City Council and APPROVED by the Mayor this 21st day of November 2005.

CITY OF KETCHUM, IDAHO

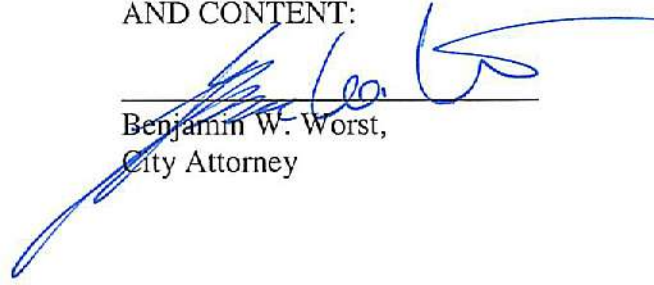
  
Edward Simon, Mayor

ATTEST:



Sandra E. Cady, CMC  
City Treasurer/Clerk

APPROVED AS TO FORM  
AND CONTENT:



Benjamin W. Worst,  
City Attorney

**INDEPENDENT CONTRACTOR AGREEMENT**  
(City of Ketchum/Blaine-Ketchum Housing Authority)

THIS AGREEMENT made and entered into this 22nd day of November 2005, by and between the CITY OF KETCHUM, an Idaho municipal corporation (herein referred to as "Ketchum") and the BLAINE-KETCHUM HOUSING AUTHORITY, an Idaho housing authority (herein referred to as "BKHA").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, Ketchum needs community housing administrative services; and

WHEREAS, BKHA has offered to provide such services.

AGREEMENT

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
  
2. The Services. BKHA shall provide professional community housing administrative services including, without limitation, guidance, oversight, review, and general assistance in the creation of quality affordable housing that meets the needs of the Ketchum community. Also included in the non-exclusive list of services that the BKHA will offer Ketchum are:
  - a. Advice and information on model ordinances for the amendment and creation of new Ketchum zoning ordinances that address provisions for affordable housing;
  - b. Assistance with long-range comprehensive planning for affordable housing;
  - c. Review and recommendations on any and all private development proposals within Ketchum that include the provision of affordable housing, as required by the appropriate zoning ordinance(s) and Ketchum policies;
  - d. Budgeting and spending of any and all affordable housing in-lieu fees collected by Ketchum and delivered to BKHA subject to the prior written approval of Ketchum;
  - e. Marketing and sales of all deed-restricted for-sale affordable housing in

Ketchum, according to the *Blaine-Ketchum Housing Authority Guidelines* procedures and rules;

- f. Monitoring and inventorying of any and all deed-restricted rental and for-sale affordable housing in Ketchum, ensuring compliance with said deed-restrictions and appropriate zoning ordinances;
- g. Any other advisement or review requested by the Ketchum City Council, Mayor, and Planning and Zoning Commission;
- h. Monthly reports on the activities of the BKHA to the Ketchum Housing Authority Liaison, to be delivered no later than the 15<sup>th</sup> of every month;
- i. Quarterly unaudited financial statements, to be delivered no later than thirty (30) days after the close of each quarter of the fiscal year;
- j. Annual audited financial statement and annual report to be delivered no later than ninety (90) days after the close of the fiscal year.

BKHA shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement ("Services").

3. Consideration. Ketchum agrees to pay BKHA the sum of SEVENTY THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$70,888.00) for the Services.

4. Waiver. If BKHA requests Ketchum's assistance in any matter and Ketchum is able and willing to assist BKHA, BKHA hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time Of Performance. BKHA shall provide the Services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until October 31, 2006, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.

7. Independent Contractor. Ketchum and BKHA hereby agree that BKHA shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. BKHA, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation,

workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. BKHA shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to BKHA under this Agreement and for BKHA's payments for work performed in performance of this Agreement by BKHA's managers, members, directors, officers, shareholders, agents and employees; and BKHA hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

8. Indemnification. BKHA agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of BKHA, its managers, members, directors, officers shareholders, agents and employees.

9. Insurance. BKHA shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

10. Compliance With Laws. BKHA, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve BKHA of any obligation or responsibility imposed upon BKHA by law.

11. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the Ketchum and the BKHA shall be addressed as follows:

12.

**KETCHUM:**

KETCHUM OF KETCHUM  
KETCHUM ADMINISTRATOR  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340-2315

**BKHA:**

BLAINE-KETCHUM  
HOUSING AUTHORITY  
ATTN: MICHAEL DAVID  
POST OFFICE BOX 550  
HAILEY, IDAHO 83333

13. Non-Assignment. BKHA hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on BKHA's unique skills and reputation for professional work. Accordingly, BKHA may not assign or transfer in any manner this Agreement or any of BKHA's right, title or interest in or to this Agreement without the



prior written consent of Ketchum which may be withheld for any reason.

14. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

15. Headings. The headings in the Agreement 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 Agreement or any provision hereof.

16. Attorney Fees And Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

17. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

18. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.


19. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

20. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

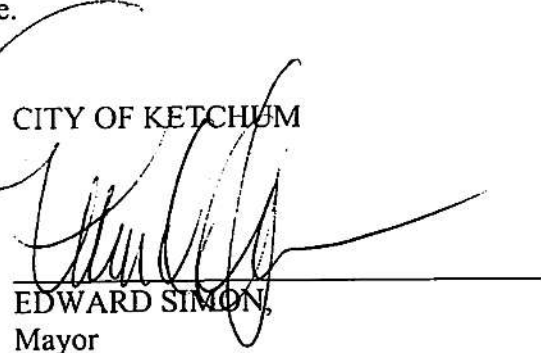
21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.


BLAINE-KETCHUM HOUSING  
AUTHORITY

  
By: MICHAEL DAVID  
Its: EXECUTIVE DIRECTOR

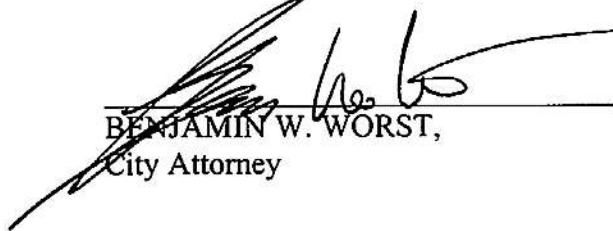
CITY OF KETCHUM

  
EDWARD SIMON,  
Mayor

ATTEST:

  
SANDRA E. CADY, CMC  
City Clerk

APPROVED AS TO FORM  
AND CONTENT

  
BENJAMIN W. WORST,  
City Attorney