



BLAINE COUNTY HOUSING AUTHORITY
Wednesday, November 08, 2023, 12:00 PM
111 N. First Ave., Suite 2P, Hailey, Idaho 83333

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Board Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

- Join us via Zoom (please mute your device until called upon)
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/84283308917>
Webinar ID: 842 8330 8917
- Address the Board in person at the Merriweather Building in Hailey, Suite 2P.
- Submit your comments in writing at info@bcoha.org (by 8am the day of the meeting)

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Board Chairman Keith Perry

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD: Communications from the Board of Directors.

1. Public comments submitted.

COMMUNICATIONS FROM THE LIASONS: Updates from the Liaisons on their jurisdictions

CONSENT AGENDA:

ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

2. Recommendation to approve minutes for October 11, 2023 – City Clerk Trent Donat
3. Recommendation to approve Treasurer's report and financials for October 2023 –Treasurer Shellie Gallagher

- [4.](#) Recommendation to Update and Execute Contract for Services with City of Ketchum – Housing Director Carissa Connelly
- [5.](#) Recommendation to Approve Accounting/Bookkeeping Services – Housing Director Carissa Connelly
- [6.](#) Quarterly Compliance Update – Housing Director Carissa Connelly

PUBLIC HEARING:

NEW BUSINESS:

- [7.](#) Guidance on Applying New Policies to Existing Leases – Housing Director Carissa Connelly
- [8.](#) Recommendation to Approve Contract with NeuroMediation Group, LLC – Housing Director Carissa Connelly
- [9.](#) Discuss Silvercreek Living Master Lease – Housing Director Carissa Connelly
10. Discussion on Process for Emergency Housing – Housing Director Carissa Connelly
11. Staffing Update – Housing Director Carissa Connelly

EXECUTIVE SESSION:

ADJOURNMENT:



Blaine County Housing Authority
Special Meeting
Wednesday, October 11, 2023, 12:00 PM
191 5th St. West, Ketchum, Idaho 83340

MEETING MINUTES

PUBLIC PARTICIPATION INFORMATION

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Join the Webinar: <https://ketchumidaho-org.zoom.us/j/87532323834>
Webinar ID:875 3232 3834
- Address the Board in person at Ketchum City Hall, Community Meeting Room.
- Submit your comments in writing at info@bcoha.org (*by 8 am the day of the meeting*)

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Board Chairman Keith Perry (00:00:39 in video)

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items. (00:00:47 in video)

Keith Perry – Board Chair
Nate Hart – Vice Chair
Mason Frederickson – Treasurer
Jenni Rangle – Board Member
Sarah Seppa – Board Member
Carissa Connelly – Housing Director
Muffy Davis – Liaison
Jane Conrad – Liaison

COMMUNICATIONS FROM BLAINE COUNTY HOUSING AUTHORITY BOARD: Communications from the Board of Directors (00:01:05 in video)

1. Public comments submitted.

_P. Boyle comment: BCHA has new Zoom account to negate meeting interruptions.

_Ana Torres: new board member, outreach to other jurisdictions for BCHA help. Bellevue City Council Meeting to discuss appointing A. Torres to the Board.

_Connelly and Noble: working on the PRO Grant, recognition of the hard work and expertise on the project.

COMMUNICATIONS FROM THE LIASONS: Updates from the Liaisons on their jurisdictions (00:05:11 in video)

_Muffy Davis: Nothing new to add. Board composition, county should be proactive, Muffy willing to help facilitate. Ask Jane to help with SV.

CONSENT AGENDA:

ALL ACTION ITEMS - The Board is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately. (00:07:10 in video)

_Pulled item #6 for discussion.

2. Recommendation to approve minutes for September 20, 2023 - City Clerk Trent Donat

3. Recommendation to approve minutes for October 6, 2023 - City Clerk Trent Donat

4. Recommendation to approve Treasurer's report and financials for September 2023 –Treasurer Shellie Gallagher

5. Recommendation to Approve Amendment to Housing Navigation contract – Housing Director Carissa Connelly

6. Recommendation to Approve Updated Community Housing Guidelines – Housing Director Carissa Connelly (00:08:30 in video)

Highlighting a red lined not included: Section 2.A.2: Guidelines from 6/16/23, recommendation to state own instead of acquire new. Aim of the program is not available for those with assets enough to own. Recommendation that at qualification not to own or acquire. Exception requests would be brought to the board.

7. Recommendation to Approve Master Lease with High Country Motel – Carissa Connelly

Motion to approve items # 1-5 and #7 (00:10:29 in video)

Mover: Mason

Second: Jenni

Ayes: All in favor

UNANIMOUS

Motion to approve items # 6 (00:13:03 in video)

Mover: Keith

Second: Jenni

Ayes: All in favor

UNANIMOUS

PUBLIC HEARING:

NEW BUSINESS:

8. Introduction to new Program Administrator and staffing update – Housing Director Carissa Connelly (00:13:30 in video)
_Expressed gratitude to Francis Solano for accepting the position and hitting the ground running.
_Housing Stability Manager: candidate has been identified, will update with more information.
9. Update on banking and finance transition – Board Treasurer Mason Frederickson (00:16:47 in video)
_US Bank: Update signers for admin access, issue credit cards, resolution needed for the back: Keith, Mason, and an additional board member, suggest for Carissa to be a signer, Carissa stated it would be helpful. Additionally, COK Finance has recommended to have separate finance services.

Motion to approve Keith, Mason and Carissa as signers (00:21:20 in video)

Mover: Keith

Second: Nate

Ayes: All in favor

UNANIMOUS

10. Discussion to form subcommittee to review Master Lease of Silvercreek Living – Housing Director Carissa Connelly (00:24:57 in video)
_Carissa Connelly asked to review concepts for a potential lease. Arrangement of Board members for the subcommittee: Jenni Rangle
Special Meeting to be held for this item.

EXECUTIVE SESSION:

11. per Idaho Code 74-206(1)(f) Communicate with legal counsel regarding controversy with imminent potential for litigation.
Not held.

ADJOURNMENT:

Motion to adjourn (00:30:54 in video)

Mover: Keith

Second: Jenni

Ayes: All in favor

UNANIMOUS

BLAINE COUNTY HOUSING AUTHORITY

Cash in Bank, Period Ending 10/31/2023

RECONCILIATION REPORT

Reconciled on: 11/06/2023

Reconciled by: finance@ketchumidaho.org

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	71,702.50
Checks and payments cleared (12).....	-57,821.55
Deposits and other credits cleared (2).....	24,834.23
Statement ending balance.....	<u>38,715.18</u>

Uncleared transactions as of 10/31/2023.....	-28,617.78
Register balance as of 10/31/2023.....	10,097.40
Cleared transactions after 10/31/2023.....	0.00
Uncleared transactions after 10/31/2023.....	-30.00
Register balance as of 11/06/2023.....	10,067.40

Details

Checks and payments cleared (12)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/27/2023	Expense	10001190 083123	Express Publishing, Inc.	-474.50
09/27/2023	Expense	7226	City Of Ketchum	-38,975.08
09/27/2023	Expense		KETCHUM COMPUTERS	-625.50
09/27/2023	Expense	7225	City Of Ketchum	-12,800.00
09/27/2023	Expense	091523	Ann Sandefer	-1,120.00
09/27/2023	Expense		Lawson & Laski, PLLC	-600.00
09/29/2023	Expense		US Bank	-239.88
10/06/2023	Expense		National associations of housi...	-1,116.00
10/06/2023	Expense		US Bank	-30.00
10/06/2023	Expense		Sun Valley Elkhorn Associatio...	-522.26
10/06/2023	Expense	1052023	Sun Valley Elkhorn Associatio...	-478.33
10/24/2023	Expense	2230929	Ann Sandefer	-840.00

Total -57,821.55

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/13/2023	Deposit			24,009.23
10/25/2023	Deposit		Joyce Peterson	825.00

Total 24,834.23

Additional Information

Uncleared checks and payments as of 10/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2006	Journal			-173.25
10/01/2007	Journal	2007-AJE-3R		-100.00
10/01/2009	Journal	AUDITR		-51,727.34
05/04/2015	Bill Payment	6334	Jacob Hunt	-71.50
07/15/2015	Check	6381	ALLEN, COREY N.C. (deleted)	-30.93
12/08/2016	Bill Payment	6704	JONATHON BACCUS	-75.00
04/15/2022	Check		CHRISTMAS, NATALIE B	-11.06
10/31/2022	Check		APPRIVER, LLC	-53.82
12/16/2022	Check		Intermountain Gas	-409.61
01/20/2023	Journal	5		-187.45
07/11/2023	Expense	76338	BEARROCK INVESTMENTS ...	-2,0

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/15/2023	Expense		101 EMPTY SADDLE TRAIL ...	-1,000.00
09/08/2023	Expense	inv-ol-171792	Owl Labs	-1,049.00
10/15/2023	Expense		101 EMPTY SADDLE TRAIL ...	-1,000.00
10/24/2023	Expense		ICRMP	-2,899.00
10/25/2023	Expense	7329	City Of Ketchum	-4,175.38
10/31/2023	Expense	10052023	Leonardo Padilla Sacha	-450.00
10/31/2023	Expense		Jon Gamsey	-499.00
10/31/2023	Expense	1057	BLAINE COUNTY CHARITAB...	-891.03
10/31/2023	Expense	231033158	SLIDEROOM TECHNOLOGI...	-940.00
10/31/2023	Expense	2	Courtney Noble	-8,470.00
10/31/2023	Expense	1	Courtney Noble	-7,490.00
10/31/2023	Expense	1092023	Ann Sandefer	-665.00

Total -84,368.37

Uncleared deposits and other credits as of 10/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/11/2004	Deposit		G & A	2.00
05/11/2004	Check	5186	Petty Cash	48.00
09/20/2005	Journal	PettyCash 1		88.25
10/01/2005	Check	5511	Richard D. Duncan	35.00
09/30/2007	Journal	2007-AJE-3		100.00
09/30/2009	Journal	AUDIT		51,727.34
08/04/2023	Deposit			3,750.00

Total 55,750.59

Uncleared checks and payments after 10/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/02/2023	Expense		US Bank	-30.00

Total -30.00



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

5440 IMG S Y ST01

Account Number:
1 533 9512 1848
Statement Period:
Oct 2, 2023
through
Oct 31, 2023

Page 1 of 3



000271853 00 SP 106481875713182 E
BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM ID 83340-4001



To Contact U.S. Bank

Commercial Customer

Service: 800-346-2249

U.S. Bank accepts Relay Calls

Internet: usbank.com

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



INFORMATION YOU SHOULD KNOW

Effective November 13, 2023, please review updates made to the *Your Deposit Account Agreement* document which may affect your rights.

Beginning October 11, 2023, you can review the full revised document at usbank.com/YDAA-upcoming-version, by calling 24-Hour Banking at 800-USBANKS (872-2657) or by visiting your local U.S. Bank branch. We accept relay calls.

Here's what you should know:

- Under **Owner's Authority** section, added U.S. Bank makes no warranty or representation as to the suitability of any deposit product outside the United States of America.
- Under **Insufficient Funds and Overdrafts** section, removed language that states an Overdraft Paid Fee may be charged if the Available Balance was positive at the time the debit card transaction was authorized.
- Under **Withdrawal Rights, Ownership of Account, and Beneficiary Designation** section, **Accounts Established Under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act ("UTMA/UGMA")** sub-section, added language stating U.S. Bank may contact the minor for instructions, unless prior written notice is received and supporting documentation establishing that the minor has not yet reached the age of termination.

If you have questions, please call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. You can also schedule an appointment at usbank.com/book to speak with a banker in person, by phone or virtually.

SILVER BUSINESS CHECKING

Member FDIC

U.S. Bank National Association

Account Number 1-533-9512-1848

Account Summary

	# Items	\$	
Beginning Balance on Oct 2		\$	71,702.50
Customer Deposits	2		24,834.23
Other Withdrawals	3		1,270.47-
Checks Paid	7		56,551.08-
Ending Balance on Oct 31, 2023		\$	38,715.18

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount	
	Oct 13	9213179629	24,009.23 ✓		Oct 25	8613711458	825.00 ✓	
Total Customer Deposits							\$	24,834.23



To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

DATE	AMOUNT
TOTAL	\$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	\$

- List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
- Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
- Enter the ending balance shown on this statement. \$ _____
- Enter the total deposits recorded in the Outstanding Deposits section. \$ _____
- Total lines 3 and 4. \$ _____
- Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ _____
- Subtract line 6 from line 5. This is your balance. \$ _____
- Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
- Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
- The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:
 J.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- Account information:** Your name and account number.
- Dollar Amount:** The dollar amount of the suspected error.
- Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The *****INTEREST CHARGE***** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



MAGES FOR YOUR SILVER BUSINESS CHECKING ACCOUNT

Member FDIC
Account Number 1-533-9512-1848

Account: 10001190 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$474.50 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: 10001190 083123

US BANK NA
1184 0882 879 87 9129 1/1 4815181.1 09210644

Pay FOUR HUNDRED SEVENTY FOUR AND 50/100 DOLLARS

TO THE ORDER OF EXPRESS PUBLISHING
PO BOX 1213
KETCHUM, ID 83340-0990

\$ *****474.50

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005139
October 04, 2023

⑈005139⑈ ⑆123103729⑆ 153395121848⑈

139 Oct 06 474.50 ✓

Account: 37462 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$600.00 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: 11811002 Aug 23

US BANK NA
1184 0882 879 87 9129 6/4 48679121.1 0921287

Pay SIX HUNDRED AND 00/100 DOLLARS

TO THE ORDER OF LAWSON LASKI CLARK, P.L.L.C.
PO BOX 3310
KETCHUM, ID 83340-3301

\$ *****600.00

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005143
October 04, 2023

⑈005143⑈ ⑆123103729⑆ 153395121848⑈

5143 Oct 04 600.00 ✓

Account: BCHA PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$1,120.00 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: Sept 1 to 15

US BANK NA
0180 6681 147 006295 006755 0001 0002 4200 683

Pay ONE THOUSAND ONE HUNDRED TWENTY AND 00/100 DOLLARS

TO THE ORDER OF ANN SANDEFER
PO BOX 6306
KETCHUM, ID 83340-6306

\$ *****1,120.00

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005140
October 04, 2023

⑈005140⑈ ⑆123103729⑆ 153395121848⑈

140 Oct 05 1,120.00 ✓

Account: 1242496 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$1,116.00 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: INV18254-55834

US BANK NA
01780 6681 147 006295 006755 0001 0002 4200 683

Pay ONE THOUSAND ONE HUNDRED SIXTEEN AND 05/100 DOLLARS

TO THE ORDER OF NAMRO
PO BOX 60487
WASHINGTON, DC 20090-0487

\$ *****1,116.00

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005144
October 16, 2023

⑈005144⑈ ⑆123103729⑆ 153395121848⑈

5144 Oct 27 1,116.00 ✓

Account: BCHA # 2045 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$51,775.08 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: 09220223

US BANK NA
1184 0882 879 87 9129 1/1 4815181.1 09210644

Pay FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTY FIVE AND 08/100 DOLLARS

TO THE ORDER OF CITY OF KETCHUM
PO BOX 2315
KETCHUM, ID 83340-2315

\$ *****51,775.08

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005141
October 04, 2023

⑈005141⑈ ⑆123103729⑆ 153395121848⑈

141 Oct 17 51,775.08 ✓

Account: BCHA PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$840.00 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: 09220223

US BANK NA
1184 0882 879 87 9129 1/1 4815181.1 09210644

Pay EIGHT HUNDRED FORTY AND 00/100 DOLLARS

TO THE ORDER OF ANN SANDEFER
PO BOX 6306
KETCHUM, ID 83340-6306

\$ *****840.00

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005145
October 30, 2023

⑈005145⑈ ⑆123103729⑆ 153395121848⑈

5145 Oct 31 840.00 ✓

Account: 0001 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$625.50 372/1231

Please Direct Any Questions To (800) 278-6302 OUR OPERATIONS DEPARTMENT

BLAINE COUNTY HOUSING AUTHORITY
PO BOX 4045
KETCHUM, ID 83340-4001

MEMO: 19940

US BANK NA
1184 0882 879 87 9129 2/2 48679124.2 0943587

Pay SIX HUNDRED TWENTY FIVE AND 50/100 DOLLARS

TO THE ORDER OF KETCHUM COMPUTERS
PO BOX 5186
KETCHUM, ID 83340-5196

\$ *****625.50

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor

0000005142
October 04, 2023

⑈005142⑈ ⑆123103729⑆ 153395121848⑈

142 Oct 16 625.50 ✓



PO BOX 4045
KETCHUM ID 83340-4001

Account Number:
1 533 9512 1848
Statement Period:
Oct 2, 2023
through
Oct 31, 2023
Page 2 of 3



SILVER BUSINESS CHECKING

(CONTINUED)

Account Number 1-533-9512-1848

.S. Bank National Association

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Oct 6	Internet Banking Payment To Credit Card *****2376		\$ 269.88- ✓
Oct 6	Electronic Withdrawal To Elkhorn Village REF=232780147799830N00 1820304717L37494 OELK10437		478.33- ✓
Oct 6	Electronic Withdrawal To Elkhorn Village REF=232780147799840N00 1820304717L37494 OELK10445		522.26- ✓
Total Other Withdrawals			\$ 1,270.47-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
139	Oct 6	9214616029	474.50	5143	Oct 4	8614428055	600.00
140	Oct 5	8914375919	1,120.00	5144	Oct 27	9211822928	1,116.00
141	Oct 17	8313644974	51,775.08	5145	Oct 31	8315567729	840.00
142	Oct 16	8016521003	625.50				
Conventional Checks Paid (7)							\$ 56,551.08-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Oct 4	71,102.50	Oct 13	92,246.76	Oct 25	40,671.18
Oct 5	69,982.50	Oct 16	91,621.26	Oct 27	39,555.18
Oct 6	68,237.53	Oct 17	39,846.18	Oct 31	38,715.18

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: September 2023

Account Number:	1-533-9512-1848	\$	0.00
Account Number:	1-533-5465-0423	\$	0.00
Account Number:	1-533-9505-8925	\$	0.00
Analysis Service Charge assessed to	1-533-9512-1848	\$	0.00

¹ Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

Service Activity Detail for Account Number 1-533-9512-1848

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	13		No Charge
Subtotal: Depository Services			0.00
Fee Based Service Charges for Account Number 1-533-9512-1848			\$ 0.00

Check Register

Check Date	Check Number	Vendor	Notes	Checks\$	Deposits \$	Balance
7/11/2023		BearRock Investments	Rent	(2,000.00)		54,338.02
9/8/2023		Blaine County Charitable Fund	1055	(891.03)		70,681.61
9/5/2023		Elkhorn Village	113 Angani Way	(478.33)		70,203.28
9/5/2023		Elkhorn Village	111 Angani Way	(522.26)		69,681.02
9/27/2023		Central Bill CC- Quickbooks & ..	Quickbooks & ..	(122.17)		69,558.85
10/4/2023		Ketchum Computers	monthyl workstation maitn	(625.50)		68,933.35
10/4/2023		Lawson Laski Clark, PLLC	August 25 2023	(600.00)		68,333.35
10/4/2023		City of Ketchum	Grounded Solutions Reimburse	(12,800.00)		55,533.35
10/4/2023		City of Ketchum	FY 23 Salary Reimbursement	(38,975.08)		16,558.27
10/4/2023		Ann Sandefer	09/01/23-9/20/23	(1,120.00)		15,438.27
10/4/2023		Express Publishing	10001190 083123	(474.50)		14,963.77
10/6/2023		Central Bill CC	Quickbooks & Adobe	(269.88)		14,693.89
10/13/2023		Nancy Vanderboorn	Rent		750.00	15,443.89
10/13/2023	91423	City of Ketchum	County Contribution-AUG		23,259.23	38,703.12
10/16/2023		NAHRO	Commissioners Fundamentals	(1,116.00)		37,587.12
10/25/2023		Joyce Peterson	Rent		825.00	38,412.12
10/30/2023		Ann Sandefer	September 22-29	(840.00)		37,572.12
11/1/2023		City of Ketchum	October Salaries	(4,175.38)		33,396.74
11/1/2023		ICRMP	2024 Annual Policy	(2,899.00)		30,497.74
10/5/2023		Elkhorn Village	113 Angani Way	(478.33)		30,019.41
10/5/2023		Elkhorn Village	111 Angani Way	(522.26)		29,497.15
11/7/2023		Leonardo Padilla Sacha	September Spanish Translation	(450.00)		29,047.15
11/7/2023		SlideRoom Technologies	Rental Application, Pre-App, Pr	(940.00)		28,107.15
11/7/2023		Blaine County Charitable Fund	Monthly Rent and Internet	(891.03)		27,216.12
11/7/2023		Courtney Noble	Homelessness Infrastructure B	(8,470.00)		18,746.12
11/7/2023		Courtney Noble	Housing Navigation/Shelter Ple	(7,490.00)		11,256.12
11/7/2023		Ann Sandefer	10/02-10/09/2023	(665.00)		10,591.12
11/7/2023		PillartoPost	Inspection Package plus Radon	(499.00)		10,092.12

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet

As of November 6, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash in Bank	-23,347.80
BCHA - Operating Reserve 2478	342.33
Checking US BANK	33,072.87
Petty Cash	0.00
Total Cash in Bank	10,067.40
Restricted Cash	0.00
Capital Repl Reserve US Bank	5,850.00
Restricted Cash-LGIP 3138	-14,962.38
Restricted Cash - Capital	33,000.00
Restricted Cash-Earnings	0.00
Restricted-Comm Hsg Pres Fund	425.16
Restricted-Contingency Fund	25.00
Total Restricted Cash-LGIP 3138	18,487.78
Total Restricted Cash	24,337.78
Total Bank Accounts	\$34,405.18
Accounts Receivable	
Fees Receivable	0.00
Restricted Cash Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Employee Advance	0.00
Prepaid Insurance	0.00
Receivable from Other	0.00
Receivable from Restricted Fund	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$34,405.18
Fixed Assets	
Accumulated Depr Lift Tower	-81,220.22
Land Purchase	0.00
Office fixtures, furniture	0.00
Property Held for Development	0.00
Total Fixed Assets	\$ -81,220.22

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet

As of November 6, 2023

	TOTAL
Other Assets	
Earnest Money	0.00
Investment in Property/Housing	1,355,061.26
Rent - Deposit	0.00
Rent - Last Month	0.00
Total Other Assets	\$1,355,061.26
TOTAL ASSETS	\$1,308,246.22
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,597.13
Total Accounts Payable	\$26,597.13
Other Current Liabilities	
Accrued Compensated Absences	63.05
Accrued Int. - City of Ketchum	0.00
Accrued Payroll Liabilities	269.37
Accrued PR Liab SEP 2018 correc	0.00
Total Accrued Payroll Liabilities	269.37
Deferred City Grants	0.00
Deferred County Support of BCHA	0.00
Deferred Housing In-Lieu Fees	0.00
Direct Deposit Liabilities	0.00
Herrera Lease Option	0.00
Loan From Blaine County	0.00
Note Payable-Ketchum	0.00
Restr Funds Payable to Op acct	0.00
Restricted Cash Payable	0.00
Security Deposit	1,150.00
US Bank Loan	0.00
Total Other Current Liabilities	\$1,482.42
Total Current Liabilities	\$28,079.55
Total Liabilities	\$28,079.55
Equity	
Net Assets	
Restricted to Housing Costs	0.00
Unrestricted	0.00
Total Net Assets	0.00
Opening Bal Equity	155.82
Reserved Fund Balance	0.00

BLAINE COUNTY HOUSING AUTHORITY

Balance Sheet

As of November 6, 2023

	TOTAL
Retained Earnings	1,238,992.23
Transfer Out	0.00
Unreserved Fund Balance	46,680.39
Net Income	-5,661.77
Total Equity	\$1,280,166.67
TOTAL LIABILITIES AND EQUITY	\$1,308,246.22



**BLAINE COUNTY
HOUSING AUTHORITY**

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- BCHA approved the contract for services on September 20, 2023
- City of Ketchum’s Counsel requested that the contract be updated to include a mutual 10-day default termination, instead of the current two days for BCHA and five days for Ketchum

Policy Analysis and Background:

Ketchum City Council members recommend increasing the length of time to terminate the contract to 10-days, given that Ketchum hired staff specifically to service BCHA and will need additional time to transition BCHA. The no-fault termination remains sixty (60) days.

Attachments:

1. Resolution 2023-08
2. Original, Approved Contract for Services with City of Ketchum
3. Updated, Proposed Contract for Services with City of Ketchum
4. Exhibit A. Scope of Work

RESOLUTION No. 2023-08

BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO RENEW
CONTRACT FOR SERVICES WITH CITY OF KETCHUM

WHEREAS, contractor City of Ketchum has the expertise and capacity to undertake BCHAs responsibilities and fulfill BCHAs Strategic Plan; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the renewal of City of Ketchum’s contract for services on September 20, 2023, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this ____ day of _____, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair

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

THIS AGREEMENT is made and entered into effective to this ____ day of September 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 September __, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.
- 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	Board Chair
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 sixty (60) 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;
-------------------	--------------------------------

	\$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

ATTEST:

By

Trent Donat
City Clerk

**City of Ketchum 22830-1 CONTRACT FOR SERVICES AGREEMENT
WITH BLAINE COUNTY HOUSING AUTHORITY (Res. No. 2023-08)**

THIS AGREEMENT is made and entered into effective to this ____ day of November 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 November __, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.
- 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	Board Chair
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 sixty (60) 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 ten (10) days' written notice. Furthermore, this Agreement shall be terminable by Ketchum upon ten (10) 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;
-------------------	--------------------------------

	\$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

ATTEST:

By

Trent Donat
City Clerk

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

Goal: *Provide staffing, administrative and program services to the Blaine County Housing Authority Board.*

Administration

Tasks to Be Completed no later than January 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.
- Adopt and implement a customer relationship management system to maintain clear documentation of communication and tasks.

Ongoing

- Update BCHA website and social media.
- 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 housing navigation system for providing resources, services, and housing application assistance

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.
- Provide 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.
- Enhance Ketchum's Housing Department's countywide needs assessment.
- Analyze and distribute findings in accessible format with visual and written representations.

Develop community education 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.

Increase collaboration and communication among housing- and service-providers

- Shift hosting duties of quarterly implementation partner meetings from City of Ketchum to Blaine County Housing Authority.

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.

Implement Emergency and Transitional Housing Plan

- Hire Housing Stability Manager to undertake these responsibilities and the Housing Navigation System.
- Master lease RV spots and assist in winterizing.
- Master lease a motel from November to April.
- Launch a community-wide funding campaign.



**BLAINE COUNTY
HOUSING AUTHORITY**

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city's Treasurer requested BCHA engage separate accounting and bookkeeping services for a clear division of roles
- Christy McPherson, CPA is now Blaine County Housing Foundation's CPA and has the capacity and expertise to adequately service BCHA

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds
--	----------------

Attachments:

- | |
|--|
| 1. Res. 2023-14 |
| 2. Engagement Letter for Accounting/Bookkeeping services |
| 3. |

RESOLUTION No. 2023-14

BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS
AUTHORIZING THE ENGAGEMENT OF CHRISTY McPHERSON, CPA, FOR ACCOUNTING/BOOKKEEPING SERVICES

WHEREAS, the City of Ketchum Finance team is familiar with BCHA’s finance needs; and

WHEREAS, the City of Ketchum Finance team recommended separating accounting and bookkeeping services of BCHA for clarity of roles; and

WHEREAS, BCHA executive director supports this recommendation; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the execution of Engagement Letter to engage services of Christy McPherson, CPA on November __, 2023, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this ____ day of _____, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair



Christy A. McPherson

CPA

101 E Bullion St Ste 2G

Hailey, ID 83333

208-726-2741 office

208-726-2742 fax

ENGAGEMENT LETTER FOR ACCOUNTING/BOOKKEEPING SERVICES

Wednesday October 11, 2023

Blaine County Housing Authority

To Whom It May Concern:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom work is done to confirm the following arrangements.

We will provide accounting services from information that you will furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. The services we will provide are generally as follows: We will use QuickBooks software (**online or Desktop version to be determined**) to prepare your accounting records including entering deposits made by your staff, entering & (possibly) preparing checks or online payments for vendor bills, entering debit card activity and other amounts paid from your bank from information that you will provide, preparing monthly bank reconciliations to ensure accounting records agree with bank activity, and monthly financial statement preparation for management use only (not compiled, reviewed or audited).

Our work in connection with the preparation of your monthly financial statements does not include any procedures designed to discover defalcations and/or irregularities, should any exist.

This engagement does not include any services not specifically stated in this letter. However, we would be pleased to consult with you regarding other matters, such as proposed or completed transactions, and for research in connection with such matters. We will render additional invoices for such services at our standard billing rates.

Our fee for these accounting/bookkeeping services will be based upon the amount of time required at standard billing rates plus fees for out-of-pocket expenses. Our rates for monthly accounting services performed in our office are currently \$89/hour. We offer a 20% discount on all fees for services charged to our Non-Profit clients as our "contribution to the cause". All invoices are due and payable upon presentation. A late payment charge of 1 1/2% per

month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 30 days from the date of billing. This is an Annual Percentage Rate of 18%.

This agreement shall remain in force until such time as either party terminates the agreement with 30 days written notice, or a new agreement is signed by all parties.

This agreement shall be governed by all applicable laws of the State of Idaho.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. However, if there is other work you would like us to do, please inform us by noting so at the end of the return copy of this letter.

We want to express our appreciation for this opportunity to work with you. Please do not hesitate to contact us if you wish to discuss this engagement letter or any other matters.

Best Regards,

Christy A McPherson, CPA

Christy A. McPherson, CPA

Accepted By: _____

Date: _____

Comments or additional requests:

QUARTERLY COMPLIANCE UPDATE

October 30, 2023

Annual Compliance of Community Homeowners

- In 2023 all Community Homeowners were contacted to complete their annual compliance form which resulted in a compliance rate of 100% with all households responding.
- With all households responding, 4 were determined to be out of compliance. One household has sold to a qualified applicant, one came into compliance by completing their annual compliance form, we are in the process of determining compliance status with one household and working with the last household for a potential exemption filing within the given timeframe (November 9, 2023). There may be two more forced sales as a result that may require attorney involvement.

Annual Recertification of Community Renters

- After the departure of BCHA's previous bilingual Program Administrator, Silvia Romero, I picked up the annual recertification process of Community Renters. Currently we are on target with recertifications. We do have 2 Community renters who were re-certified in April, based on the 2020 Guidelines that were in place at the time of recertification. Once the new guidelines were adopted by the Board, they got caught "in the crossfire" of the new guidelines as they are two categories above the category of the units, they reside in.
- I would like to propose that these two community renters be allowed to fall under the 2020 guidelines under which they were recertified. Upon their next recertification cycle in 2024 they will fall under the new guidelines, giving them time to get back into the application process for consideration of higher income category units rather than potentially being displaced from their current community rentals. I believe this is more in line with BCHA's mission. I further believe that if they do get a rent increase above their unit category, it should be a reasonable increase which would be paid to BCHA and not the landlord until their next recertification cycle.

Non-Compliance with Landlords of Community Rentals

- The KETCH building landlord is non-compliant on several issues. The City of Ketchum's attorney in conjunction with BCHA are currently working to resolve said issues. Initial stages.
- The owner of CSX (Cold Springs Crossing) is non-compliant with re-certification/lease issues. A notice of non-compliance letter is being prepared to be sent certified mail to the landlord.
- The City of Ketchum's attorney in conjunction with BCHA are working on non-compliance issues with the owner of the building at 100 7th Ave. to fill the one-bedroom community rental unit which is a category 4 unit.

Ann Sandefer/Compliance Consultant

Blaine County Housing Authority



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Reasons for Recommendation:

- Staff recommend holding applying new policies to existing renters until their next lease cycle, as it would otherwise alter their lease terms.

Policy Analysis and Background:

BCHA have two community renters in the Program that entered leases under the old guidelines (2020) and were recertified under those guidelines prior to the adoption of the new guidelines in June, 2023. Once the new guidelines were adopted by the Board, their rent would have increased and a non-lease renewal provided as they are two categories above the category of the units, they reside in.

Staff propose that these two community renters be allowed to fall under the 2020 guidelines under which they were review new lease terms and seek alternative housing with higher income category units rather than potentially being displaced from their current community rentals. Staff believe this is in line with BCHA's mission.



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The NeuroMediation Group LLC team possesses the necessary knowledge, skills, and experience to execute a much-needed housing program quickly and efficiently. They are now in their second year working on this program in Blaine County.
- The program increases the likelihood that households can stay in their current housing and, if displacement is unavoidable, minimizes its impact. 97% of mediated cases reach a resolution, whereas when eviction is filed landlords and tenants spend more time, money, and stress without a resolution 37% of the time.

Policy Analysis and Background (non-consent items only):

GOAL 3: Expand, coordinate, and improve services to create housing stability
ACTION 2: Address the immediate needs of unhoused and people at risk of displacement

Why mediation? An eviction diversion program that combines direct landlord-tenant mediation and thematical training for case workers throughout Blaine County, minimizes displacement by facilitating arrangements such as payment plans and helping tenants access other supports. Landlords are able to limit turnover costs and avoid vacancies. In the event that displacement is unavoidable, mediation can lead to an agreement that results in non-disruptive displacement and ensures that the landlord is able to avoid costly eviction procedures.

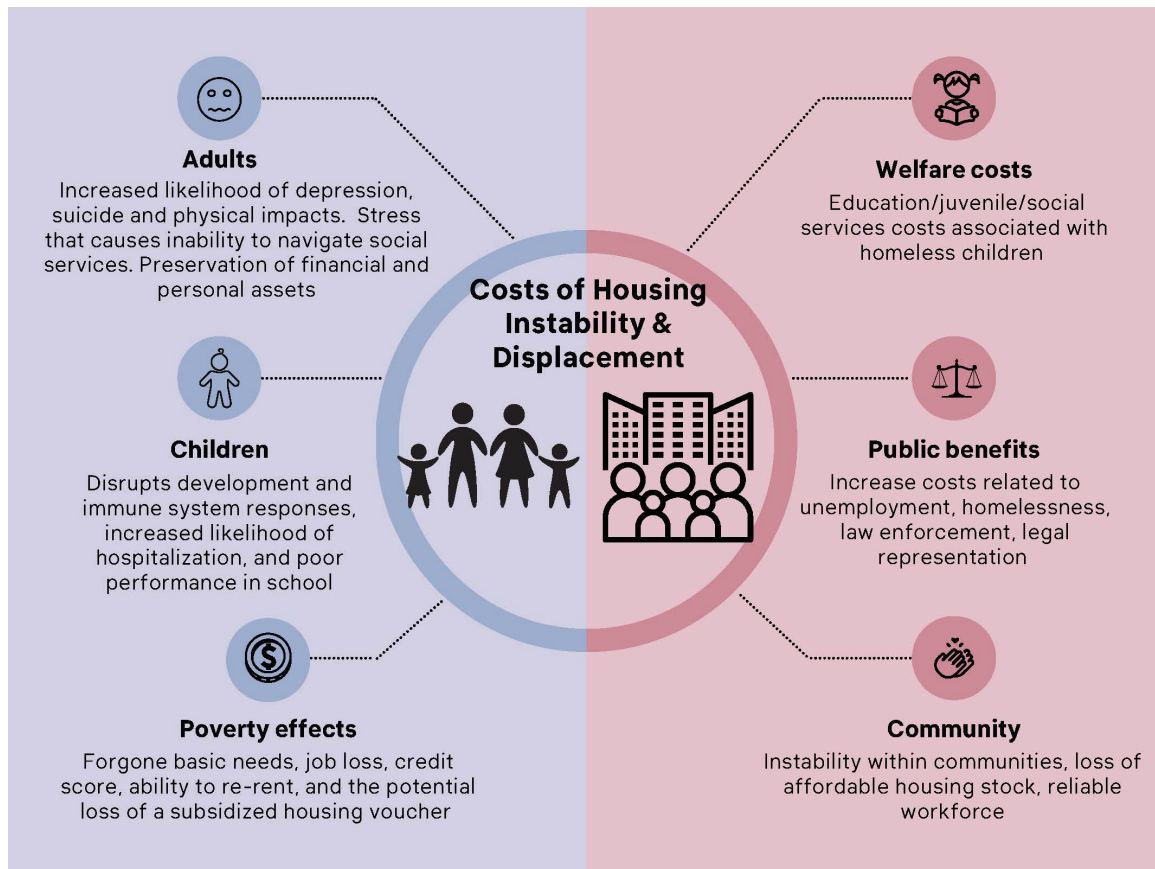
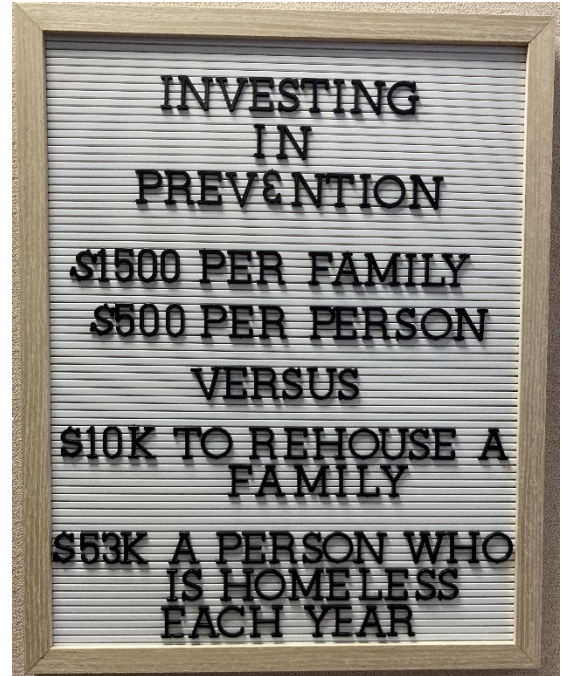
Mediation helps avoid the need for tenant legal representation in 97% to 98% of cases. This is based on discussions with Jesse Tree and Carol Barks of NeuroMediation Group LLC – the contractor who created the eviction court mediation program for the Idaho Third District and facilitates the eviction process for the Nevada Supreme Court.

Mediation programs – both those that preempt evictions from going to court and those that take place at court – are a tried-and-true method for minimizing displacement. The City of Philadelphia has worked on eviction diversion and as of January 1, 2022 requires landlords and tenants to participate, for free, by City Ordinance. Philadelphia also requires a right to legal counsel. Boulder, Colorado created an [Eviction Prevention and Rental Assistance Program](#) which provides financial assistance, pro-bono legal assistance, and mediation services and is funded through a landlord tax. Other jurisdictions provide such programs nationwide. More locally, Canyon County and Ada County

Idaho have eviction mediation programs and the Idaho Supreme Court aims to roll out such programs state-wide. There is no clear timeline for the program in the Fifth District Court, which Blaine County is part of.

Mediation potential in Blaine County: Households most at risk of formal and informal eviction earn under the median income, are rent-burdened, and often are comprised of minorities, women, elderly, and disabled. Eviction Lab found that the greatest predictor of eviction is children in the household. Blaine County has about 3,000 households who earn under 80% AMI and nearly 10,000 residents who are housing unstable or cost burdened, meaning they are at risk of eviction or displacement.¹

Investing in eviction diversion programs that include mediation and financial assistance saves public funding in the long run. This visual to the right is from Jesse Tree in Boise – which provides financial assistance, case management, and eviction court assistance – and describes such impact. NeuroMediation Group refers households to Blaine County Charitable Fund for the financial assistance component. Displacement and eviction also has negative impacts on residents’ mental, physical, and economic health.



Mediation Program Impact: The formal mediation program reached 14 households with 12 successful mediations (22 people) in Blaine County in the first year. Five additional households were referred elsewhere, such as Blaine County Charitable Fund, BCHA, and Legal Aid. Of the twelve households that reached an agreement, one resulted in a lease renewal, eight resulted in a stay extension, and four resulted in a payment plan.

Many evictions are informal, meaning landlords threaten or intimidate tenants absent of a legal process. This number is unquantifiable since they occur outside of a formal process.² To address these situations, NeuroMediation needs to rely on outreach, word of mouth, and referrals. Since this program is still relatively new, NeuroMediation Group is aiming to improve outreach such as by working with the Hunger Coalition's organizer who works with the Hispanic/Latino community. They will also improve their visibility via Google, social media, and other means. BCHA will also remind case workers in the next case management meeting and work with NeuroMediation to systematize Spanish interpretation. There has also been confusion about eligibility since this contract has been with the City of Ketchum.

NeuroMediation Group is also working to establish a protocol where judges will automatically refer eviction cases to mediation, which occurs in other communities but has been delayed here due to misunderstandings of the program. BCHA could propose an ordinance similar to the one in Philadelphia, which requires landlords and tenants to participate in the free mediation if an eviction case is brought to court. Of the ten eviction cases brought in Blaine County since program launch, only five were mediated.

Training Impact: NeuroMediation Group provided three trainings during their first year and will continue to improve on, and provide similar trainings. Their 3-hour "Understanding Eviction Law Overview" had 98 registrants from across Idaho, with the most local participants from the Advocates. The 9-hour conflict resolution course had nine attendees and the 40-hour Basic Mediation Course with an emphasis on Landlord-Tenant Matters had six participants. These trainings are vital because there is a dearth of knowledge around landlord-tenant law, evictions, and conflict resolution countywide. The newly trained case workers can apply these skills in their work, since many already find them in positions where they advocate for their clients. It also provides a basis for understanding how mediation works so that referrals and participation in the program are easier to promote.

How this aligns with the Strategic Plan: Goal 3 is to Expand, coordinate, and improve services to create housing stability. During the development of Ketchum's Housing Action Plan, this service was an identified gap by survey respondents, interviewees, and Task Force members including the Hunger Coalition, the Advocates, Men's Second Chance Living, Blaine County Charitable Fund. Other service providers also vocally supported such a service being brought into the Valley, recognizing that there is a high need, it is too far out of their wheelhouse to facilitate or provide, and that having a neutral third-party is critical. Contracting with NeuroMediation Group achieves such aims and augments the work of our partners.

"I love that you are considering a position like this! I bet there would easily be enough work for a full-time tenant advocate if they worked valley-wide...Our other feedback about this position is how critical it is that this person is bi-lingual, knows the local real estate market and is not strongly affiliated with any single group/community here...If you can find a person who is capable of operating from a neutral perspective, that's the person you want!!" – The Hunger Coalition

"I love this idea and I do think there is a significant need...we spend quite a bit of time working with landlords on behalf of our clients and would welcome more expertise and resources." – the Advocates

"I definitely see this as a huge need. I've advocated for it in the past with BCHA, had many times we had nowhere to point people when they were experiencing not positive relations with tenant or landlord, or needed the representation in eviction court. Plus, not to mention the amount of people that reside in our county that live in the shadows and are taken advantage of because of it." – Blaine County Charitable Fund

"I think this would be a fantastic service." – Men's Second Chance Living

One implementation partner who is a developer and owner of housing does not support facilitating such a service, as they understand it as forcing a landlord to continue leasing to problem tenants. This program is entirely voluntary and any agreement reached is one that both landlord and tenant agree to.

This is an action with immediate results and – if the Supreme Court program is rolled out and preempts eviction filings – could be scaled back or stopped in later years. This is not meant to be a silver bullet (as there are none) but is one tactic to be used in tandem with other stabilizing interventions like the housing navigation system / one-stop shop and financial assistance provided through the Blaine County Charitable Fund. The goal is to stabilize households as much as possible in their current homes, particularly when there are extremely limited alternative housing options. Secondly, when an agreement can't be achieved and eviction is inevitable, this mediation program helps minimize the disruption to the displaced household. The visual below is also from Jesse Tree and describes the prevention work in the top left that this action addresses.



One of the many benefits of working with NeuroMediation Group is that there is no commitment to continuing the program in the future nor commitment to onboarding staff to administer the program. Their expertise, capacity for customer service and outreach as a third-party entity signifies an objective perspective that can impartially mediate arrangements.

This program is fully supported by the City of Ketchum and service providers. The management of the contract is better suited with the Blaine County Housing Authority, given the clear countywide range of service provision.

1. Ketchum Housing Matters community survey, Nov. 15, 2021-Jan. 3, 2022 + Blaine County Housing Survey, 2023
2. "As affordable housing crisis continues, informal evictions harm Idaho renters," January 4, 2023, Idaho Capital Sun. <https://idahocapitalsun.com/2023/01/04/informal-evictions-harm-renters-in-idaho/>

Financial Impact:

None OR Adequate funds exist in account:

Adequate funds in account

Attachments:

1. Resolution 2023-16
2. NeuroMediation Group Proposal and Work Scope
3. Proposed Contract

RESOLUTION NO. 2023-16

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT FOR NEUROMEDIATION GROUP SERVICES.

Section 1. Findings

- 1.1 The Blaine County Housing Authority (BCHA) has authority to enter into a contract for provision of public services pursuant to Idaho Code § 50-301 *et seq.*
- 1.2 The BCHA finds that it is economical and efficient and that is in the best interests of the BCHA to contract with NeuroMediation Group LLC for certain services as set forth in the attached Agreement.
- 1.3 The BCHA finds that NeuroMediation Group provides a unique professional service and is the only provider reasonably and practically available to the BCHA for provisions of the desired services. A competitive solicitation would be impractical, disadvantageous, or unreasonable under the circumstances.
- 1.4 The BCHA finds that, after one year of NeuroMediation Group contracting with the City of Ketchum, it is more sensible and clear to participants if the contract is with BCHA whose jurisdiction is countywide.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ketchum that:

- 2.1 Pursuant to Idaho Code §67-2808(2), the City determines and declares that there is only one vendor, NeuroMediation Group, LLC, reasonably available for the desired services.
- 2.2 The *BCHA Independent Contractor Agreement for NeuroMediation Group LLC Services*, as attached, is approved and the Board Chair is authorized to enter into and execute such on behalf of the BCHA.

PASSED BY THE BOARD OF COMMISSIONERS of the Blaine County Housing Authority, effective this ___ day of November, 2023.

APPROVED:

Signed: _____
Keith Perry, Board Chair

ATTEST:

By: _____

THE PROBLEM:

Current Context: Evictions are on the rise throughout the country and Idaho is no exception. Per the Idaho Policy Institute, in 2022 about 1.2% of Idaho’s renting households had an eviction filing and roughly .6% were formally evicted. The statewide amount of eviction filings increased by 11% from 2021 to 2022 although the households with formal evictions decreased 2.3% due to emergency rental assistance funds and federal eviction moratorium. As the moratorium has expired, the eviction cases have surpassed their 2019 figures. As our population increase, so too, will evictions.

For Blaine County, in 2022 10 evictions were filed and 13 were filed in 2021. This figure does not reflect the vast number of informal evictions, when households who received warnings or threats from their landlord – including rent increases and maintenance issues –did not see an alternative solution so moved out prior to an eviction filing. Nor does this figure include the landlord not renewing a lease nor illegal evictions, which is “a forced residential move that violates federal, state or local law and can result in penalties or other consequences for landlords, if enforced.”ⁱ

Since non-lease renewal, informal and illegal evictions occur in the shadows, it is extremely challenging to measure. In Washington State, informal eviction tactics increased during COVID from 1 in 8 low-income tenants having experienced informal eviction tactics to 1 in 5.ⁱⁱ The few studies that do exist estimate that informal evictions are twice as common to 5.5 times as common as formal, court ordered evictions.ⁱⁱⁱ For Blaine County, this would signify 90 to 195 formal and informal evictions in 2022.

Formal Eviction Causes: The reasons people come to face an eviction far surpass the simplicity of financial negligence. For instance, below are some of the regularly occurring situations regularly cited in eviction court:

- A family member contributing to the rental payment passed away
- A couple divorces and the remaining person cannot afford the rent payment alone
- A survivor of domestic violence flees a toxic relationship
- An extended illness or disease make it impossible for a person to work
- A person’s place of employment closes causing unexpected unemployment
- A parent needs to stay home with a child due to exorbitant childcare costs or special needs of the child

The reasons are endless and often complicated. While evictions will always be a part of societal norms, rising rent prices coupled with incomes that are not rising at the same rate have created an increasingly difficult environment for tenants. Added to the myriad of other reasons people may be faced with an eviction, a significant societal issue is occurring: A significant number of tenants facing eviction are part of at-risk groups such as minorities, women, elderly, and disabled, which has Fair Housing implications.

The Court Reality: Eviction takes time and it also takes the ability to find creative solutions away from the parties. Filing can be confusing and court is often reported as being scary – especially when parties are already worried about their housing or income. Many landlords can afford legal counsel for the process while most tenants are unrepresented – if they cannot afford rent, they clearly also cannot afford legal representation. Further, legal aid services are stretched beyond capacity so free or low-cost options can be difficult to access.

In looking at Blaine County statistics, roughly 63% of evictions are granted and 37% percent are not, meaning a landlord wishing to have a tenant evicted has spent time and money for an unsuccessful, stressful process. This can cause further tension between the landlord and tenant(s).

THE SOLUTION:

Pre-litigation mediation: By mediating these cases *before* an eviction filing is made, resolution can be found for informal evictions and stave off formal eviction. The cost of court is saved and a legal record is not created. The risk associated with the ambiguity of court is removed and parties are more likely to comply with terms they help create. In addition, the power imbalance that occurs between a tenant and landlord is effectively managed so both parties can have a voice and be heard.

The purpose of mediation is not to secure a specific outcome. In addition, the mediator is a neutral third party – not an advocate for the tenant. Sometimes, landlords are resistant to mediation as they feel they will be forced to allow an unpaying tenant to remain in their property. This is not the case. The concessions made in mediation are totally theirs to make and there is no pressure to perform.

Comparable Programs in Idaho: Ada County has had an eviction court mediation program for years and Canyon County began a similar program roughly two years ago. In these counties, eviction cases are sent to mediation prior to a court hearing. Through this process landlords and tenants mediate can communicate and create options for resolution that may not be available to a judge.

Currently Blaine County, which is part of the Idaho Fifth District Court, does not have an eviction court mediation program. That said, there are currently talks about implementing a program but a specific timeline for such a program has not been identified.

Mediation Agreements: The agreements vary. For instance, sometimes an agreement may allow the tenant a few more days to vacate the premises. Sometimes an agreement involves a payment plan which enables the tenant to remain in the premises while making the landlord financially whole. The agreements can be anything and the results of these programs have been remarkable with 97% of mediated cases reaching a resolution. Compliance with mediated agreements is also significant with 93% of the parties complying with the agreement made.

IMPACTS

Tenant Impact: If eviction is successful, it goes on the tenants' public records permanently which makes it extremely difficult to located new housing. In addition, displacement and housing instability have mental and physical health impacts. In adults it increases the likelihood of depression and suicide and has physical impacts. In children, it disrupts development and immune system responses and increases likelihood of hospitalization.^{iv} With pre-litigation mediation:

- A judgment for eviction, and record, can be avoided.
- There are more options available for problem resolution.
- A mediator can guide them to other resources within the community.
- A mediator can help give the tenant a voice and can help brainstorm possible solutions.
- A mediator can balance power.
- A mediator can help a tenant understand their options (both best and worst case).

Landlord Impact: When an eviction is necessary, the landlord carries the burden of legal costs and time spent in the process. Eviction legal costs average around \$500, not including potential additional costs with having the sheriff's department formal remove tenants from a residence once an eviction has been granted. While a landlord may seek to

recoup these damages in a court of law, any relief they may be granted may be difficult to collect from a tenant who is already facing financial challenges. With pre-litigation mediation:

- There is no need to legally prove their case (remember 37% of landlords are unsuccessful in court).
- Legal and court filing fees are not necessary.
- The mediator can help remove some of the high emotions associated with evictions.
- Tenants are less likely to damage a property when a landlord works with and communicates positively.
- Mediators can communicate some of the hard truths to tenants, saving the landlord from being “the bad guy”.
- Mediation can occur at any time so precious time is saved and landlords can more quickly get back to business.
- Mediation results in a written agreement which can be used as evidence in court in the unlikely event the agreement is not complied with and an eviction becomes inevitable
- The likelihood a landlord will receive a money agreement is significantly increased. If a payment arrangement is made in mediation, it is paid 93% of the time. If a cash award is ordered by a judge, the likelihood of seeing that money drops to 37%. This is due to that fact that with a judgment, the landlord must in essence become their own bounty hunter and figure out how to garnish wages or bank accounts.
- The cycle of homelessness can be reduced thus lowering the burden on future landlords.

Community Impact: Alongside the public health impacts, eviction and housing stability strains community members and employers who provide informal support to those being evicted and during homelessness. In addition, it strains environmental resources – camping after eviction increases fire risk and increases human waste and likelihood of trash on public land. With pre-litigation mediation:

- Communication is improved. When people mediate, they also learn to speak to be heard and listen to really hear. This benefits all aspects of life and community.
- Funding for other social services can be saved.
- Problems and trends can be identified by the mediator and shared with community leaders.
- The community can proactively get ahead of the eviction and rapidly rehouse or provide other needed supports to transition to permanent housing.

THE HOW:

The NeuroMediation Group LLC, with oversight from the Blaine County Housing Authority, will manage the mediation program which will:

- Provide education on the benefits of mediation
 - Create literature so tenants can better understand their rights
 - Create literature so landlords can better understand why they benefit from mediation
 - Draft press releases as appropriate
 - Speak with local media to promote the mediation program
- Collaborate with other stakeholders to improve services to tenants and landlords
 - Establish list of support services for those in need
 - Identify individuals in need of assistance
 - Liaisons with the court to develop mediation within the court system, as well
- Provide annual mediation training
- Conduct *no-cost* mediations before court cases are filed
- Create and maintain list of mediators available for unlawful detainer mediation (formal eviction)
- Manage case statistics for the purpose of analyzing effectiveness
- Create reports as requested/required by the City Manager and City Council

THE TEAM:

Carol Barkes, CPM, MBA, PhD (abd) – Fox News named Carol the top neuroscience-based conflict resolution expert in the country. She directed the Idaho's Fourth District Court for many years and managed a team of roughly 70 volunteer mediators. In this capacity, she has overseen and mediated thousands of unlawful detainer eviction cases. She also created the eviction court mediation program for the Idaho Third District Court and now serves the Nevada Supreme Court facilitating their eviction court processes and mediating many of the eviction cases plaguing Clark County, NV; Nevada's most populated county. When she is not mediating, she is an adjunct professor/lecturer at the U of I Law School, BSU and CSI and is a sought-after keynote speaker who has spoken at the United Nations. She is also a best-selling author having co-written *Success Breakthroughs* with renown author, Jack Canfield (*Chicken Soup for the Soul* author) and has been named an Idaho Woman of the Year twice. Carol spends her free time traveling, diving, hiking and enjoying time with her family. (It may be worth noting here that Carol typically bills out at a rate of \$7000 - \$10000 per keynote speech she provides. Her contribution to this project is based on her passion for mediation and belief in the value of eviction mediation.)

Leigh Barer – Passionate about helping people resolve conflict, Leigh K. Barer is a Ketchum-based certified professional mediator (CPM) with experience mediating evictions, small claims and family law conflicts. Her interest in dispute resolution is underscored by her professional training and extensive experience solving complex communication challenges. Before mediation, she spent 15+ years helping countless businesses and nonprofits communicate clearly with their audiences. As a volunteer mediator with multiple Idaho counties, she facilitates conversations between individuals, families, and businesses to resolve conflict most effectively.

Leigh serves on the board of the Idaho Mediation Association, is a member of the Association of Family and Conciliation Courts (AFCC) and is listed on the Idaho Supreme Court Roster for Child Custody Mediators. She has certifications in basic and advanced mediation, child custody mediation, domestic violence mediation, and restorative justice. Leigh earned a bachelor's degree in journalism and mass communications from Seattle University. Spare time is spent outside hiking and snowshoeing the mountains with family and friends.

Mandy Heward – Mandy is a rising star in the Idaho mediation scene. Her background as a deputy clerk and court assistance officer in Cassia County coupled with her legal assistant background makes her an extremely effective mediator. It also makes her the perfect person to oversee an eviction program that overlaps with the courts. Her grasp of the legal process along with her background as a substitute teacher and behavior technician greatly contribute to her ability to help guide her clients reach successful resolutions. She especially enjoys empowering parties to make their own decisions rather than having those decisions given over to a judge. Mandy volunteers her time to the various court mediation program in the state and has been a valuable team member for more than two years. She is also trained in neuroscience-based approaches to mediation which makes her skillset one of the most effective and unique in the state. Mandy has lived in Idaho her entire life and enjoys all the beauty Idaho has to offer. She especially loves her morning walks along the Snake River, camping, spending time outdoors with family and friends, and kayaking.

THE SCOPE OF WORK:

A budget of \$50,000 has been allocated for a one-year pilot program. The estimated distribution of these funds are as follows. Please note, these numbers are rough estimates and will evolve as does the program. That said, the team commits to staying within the budget allocated.

\$13,000.00 - Training – Including, but not limited to, the following:

- Legal Aspects of Unlawful Detainer (Eviction) Proceedings
- Reading a Lease
- Landlord-Tenant Law
- Fair Housing Law
- 40 Hour Mediation Training
- Unlawful Detainer (Eviction) Mediation Training
- Negotiation Training

NOTE: This training will be provided to mediators, caseworkers and stakeholders, as appropriate

\$6,000.00 – Program Oversight and Structuring, Stakeholder Coordination & Team Development (Carol)

NOTE: This expense includes program development, structuring, guidance, etc.

\$2,000.00 – Literature, Forms, Supplies

NOTE: This number could be higher if computer equipment, printers and office furniture is required. The initial hope is these items could be loaned to the program from the BCHA or a stakeholder.

\$5,000.00 – Mediator Reimbursement or Interpreter Services

\$24,000.00 – Program Coordinator Payment to be Shared by Leigh and Mandy

NOTE: Program coordinators will work with Carol to get the program established, create literature, manage marketing, recruit and manage mediators, maintain program statistics, report results, administer budget, etc.

Assuming the program is a success and continues in future years, the money allocated for the legal aid training, 40-hour mediation training and program oversight by Carol will no longer be necessary and those funds can be shifted to pay the Program Coordinators and provide a more basic training update.

ⁱ Sabiha Zainulbhai and Nora Daly, New America, "Informal Evictions: Measuring Displacement Outside the Courtroom," January 20, 2022. <https://www.newamerica.org/future-land-housing/reports/informal-evictions-measuring-housing-displacement-outside-the-courtroom/>

ⁱⁱ Matthew Fowle and Rachel Fyall, University of Washington, "The Impact of the COVID-19 Pandemic on Low-Income Tenants' Housing Security in Washington State," July 2021.

ⁱⁱⁱ Sabiha Zainulbhai and Nora Daly, New America, "Informal Evictions: Measuring Displacement Outside the Courtroom," January 20, 2022. <https://www.newamerica.org/future-land-housing/reports/informal-evictions-measuring-housing-displacement-outside-the-courtroom/>

^{iv} Serby, Michael, David Brody, Shetal Amin, and Philip Yanowitch. 2006. "Eviction as a Risk Factor for Suicide." *Psychiatric Services* 57(2): 273–74. Megan Sandel, Richard Sheward, Stephanie Ettinger de Cuba, Sharon M. Coleman, Deborah A. Frank, Mariana Chilton, Maureen Black, Timothy Heeren, Justin Pasquariello, Patrick Casey, Eduardo Ochoa, Diana Cutts; *Unstable Housing and Caregiver and Child Health in Renter Families.* *Pediatrics* February 2018; 141 (2): e20172199. 10.1542/peds.2017-2199

**INDEPENDENT CONTRACTOR AGREEMENT WITH NEUROMEDIATION GROUP LLC
FOR SERVICES**

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the ___ day of ___ 2022, by and between the BCHA of Ketchum, an Idaho housing authority (“BCHA”), and NeuroMediation Group LLC (“Contractor”).

FINDINGS

- A. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.
- B. 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.
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the BCHA.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the BCHA to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

- 1. **Description of Services.** Please refer to the scope of services as proposed in the BCHA Mediation proposal submitted with this contract.
- 2. **Payment for Services.** In exchange for the Services, the BCHA shall pay Contractor up to \$50,000.00. Contractor shall be on retainer for \$3,083.33 per month to be invoiced monthly. \$13,000 will be set-aside for training, which will be invoiced as a separate line item. Invoices for payment will be submitted monthly and payment made by BCHA upon BCHA review and approval within approximately thirty days. Contractor and BCHA staff will meet bi-weekly, when the Contractor will report to the BCHA as to the Service activities.
- 3. **Term.** The term of this Agreement shall commence on November __, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.
- 4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the BCHA. The BCHA will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the BCHA. This Agreement shall not be construed to create or establish any employee-employee relationship between the BCHA and Contractor or make Contractor eligible for any BCHA employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
- 5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
- 6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify BCHA from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and

all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.

7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

8. **Insurance.** Contractor is not covered by the BCHA’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$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 to BCHA. Each policy of insurance required shall provide for no less than thirty-day advance notice to BCHA prior to cancellation. In addition, the BCHA shall be named a “Additional Insured” by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

BCHA:
Blaine County Housing Authority
Attn: Housing Director
Info@bcoha.org
P.O. Box 4045
Ketchum, ID 83340

CONTRACTOR:
NeuroMediation Group LLC
Attn: Carol Barkes
housing@neuromediationgroup.com
6126 W. State Street, Suite 303
Boise, ID 83703

10. **Compliance with Laws/Public Records.** Contractor, 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 Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Contractor for BCHA regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. **Non-Assignment.** Contractor hereby acknowledges that BCHA has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor’s right, title or interest in or to this Agreement without the prior written consent of BCHA.

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

13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. 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.
15. 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. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution 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.
20. 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 execute this Agreement.

**BLAINE COUNTY
HOUSING AUTHORITY**

NEUROMEDIATION GROUP LLC, CONTRACTOR

Keith Perry, Board Chair

Carol Barkes, President

ATTEST:

[Name]
BCHA Clerk



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Reasons for Recommendation:

- Staff and the potential buyers of Silvercreek believe the Masterlease is in a final state and ready for Board review
- Once remaining due diligence is completed, such as reviewing existing leases, detailed expenses, and an inspection report, staff will present to the Board their analysis with a potential recommendation for executing the lease.

Policy Analysis and Background:

- Silvercreek Living is an ideal site for transitional housing, with common kitchens, laundry rooms, 32-38 rooms, and office space.
- The master lease approach provides BCHA with a low cost/low risk and flexible approach to immediately provide meaningful transition housing.
- The existing property manager is willing to assist with the transition for a six-month or longer period. The existing maintenance person is open to continuing work there going forward.
- Existing tenants could stay in place and be required to fill out BCHA's application – enabling them to move towards better permanent housing options. Fire safety in the building are highly rated.
- BCHA would be able to screen and place tenants immediately and expand available space for emergency housing by converting underused community and office space.

Attachments:

1. Draft Master lease

MASTER LEASE AGREEMENT

DATED _____, 2023

(the "Effective Date")

BY AND BETWEEN

WOOD RIVER LLC

AS "LESSOR"

AND

BLAINE COUNTY HOUSE AUTHORITY

AS "LESSEE"

LEASE AGREEMENT
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EXHIBIT A – Legal Description of Land

EXHIBIT B - Housing Guidelines

EXHIBIT C – Premises

EXHIBIT D – Form of Assignment and Assumption of Existing Tenant Leases

MASTER LEASE AGREEMENT

THIS MASTER LEASE ("Lease") dated for reference purposes as of the Effective Date, is made by and between **WOOD RIVER LLC**, a Washington limited liability company ("Lessor"), and **BLAINE COUNTY HOUSING AUTHORITY**, an independent public body created by Blaine County, Idaho ("Lessee").

RECITALS

WHEREAS, Lessor is under contract to purchase the Property (defined below) contemplated in this Lease.

WHEREAS, Lessor expects that closing of the transaction ("Closing") on the Property will occur on or about November 15, 2023.

WHEREAS, Lessee is a quasi-governmental housing authority wherein a key element of their mission is to strengthen and manage affordable workforce and transitional housing in Blaine County, Idaho.

WHEREAS, following Closing it is the intention of the parties that Lessee will be responsible for the overall management and control of the Property, which will include, without limitation, entering into and managing residential leases and assuming control of the day-to-day operations and maintenance of the Property, subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the foregoing and other consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, and the mutual promises contained herein, intending to be legally bound, agrees as follow.

AGREEMENT

1. **BASIC TERMS.** The following basic terms apply to the Lease.

- (a) Land. The "Land" consists of the real property legally described in **Exhibit A** attached hereto.
- (b) Buildings. The "Buildings" consist of those improvements located on the Land, having an address of 31 East McKercher Blvd, Hailey, Idaho.
- (c) Premises. The "Premises" shall consist of the Buildings and Land as generally shown in **Exhibit C** attached hereto, which may also be referred to herein as the "Property".
- (d) Agreed Floor Area of Buildings. 23,144 square feet.
- (e) Lessee's Percentage. 100% of the Premises.
- (f) Lease Dates and Term. The term of this Lease shall be for five (5) years (the "Lease Term" or "Term"), commencing on the first day of the month that follows Closing (the "Commencement Date"), and expiring at the end of the sixtieth (60th) month following the Commencement Date (the "Expiration Date"). The parties agree that if the Commencement Date does not occur by December 31, 2023 this Lease will automatically terminate and be of no further effect to either Lessee or Lessor.

- (g) Rent. The Rent for the first twelve months of this Lease shall be Forty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$41,250.00) (the “Monthly Rent”) to be paid by Lessee under this Lease as follows:

The Monthly Rent and all other charges due under the Lease (collectively “Rent”) shall be payable each month in advance on or before the first day of each month, beginning on the Commencement Date, without offset or deduction to the address in Section 1(k) below, or such other place designated by Lessor, including payment via automated clearing house (“ACH”). During the Term of the Lease and any extensions thereof, the Monthly Rent will be subject to an annual adjustment beginning on the first full month following the twelve (12) month anniversary of the Commencement Date, and on each subsequent twelve (12) month anniversary thereafter. The amount of the adjustment each year shall be three and one-half percent (3.5%). Rent for any partial months shall be prorated based on the number of days of such partial month.

- (h) Security Deposit. None.
- (i) Permitted Uses. Lessee shall use the Premises for the purposes of providing and managing housing via sublease agreements per Lessee’s *Community Housing Guidelines* published on Lessee’s website, as may be updated from time to time by Lessee (“Housing Guidelines”) and attached hereto as **Exhibit B**. At a minimum, all subtenants shall meet the qualifications to rent community housing as set forth in Section 2 of the Housing Guidelines. Specifically prohibited uses include permanent supportive housing and drug/alcohol rehabilitation clinics/shelters. Lessee’s use of the Premises shall, at all times, be in compliance with applicable legal requirements, including, without limitation, maximum legal residential occupancy limitations, and for no other purposes unless approved by Lessor, such approval to be in Lessor’s sole but reasonable discretion.
- (j) Brokers. None.
- (k) Lessor's Address.
BearRock Investments LLC
Attn: Doug Barrett and David Rothrock
232 7th Avenue North, Suite 100
Seattle, WA 98109
Email: Doug@mwaseattle.com; David@mwaseattle.com
- (l) Lessee's Address.
Blaine County Housing Authority
111 North 1st Avenue, Suite 2J
Hailey, Idaho 83333
info@bcoha.org
- (m) Extension Option. Lessee may extend the Term as set forth in Section 3 below.

2. PREMISES.

2.1 Lease of Premises. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, upon the terms and conditions set forth in this Lease, the Premises in Section 1(c) hereof. Lessee represents and warrants that it agrees with the Agreed Floor Area of the Buildings as specified in Section 1(d).

2.2 Acceptance of Premises. As of the Commencement Date, Lessee acknowledges that it has examined the Premises and accepts the Premises in their present condition, "as-is, where-is." Neither Lessor nor its agents have made any representations or warranties with respect to the Premises, except as expressly set forth herein, and Lessee expressly acknowledges that it has not entered into this Lease in reliance upon any representation, warranty, agreement or understanding, either oral or written, which is not specifically set forth herein.

2.3 Lessor's Work. Lessee acknowledges that Lessor has not agreed to and is not obligated to make any improvements or alterations to the Premises except as specifically set forth herein.

2.4 Existing Furniture, Fixtures, and Equipment. The parties acknowledge that as of the Effective Date the Premises consists of numerous items of furniture, fixtures, and equipment (collectively "Existing FF&E"). Lessee and any tenants subject to a Rental Agreement (defined below) may have use of the Existing FF&E during the Lease Term. Maintenance, repair, and replacement of the Existing FF&E shall be controlled by Section 9.2 herein.

2.5 Existing Tenants. The parties acknowledge and agree that as of the Commencement Date the Premises are occupied by tenants under existing tenant lease agreements ("Existing Tenant Agreements"). Following Closing the Existing Tenant Agreements will be assigned to Lessee pursuant to an assignment and assumption agreement dated as of the Commencement Date, the form of which is attached hereto as **Exhibit D**.

3. TERM; EXCLUSIVE TERM EXTENSION NEGOTIATION PERIOD.

3.1 Term. The Lease Term shall be for the period stated in Section 1(f) hereof, and shall commence on the Commencement Date specified in Section 1(f). Neither Lessor nor any agent or employee of Lessor shall be liable for any damage or loss due to Lessor's inability or failure to deliver possession of the Premises to Lessee as provided herein.

3.2 Exclusive Term Extension Negotiation Period. It is Lessor's desire to have Lessee as a long term tenant for the Premises. Accordingly, Lessee may provide notice (the "Extension Notice") of its desire to extend the Lease Term, such Extension Notice to be delivered to Lessor no later than thirty-six (36) full months following the Commencement Date (the "Extension Notice Deadline"). Following delivery of the Extension Notice Lessor agrees to negotiate exclusively with Lessee in good faith for thirty (30) days with respect to the rental amount, extension term, and any other material business or legal terms or condition for such requested extension. In the event that the parties agree on the foregoing extension terms during such thirty (30) day period, the parties will execute an amendment to this Lease memorializing such agreement.

4. RENT.

4.1 Monthly Rent. Lessee shall pay Lessor the Monthly Rent stated in Section 1(g) hereof and all other Rent due hereunder without demand, deduction or offset, payable in lawful money of the United States in advance on or before the day specified in Section 1(g) to Lessor at the offices of Lessor specified in Section 1(k), or to such other party or at such other place as Lessor may hereafter from time to time designate in writing. The obligations of Lessee to pay Rent to Lessor and the obligations of Lessor under this Lease are independent obligations. The term "Rent" shall mean the Monthly Rent and all other amounts owing by Lessee to Lessor under this Lease.

4.2 Interest; Late Charges. Any Rent payable by Lessee to Lessor which shall not be paid upon the due date thereof shall bear interest at a rate equal to twelve percent (12%) per annum calculated

from the date of delinquency to the date of payment. If any such installment or other payment of Rent is not received within five (5) days from the due date, Lessee shall pay to Lessor a late charge equal to five percent (5%) of the amount so delinquent, , which late charges shall be liquidated damages (and not a penalty) to compensate Lessor for the costs of handling such delinquency, the parties agreeing that actual damages would be inconvenient, uncertain, and difficult to ascertain. Such interest and late charges shall be deemed additional rent due upon demand, and Lessor shall have rights with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder. Lessor shall provide an alternative way to receive Rent payments (such as direct deposit into Lessor's bank account) in case of Lessor's inability to certify (offer a signed receipt) timely payments.

4.3. Discounted Rent. For valuable consideration, which both parties acknowledge, during the first six (6) months of the Lease Term following the Commencement Date, and provided no Event of Default exists by Lessee, Monthly Rent will be reduced by fifty percent (50%).

5. SECURITY DEPOSIT. None.

6. USES.

The Premises are to be used only for the Permitted Uses specified in Section 1(i) hereof and for no other business or purpose.

6.1 Generally. Lessee shall not use, occupy, or permit the use or occupancy of the Premises for any purpose which is illegal, patently dangerous or permit anything to be done which is prohibited by or which shall in any way conflict with any law, statute, ordinance, or governmental rule, regulation or covenants, conditions and restrictions affecting the Premises now or hereinafter in force. Lessee shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any others, including any tenants in the Buildings. Lessee shall comply with all laws relating to the Premises, and shall not permit any activities to occur on at the Premises that would unreasonably effect the safety, use, and cleanliness of the Premises and the preservation of good order therein. With respect to any tenant subleases executed by Lessee as sublandlord, Lessee will follow its standard screening requirements, and Lessee agrees it will follow its qualification process as laid out in the Housing Guidelines, as may be updated by Lessee. As stated in Section 1(i), Lessee is specifically prohibited from using any portion of the Premises as permanent supportive housing or drug/alcohol rehabilitation facility without the prior written consent of Landlord, although residents coming out of homelessness who otherwise qualify for housing under the Housing Guidelines may be residents in the Premises. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the zoning of the same, or with respect to the suitability of the Premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the Premises except as specifically set forth herein. Lessee, as its sole cost and expense, shall promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter become in force, of federal, state, county, and municipal authorities or other similar body now or hereafter constituted, and with any occupancy certificate issued pursuant to any law by any public officer or officers, which impose any duty upon Lessor or Lessee insofar as any thereof relate to or affect the condition, use, alteration, or occupancy of the Premises associated with Lessee's use. Lessee shall further be responsible for the cost of any alterations or modifications to the Premises that are required due to Lessee's use of the Premises, subject to approval by Lessor as contemplated herein. Lessee is solely responsible for ensuring that the Premises comply with any and all governmental regulations applicable to Lessee's conduct of business on the Premises, and for any alterations or improvements that may be required by such regulations, now existing or hereafter adopted.

6.2 No Obstructions. Lessee shall not obstruct areas outside of, on the sidewalks adjacent to the Premises with any item, and/or boxes, trash or other debris. If Lessee fails to comply with the preceding sentence, Lessor may at its option, remove and store or dispose of any such property or material without liability for loss thereof or damage thereto, such storage or disposal to be for the account of Lessee and at the expense of Lessee, which amounts shall be deemed additional rent hereunder.

6.3 Garbage. Lessee will not place or maintain any garbage, trash, rubbish, or any other refuse in any area on the exterior of the Premises, except in secured bins and in designated areas.

6.4 Smoking. Lessee acknowledges that smoking is not permitted within twenty-five (25) feet of any Building entrances, exits, windows or ventilation intakes. In addition, Lessee agrees to comply with any applicable laws, rules, or regulations related to smoking, which may be more restrictive than the preceding sentence, and also agrees to ensure that all residents occupying the Premises comply with all rules and regulations set forth in this Section 6.4.

6.5 Lessor's Rules and Regulations. Lessee agrees to comply with any rules or regulations created by Lessor with respect to the Premises ("Rules"); provided that prior to implementing such Rules, Lessor shall send a draft of the proposed Rules to Lessee for Lessee's review and comment and the parties shall work together in good faith for a period not to exceed ten (10) business days to finalize such Rules. Notwithstanding the foregoing, Lessor shall be the final decision maker on any Rules; provided that no Rules may not conflict with any express provision of this Lease, including, without limitation, the Permitted Uses.

7. OPERATING COSTS.

Lessee acknowledges that in addition to Monthly Rent, Lessee is responsible for directly payment of all costs and expenses relating to the Premises ("Operating Costs"). Operating Costs includes, without limitation: insurance, utilities, taxes, and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the operation and management of the Premises by Lessee. Lessee acknowledges that it will be solely responsible for the payment of Operating Costs as follows:

7.1 Lessee's Personal Property Taxes. Lessee shall pay prior to delinquency all personal property taxes with respect to all personal property of Lessee and shall provide promptly upon request of Lessor written proof of such payment.

7.2 Property Taxes. During the Lease Term, as may be extended, to the extent property or other Ad Valorem taxes are assessed and owing against the Landlord and Buildings, Lessee shall pay such taxes when due (or reimburse Lessor). The parties specifically acknowledge that Lessee is only responsible for property or other Ad Valorem taxes (if any) which are assessed during the Lease Term, as may be extended.

7.3 Insurance. Lessee shall pay for the insurance policies required under Section 14.2.

7.4 Property Management. Lessee shall be responsible for the payment and management of any property manager hired or retained by Lessee to manage all or any portion of the Premises.

7.5 Vendor Agreements. Lessee is solely responsible for the hiring and management of all vendors or other contractors regarding performance of all services required to be performed at the Premises

associated with Lessee's use including, without limitation, janitorial services, HVAC service, security services, pest control, snow and ice removal, roof and gutter maintenance, etc.

7.6 Records. Lessee shall keep accurate records showing in reasonable detail all Operating Expenses incurred and paid by Lessee. These records shall, upon at least thirty (30) days' request, be made available for inspection by Lessor.

8. SERVICES AND UTILITIES.

Lessee shall be responsible for the costs of all services performed or rendered at the Premises as well as the cost of all utilities used in the Premises, including but not limited to electricity, gas, water, sewer, internet, and telephone. Lessor shall not be liable to Lessee for any loss, injury or damage to property caused by or resulting from any variation, interruption or failure of such services due to r Lessee's failure to make any repairs or perform any maintenance required of Lessee. No temporary interruption or failure of such service incident to the making of repairs, alterations or improvements, or due to accident or strike, or condition or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

9. REPAIRS AND MAINTENANCE.

9.1 Lessor's Obligations. Except for damage caused by the negligence or intentional act or omission of Lessee or Lessee Parties, Lessor shall, at Lessor's expense, provide capital repairs to the roof, roof structure, foundations and exterior walls of the Buildings. Lessor shall also be responsible, at Lessor's expense, for replacement of the rooftop mounted heating and air conditioning equipment servicing the Premises. Lessee shall promptly notify Lessor of any damage to the Premises requiring capital repairs or replacement, which Lessor agrees will be repaired or replaced in a commercially reasonable period following such notice; provided that it is agreed and understood that Lessee will be required to reimburse Lessor as additional rent for any capital repairs or replacements that are caused by the negligence or willful misconduct of Lessee or any Lessee Parties. For the avoidance of doubt, the obligations set forth in this Section 9.1 are intended by the parties to be the sole obligations of Lessor with respect to its maintenance, repair, and replacement obligations for the Premises. Capital repairs shall be defined per generally acceptable accounting principles..

9.2 Lessee's Obligations. Subject to Lessor's obligations as described above, Lessee, at Lessee's expense, shall keep in good order, condition and repair the Premises. Lessee's responsibilities shall include, without limitation (i) the maintenance and/or repair of any heating and air conditioning equipment servicing the Premises; (ii) maintenance of roof and gutters, including periodic cleaning of same; (iii) the maintenance of the plumbing, mechanical, life safety, security systems, and electrical utilities servicing the Premises; (iv) the necessary repairs and replacements to the entry doors, window frames, hardware, glass, and interior walls of the Premises; (v) the janitorial services to the Premises, (vi) maintenance, repair, and replacement (at the same quality or better) of the Existing FF&E; (viii) the replacement of light bulbs, tubes and washroom and toilet supplies for the Premises; and (ix) all landscaping and snow removal services required to be performed at the Premises. Lessee is responsible for the maintenance, repair and/or replacement of the individual heating and air conditioning units known as "packaged terminal air conditioners" (PTAC) found in the individual residential units within the Premises. All damage or injury done to the Premises or any appurtenances thereto either by Lessee, or any Lessee Parties, or by any other persons who may be in the Premises with the consent of Lessee, including the cracking or breaking of glass of any windows and doors from inside the Premises, shall be paid for by Lessee. If Lessee fails to perform Lessee's obligations hereunder relating to the repair, maintenance or upkeep of the Premises as required herein, Lessor may, following reasonable notice to Lessee, at its option (but shall not be required to), enter upon the Premises upon reasonable prior

written notice to Lessee and put the same in good order, condition, and repair or otherwise cure the default, and the cost of such action shall become due and payable as additional rent to Lessor at the time Lessee's next installment of Monthly Rent that becomes due. All of Lessee's obligations under this Section 9.2 shall be performed to a professional standard and, as applicable, by licensed and bonded contractors and/or professionals. For the avoidance of doubt, except for the obligations of Lessor set forth in Section 9.1 above, Lessee is solely responsible for all maintenance, repairs, and replacement costs related to the Premises.

10. ALTERATIONS.

10.1 Improvements by Lessee. Lessee shall not make any alterations, additions or improvements (collectively, "Alterations") in or to the Premises without first obtaining the written consent of Lessor, not to be unreasonably withheld. Notwithstanding the foregoing, Lessor's consent shall not be required for any Alterations that (i) do not effect the structure, slab, or roof of the Buildings, (ii) do not require a building permit, and (iii) the cost of which does not exceed \$10,000.00 ("Minor Alterations").

(a) **Plans and Specifications.** Lessee shall deliver to Lessor full and complete plans and specifications for any Alterations, including but not limited to the conversion or addition of residential rooms in the Premises or on the Property. Lessor does not and will not make any covenant or warranty, express or implied, that any such plans or specifications submitted by Lessee are accurate, complete or in any way suited for their intended purpose.

(b) **Compliance with Laws; Liens.** All Alterations shall be completed by Lessee at Lessee's sole cost and expense and shall be performed in accordance with all laws, ordinances, rules and regulations of any federal, state, county, municipal or other public authority. Lessee expressly covenants and agrees that Lessee will not allow any liens of mechanics, material men, laborers, architects, engineers, artisans, contractors, subcontractors, or any other lien of any kind whatsoever to be created against or imposed upon the Premises, and that in the event any such claims or liens of any kind whatsoever shall be asserted or filed by any persons, firms or corporations, Lessee shall pay off or cause the same to be discharged of record within five (5) days of notification thereof. Even if Lessor consents to the making of any Alterations, such consent shall not constitute the granting of any authority to Lessee to allow any liens of mechanics, material men, laborers, architects, engineers, artisans, contractors, subcontractors, or any other person or entity whatsoever to be created against or imposed upon the Premises.

(c) **Ownership of Improvements.** Prior to the commencement of any Alteration requiring approval by Lessor, Lessor will advise Lessee whether such Alteration is required to be removed at the termination of the Lease.

(d) **Contractor's Insurance.** Lessee acknowledges and agrees that a material condition to the granting of approval of Lessor to any Alteration required under this Lease or desired by Lessee is that the contractors who perform such work shall maintain a commercial general liability insurance policy covering both bodily injury and property damage in the amount of Two Million Dollars (\$2,000,000.00). Lessor may require proof of such insurance coverage from each contractor at the time of submission of Lessee's request for Lessor's consent to commence work.

11. DAMAGE OR DESTRUCTION.

If the Premises are damaged, destroyed, either wholly or in part, by fire or other casualty, Lessor shall forthwith repair the same, or cause the same to be repaired, materially to the extent the

Premises were originally delivered to Lessee unless this Lease is terminated as permitted herein. Within thirty (30) days from the date of such damage, Lessor shall notify Lessee if the Premises is damaged in excess of fifteen percent (15%) of the Premises' pre-casualty value, as reasonably determined by Lessor (damage in excess of such amount being referred to as "Major Damage" and damage equal to or less than such amount being referred to as "Minor Damage"). If Major Damage occurs, Lessor may elect to terminate the Lease in whole or just with respect to the damaged portion of the Premises with a corresponding equitable adjustment in Monthly Rent. If Minor Damage occurs then Lessor shall repair such damage and rebuild that portion of the Premises damaged. In the event of Major Damage, if Lessor gives its written notice to Lessee electing to rebuild, or to cause the same to be rebuilt, or in the event of Minor Damage, this Lease shall remain in full force and effect provided Lessor completes the repairs within six (6) months, subject to extension for Force Majeure, except the Monthly Rent shall be abated during the period of repair in which Lessee's use of the Premises is interrupted. If the damage is due directly or indirectly to the fault or neglect of Lessee or any Lessee Parties, there shall be no abatement of Monthly Rent and Lessee shall be responsible for all deductibles and increased insurance costs or premiums due to such damage, which obligation shall survive the Lease Term. If in the event of Major Damage Lessor elects by written notice to Lessee not to repair or rebuild, then this Lease shall automatically terminate as of the effective date of such notice. Notwithstanding any of the foregoing, Lessor's obligation to restore the Premises shall be limited to the extent of the insurance proceeds available to Lessor for such restoration (less any amounts claimed by the holder of any first mortgage or the beneficiary of any first deed of trust on the Premises), and Lessor shall have no obligation to restore the Premises if such damage or destruction occurs during the last year of the Lease Term.

12. CONDEMNATION.

If all of the Premises, or such portions as may be required for the reasonable use of the Premises, are taken by eminent domain, or sold by Lessor under the threat of the exercise of said power (all of which is in referred to in this Lease as "condemnation"), this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, or a portion not required for Lessee's reasonable use of the Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the Agreed Floor Area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damage to the Premises for any taking by condemnation, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and loss of business, provided that such damages may be claimed only if they are awarded separately in the condemnation proceedings and not as part of the damages recoverable by Lessor.

13. HAZARDOUS WASTE.

Lessee represents and warrants that no Hazardous Materials (as defined below) will be stored on or under the Premises except for reasonable amounts of materials as is generated by Lessee from its use of the Premises as defined in Section 1(i), and then only to the extent such storage is in compliance at all times and in all respects with Environmental Laws. Lessee further represents and warrants that Lessee's Alterations and equipment on the Premises shall not incorporate lead, asbestos, or PCBs. The terms, covenants, representations and warranties contained herein shall survive the termination or expiration of this Lease.

The term "Hazardous Materials" means hazardous or toxic substance, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) designated as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; (v) designated as a "Hazardous Substance" under the Clean Water Act, 33 U.S.C. § 1321, or listed pursuant to 33 U.S.C. § 1317; (vi) listed by the U.S. Department of Transportation at 49 C.F.R. 172.101 or by the U.S. Environmental Protection Agency under 40 C.F.R. Part 302; and (vii) any other substance, waste or material which is regulated as hazardous or dangerous by any federal, state, or local agency. The term "Environmental Laws" shall mean any and all of the foregoing laws referenced in (iv) through (viii) in this paragraph.

14. LESSEE RESPONSIBILITY.

14.1

Lessor, including its affiliates, contractors, partners, and employees (collectively "Lessor Parties") shall be liable for any loss or damage to person or property sustained by Lessee or any Lessee Parties, or other persons, which may be caused by the Premises, or any appurtenance thereto, being out of repair, or the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any Lessee or occupant of the Premises, or of any other person, or by any other cause of whatsoever nature, unless directly caused by Lessor Parties. Lessee agrees to use and occupy the Premises at its own risk and hereby releases the Lessor Parties, including its agents and employees from all claims for any damage or injury to the fullest extent permitted by law. As used herein, "Lessee Parties" means Lessee, its officers, contractors, licensees, agents, servants, employees, guests, invitees, tenants or subtenants occupying the Premises.

14.2 Insurance.

(a) Lessee Insurance. Lessee shall, throughout the terms of this Lease and any Extension Term, at its own expense, keep and maintain in full force and effect a policy of commercial general liability insurance, as Lessee currently maintains through ICRMP. All policies shall be payable on an "occurrence" rather than a "claims made" basis; and

(b) Lessor Insurance. Lessor will keep and maintain commercially reasonable property insurance policies covering the FF&E and the Buildings, the cost of which will be reimbursed by Lessee on an annual basis.

15. ASSIGNMENT.

Lessee shall not assign, transfer, mortgage or encumber this Lease in whole or in part, nor sublet the whole or any part of the Premises without first obtaining Lessor's written consent, which Lessor may withhold in its sole discretion. Lessor's consent to any transfer shall not be deemed consent to any subsequent transfers. Notwithstanding the foregoing Lessee may, without the prior consent of Lessor, enter into short term rental (not to exceed one (1) year) agreements substantially in the form of Lessee's standard residential lease template ("Rental Agreement"), as part of its normal course of business; provided, however, during the last twelve (12) months of the Lease Term Lessee will not enter into any new tenant leases that extend beyond the term of this Lease. For purposes of clarification, it shall not be considered unreasonable for Lessor to reject any Rental Agreement in which the term of the lease extends (or may be extended by the tenant) beyond the Expiration Date or earlier termination of the Lease.

If Lessee is an entity, then any dissolution, liquidation, merger, or consolidation of Lessee, or any change in ownership of a majority of the ownership interests of Lessee, whether directly or indirectly (including without limitation any change in control of a majority of the ownership interests

in any of the entities controlling Lessee), shall constitute an assignment for purposes of this Section 15.

16. EVENTS OF DEFAULT AND REMEDIES.

16.1 Events of Default. Time is of the essence hereof. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Lessee:

- (a) The vacating or abandonment of the Premises by Lessee;
- (b) Intentionally Omitted;
- (c) The failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee hereunder as and when due, and such failure shall continue for a period of five (5) days after written notice thereof by Lessor to Lessee; provided, however, that Lessor shall provide such notice no more than two (2) times during any calendar year, and any subsequent failure by Lessee to make any payment or Rent due hereunder as and when due shall constitute an automatic default;
- (d) The failure by Lessee to observe or perform any of the covenants, agreements, terms or conditions of this Lease, other than described in subsections (a) through (c) above, where such failure shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Lessor to Lessee, specifying the matter claimed to be in default; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, further, however, that such period of time shall not be so extended if it results in reasonably imminent jeopardy to the interest of Lessor in the Premises or so as to subject Lessor to any liability, civil or criminal; and
- (e) The failure of Lessee to comply with the provisions of Section 14 or 15 herein.

16.2 Remedies. Upon the occurrence of an Event of Default by Lessee, Lessor may, at any time thereafter, in its sole discretion, upon notice or demand and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such Event of Default:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall thereafter have no further rights hereunder or in the Premises; provided, however, that upon such termination Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; all accrued and unpaid rent (including, without limitation, all Monthly Rent and additional rent due from Lessee through the remainder of the Term), and other amounts due from Lessee with interest thereon at the rate set forth in Section 4.2 above; the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Lessee proves could be reasonably avoided; and that portion of any leasing commission paid by Lessor and applicable to the unexpired term of this Lease; or
- (b) Maintain Lessee's right to possession, in which case the Lease shall continue in effect whether or not Lessee shall have abandoned the Premises, and Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including, without limitation, the right to recover

the Monthly Rent and any other charges due or to become due hereunder with interest at the rate provided for herein; or

(c) Pursue any other remedy or remedies now or hereafter available to Lessor under the laws or judicial decisions of the state in which the Premises are located; or

(d) Perform, on behalf of Lessee, any obligation of Lessee under this Lease that Lessee has failed to perform and of which Lessor has given Lessee notice as set forth above, the cost of which performance shall be immediately paid by Lessee to Lessor as additional rent hereunder. All rights, options and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

17. ACCESS.

Upon 48 hours' notice to Lessee (except in the case of an emergency, in which case only reasonable notice shall be required), Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of repairing, altering or improving the Premises as contemplated in this Lease. Nothing contained in this Section 17 shall be deemed to impose any obligation upon Lessor not expressly stated elsewhere in this Lease. Lessor shall have the right to enter the Premises for the purpose of showing the Premises to prospective lessees within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease Term.

18. SIGNAGE.

All signage shall be at Lessee's sole cost and expense and shall be approved in writing in advance by Lessor, which may require previous signage removed by Lessee to be re-installed at Lessee's expense. All signage shall comply with any applicable rules, regulations, law or ordinances of any governmental authority having jurisdiction over the Premises. Any such consent by Lessor shall be upon the understanding and condition that Lessee will remove the same at the expiration or sooner termination of this Lease and Lessee shall repair any damage to the Premises caused thereby.

19. LIENS AND INSOLVENCY.

Lessee shall keep the Premises free from any liens arising out of any work performed, materials ordered or obligations incurred by Lessee. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor may terminate Lessee's right of possession under this Lease at Lessor's option and in no event shall the Lease or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency or reorganization proceedings.

20. REMOVAL OF PROPERTY.

20.1 Surrender of Premises; Assignment of Tenant Leases. Upon expiration or sooner termination of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender the Premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Subject to Section 10 above, all other property in the Premises and any Alterations performed at the Premises shall become the property of Lessor and shall remain upon and be surrendered with the Premises, Lessee hereby waiving all rights to any payment or compensation therefor. Unless Lessor approves so in writing, Lessee will, upon termination of this Lease, remove any Alterations and property placed or installed by Lessee or any Lessee Parties in the Premises as

requested by Lessor, and will immediately repair any damage caused by or resulting from such removal to the condition of the Premises as of the Commencement Date, reasonable wear and tear excepted. Upon request by Lessor, Lessee shall provide a list of all active tenants, including the leases associated with each tenant and a detailed rent roll. On or prior to expiration or sooner termination of this Lease, Lessee shall assign each of the foregoing leases to Lessor.

20.2 Failure to Remove Property. If Lessee fails to remove any of its property of any nature whatsoever from the Premises at the termination of this Lease or when Lessor has the right of reentry, Lessor may at its option, remove and store such property, such storage to be for the account and at the expense of Lessee. If Lessee shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Lessor may, at its option, sell, or permit to be sold, any or all of such property at public or private sale (and Lessor may become a purchaser at such sale), in such manner and at such times and place as Lessor in its sole discretion may deem proper without notice to Lessee, and shall apply the proceeds of such sale: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due to Lessor from Lessee under any of the terms hereof, and fourth, the balance, if any, to Lessee.

21. NON-WAIVER.

Waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any monetary payment by Lessee hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular monetary payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such monetary payment.

22. HOLDOVER.

If Lessee, with Lessor's written consent, remains in possession of the Premises after expiration or termination of the term, such possession by Lessee shall be deemed to be a month-to-month tenancy terminable as provided under law (or such lesser time as may be agreed upon by Lessor and Lessee in any amendment to this Lease), by either party. All provisions of this Lease, except those pertaining to Term and Rent, shall apply to the month-to-month tenancy. If Lessee fails to surrender possession of the Premises upon termination or expiration of this Lease and if Lessee does not obtain Lessor's written consent to Lessee's continued occupancy Lessee shall be considered a lessee at sufferance and (i) Monthly Rent during any holdover period will be in an amount equal to one hundred fifty percent (150%) of the Monthly Rent for the last full calendar month during the Term, and (ii) Lessee shall be liable to Lessor for all direct damages sustained by Lessor as a result thereof.

23. NOTICES.

All notices under this Lease shall be sent by electronic mail to the electronic mail addresses set forth in Section 1 hereof (or such other electronic mail address as may from time to time be designated by such party in writing), and to the holder of any first mortgage or deed of trust at such place as such holder shall specify to Lessee in writing. Notices sent by electronic mail shall be deemed delivered at 1:00 p.m. (Mountain Time) on the next business day following transmission.

24. COSTS AND ATTORNEYS' FEES.

In the event of any action or proceeding arising out of or in connection with this Lease, the substantially prevailing party shall be entitled to all costs, expenses and reasonable attorneys' fees, with or without suit and on appeal.

25. LESSOR'S LIABILITY.

Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Lessor personally or the assets of Lessor except Lessor's interest in the Premises, but are made and intended for the purpose of binding only Lessor's interest in the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Lessor or its partners and their respective heirs, legal representatives, successors and assigns on account of this Lease or on account of any covenant, undertaking or agreement of Lessor contained in this Lease. In consideration of the benefits accruing hereunder, Lessee agrees that, in the event of any actual or alleged failure, breach or default of this Lease by Lessor, Lessor's liability under this Lease shall be limited to, and Lessee shall look only to Lessor's interest in the Premises and the rents and proceeds thereof.

26. SUBORDINATION; ESTOPPEL CERTIFICATE.

26.1 Subordination. Upon demand by Lessor or the holder of any mortgage or deed of trust now existing or that may hereafter be placed upon the Premises, Lessee will execute an agreement of subordination, nondisturbance and attornment in such form as is acceptable to Lessor and to such mortgage holder. In the absence of such agreement, Lessee agrees that this Lease shall be subordinate to any mortgage or deed of trust now existing or hereafter placed upon the Premises and to any and all advances to be made thereunder, and to interest thereon, and all renewals, replacements or extensions thereof. Lessee's failure to execute and return such agreement within thirty (30) calendar days after Lessor's delivery of such document to Lessee shall constitute an automatic Event of Default by Lessee under this Lease.

26.2 Estoppel. Lessee shall, from time to time upon written request of Lessor, execute, acknowledge and deliver to Lessor or its designee a written statement in such form as Lessor may request, stating the date this Lease was executed and the date it expires; the date Lessee entered into occupancy of the Premises, the amount of minimum monthly rental and the date to which such rental has been paid, and certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of any agreement so affecting this Lease); that this Lease represents the entire agreement between the parties as to this leasing; that all conditions under this Lease to be performed by Lessor have been satisfied; that all required contributions by Lessor to Lessee on account of Lessee's improvements have been received; that on that date there are no existing defenses or offsets which Lessee has against the enforcement of this Lease by Lessor; that no rental has been paid in advance; that no security has been deposited with Lessor (or, if so, the amount thereof); and such other matters about the Lease as Lessor may reasonably request. It is intended that any such statement delivered pursuant to this Section 26.2 may be relied upon by a prospective purchaser of Lessor's interest or a mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises. If Lessee fails to respond within thirty (30) calendar days of receipt by Lessee of a written request by Lessor as herein provided, Lessee shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Lessor to a prospective purchaser or mortgagee, including, without limitation that the Lease is in full force and effect, there are no uncured defaults by Lessor, that any security deposit is as stated in the Lease, and that not more than one (1) months Monthly Rent has been paid in advance.

27. TRANSFER OF LESSOR'S INTEREST.

This Lease shall be assignable by Lessor without the consent of Lessee in the event of any transfer or transfers of Lessor's interest in the Premises, and except in the case of a transfer for security purposes only the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee agrees to attorn to the transferee.

28. RIGHT OF FIRST OFFER; EXCLUSIVE PURCHASE NEGOTIATION PERIOD.

28.1 Right of First Offer. If, during the Lease Term, Lessor determines to offer all or any portion of the Property to the market for sale, then Lessor will notify Lessee before taking the Property to the market. Lessee will have ninety (90) days after receipt of the foregoing notice to negotiate the purchase terms with Lessor (the "ROFO"). If Lessor and Lessee agree on the purchase terms during such ninety (90) day period the parties will execute a commercially standard purchase and sale agreement memorializing such terms within twenty (20) days thereafter. If the parties are unable to negotiate the purchase terms within ninety (90) days, or to execute a purchase and sale agreement within twenty (20) days following agreement on the purchase terms, then Lessee's ROFO will be deemed null and void and Lessor may thereafter enter into negotiations with any third party to sell the Property.

28.2 Unsolicited Offers. If, during the Lease Term, Lessor receives an unsolicited offer to purchase all or any portion of the Property on terms acceptable to Lessor, then Lessor will notify Lessee before responding to such offer. Lessee shall have five (5) business days to notify Lessor if it would like to match such offer and, if so, Lessee shall have no more than ninety (90) calendar days to raise sufficient funding and close a transaction for all or any portion of the Property.

28.3 Exclusive Purchase Negotiation Period. Except as otherwise set forth herein, Lessee is hereby granted a one (1) time right, which may be exercised at any point during the Lease Term, to notify Lessor of its interest in purchasing the Property (the "Purchase Notice"). In the event Lessee provides a Purchase Notice Lessor agrees to the commencement of an exclusive negotiation period of ninety (90) days to reach agreement on the purchase terms, including, without limitation the purchase price. If Lessor and Lessee agree on purchase terms during such ninety (90) day period the parties will execute a commercially standard purchase and sale agreement memorializing such terms within twenty (20) days thereafter; provided that the purchase and sale agreement will include a period of not less than ninety (90) days from execution to closing to allow Lessee sufficient time to secure funding and required legislative approvals to purchase the Property. If the parties are unable to negotiate the purchase terms within ninety (90) days, or to execute a purchase and sale agreement within twenty (20) days following agreement on the purchase terms, then the exclusive negotiating period shall expire.

29. PARKING.

Lessee (including any tenants who are parties to Rental Agreement) may park passenger vehicles in the areas depicted on **Exhibit C** at no additional cost or expense. Lessee agrees to assume responsibility for compliance by Lessee Parties with the parking provisions contained herein, shall cooperate with Lessor in enforcement thereof. Lessor shall have no obligation to provide security or any other services to the parking areas and shall have no liability with respect to any vehicles parked in the parking areas.

30. LETTER OF CREDIT FROM CITY OF KETCHUM.

The execution of this lease is contingent upon the City of Ketchum providing a letter of credit to Lessor in the amount of \$500,000 for the first four (4) years of the lease term.

31. GENERAL PROVISIONS.

- (a) This Lease shall be construed and governed by the laws of the State of Idaho.
- (b) The title of sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. Where the context permits, references to the singular shall include the plural and vice versa, and references to a neutral gender shall include the feminine and masculine.
- (c) All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.
- (d) Lessee represents and warrants to Lessor that it has not engaged any broker, finder or other person who would be entitled to any commission or fee in respect to the negotiation, execution or delivery of this Lease except for that broker identified in Section 1(j) hereof.
- (e) This Lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified, or added to except in writing signed by Lessor and Lessee. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.
- (f) If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, and/or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.
- (g) This Lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight be given to its having been drafted by any party hereto or its counsel.
- (h) If more than one person or entity constitutes Lessor or Lessee, the obligations imposed upon each such person or entity shall be joint and several.
- (i) This Lease shall be recorded or otherwise placed of record by Lessee. Upon request by Lessor, at the expiration or sooner termination of this Lease, Lessee shall execute in recordable form and deliver to Lessor a termination of lease agreement covering the Premises.
- (j) If either party is delayed in the performance of any covenant of this Lease because of any of the following causes (referred to elsewhere in this Lease as “Force Majeure”): action of the elements, war, riot, labor disputes, inability to procure or general shortage of labor or material in the normal channels of trade, delay in transportation, delay in inspections, or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, financial inability excepted, then, such performance shall be excused for the period of the delay; and the period for such performance shall be extended for a period equivalent to the period of such delay, except that

the foregoing shall in no way affect Lessee's obligation to pay Rent or any other amount payable hereunder, or the length of the Lease Term.

(k) This Lease may be executed in original or electronic counterparts for the convenience of the parties, and such counterparts shall together constitute one Lease.

(l) If Lessee is a legal entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that this Lease is binding upon such entity in accordance with its terms.

(m) The following exhibits are made a part of this Lease:

EXHIBIT A - Legal Description of Land

EXHIBIT B – Housing Guidelines

EXHIBIT C – Premises

EXHIBIT D – Form of Assignment and Assumption of Existing Tenant Leases

[END OF LEASE – SIGNATURES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, this Lease has been executed as of the Effective Date.

LESSOR:

WOOD RIVER LLC,
a Washington limited liability company

By: _____

Name: _____

Its: _____

LESSEE:

BLAINE COUNTY HOUSING AUTHORITY
an independent public body created by Blaine County,
Idaho

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Northridge X Subdivision Lot 1 Block 1

Parcel No: RPH5000010010

EXHIBIT B

SECTION 2 OF BCHA COMMUNITY HOUSING GUIDELINES

Section 2. Qualifying to Rent or Purchase Community Housing

A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant

To qualify to rent or purchase an Income-restricted Community Home, the Applicant/Applicant Household must meet the criteria as stated below:

1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
 - (a) Be a Full-Time Employee working in Blaine County; or
 - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence and is 62 years of age or older; or
 - (c) Be a Disabled Person residing in Blaine County who was a Full-Time Employee in Blaine County immediately prior to his/her disability and who currently lives in Blaine County as his/her Primary Residence, and
 - (d) The Applicant/Applicant Household states his/her intent to occupy the Community Home as his/her Primary Residence.
2. No member of the Household may own developed residential real estate or a mobile home.
3. The total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart in Section 1. The actual dollar amount changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size; and
4. The Household Net Worth (the total net worth of all members of the Household) must not exceed the Allowable Net Worth specified for the Income Category.

1. General Application

- (a) All persons wishing to rent or purchase a Community Home must submit a completed General Application for Community Housing Form to BCHA (the current application can be found on BCHA's website). The application to rent is a single step process (General Application form only); the application to purchase is a two-step process (General Application and Purchase Requirements). A General Application may be certified by BCHA as complete only when the necessary steps have been completed.
- (b) The General Application Form is provided by BCHA.
- (c) Upon receipt of the completed General Application, BCHA may provide the Applicant with a Letter of Eligibility specifying the Income Category. The Letter of Eligibility is based only on information supplied by the Applicant and, as such, is unverified; verification is explained further in Section 2(C), below.

C. Verifying Application Information

1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted must be held confidential by BCHA and must not be subject to Open Records Requests by the public. Such documentation is used to determine that an Applicant meets the criteria set forth in Section 2.A and/or to verify the information provided in the application under 2(B). All or some of the following may be requested:
 - (a) Federal income tax returns for the most recent year.
 - (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income may be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home.
 - (c) Verification of employment in Blaine County.
 - (d) Copy of valid Driver's License or State Identification Card.
 - (e) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements, and modifications to the decree.
 - (f) Any other documentation that BCHA deems necessary to determine eligibility.
2. Upon receipt of the completed General Application and requested verification forms,

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the Applicant's name and all information for individuals, households, and/or local employers may be retained in the Applicant Database. On an annual basis, as part of the annual purge process, the applicant must confirm or update the information to remain in the Applicant Database. All information may be re-verified at the time an applicant is selected to rent or purchase a Community Home. If information is not updated upon request, the applicant will be removed from the Applicant Database.

D. Process for Matching Applicants to Available Community Housing

In general, the matching process occurs as follows:

1. When a Community Home becomes available, the home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the "Applicant Pool" for that Home.
2. Households are prioritized by date and time of application on the list for the Income Category for which they qualify.
3. While household size may not be a determining factor in prioritization for ownership or rental of housing, it should be noted that the purchase price or rental amount may be determined on basis of an assumed household size in accordance with the Area Median Income (AMI).
4. If an Applicant has previously qualified and the Applicant's Household composition subsequently changes (due to marriage, divorce, separation, an increase, or reduction in the number of dependents, etc.), the Applicant may still be eligible for purchase or rental of Community Housing, provided that the Household continues to qualify under the Income Category and other considerations. It is the Applicant's responsibility to continuously update Household information with BCHA prior to being placed into an Applicant Pool.
5. When an Applicant purchases a Community Home, the Applicant's application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.
6. When an Applicant rents a Community Home, the Applicant's application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.

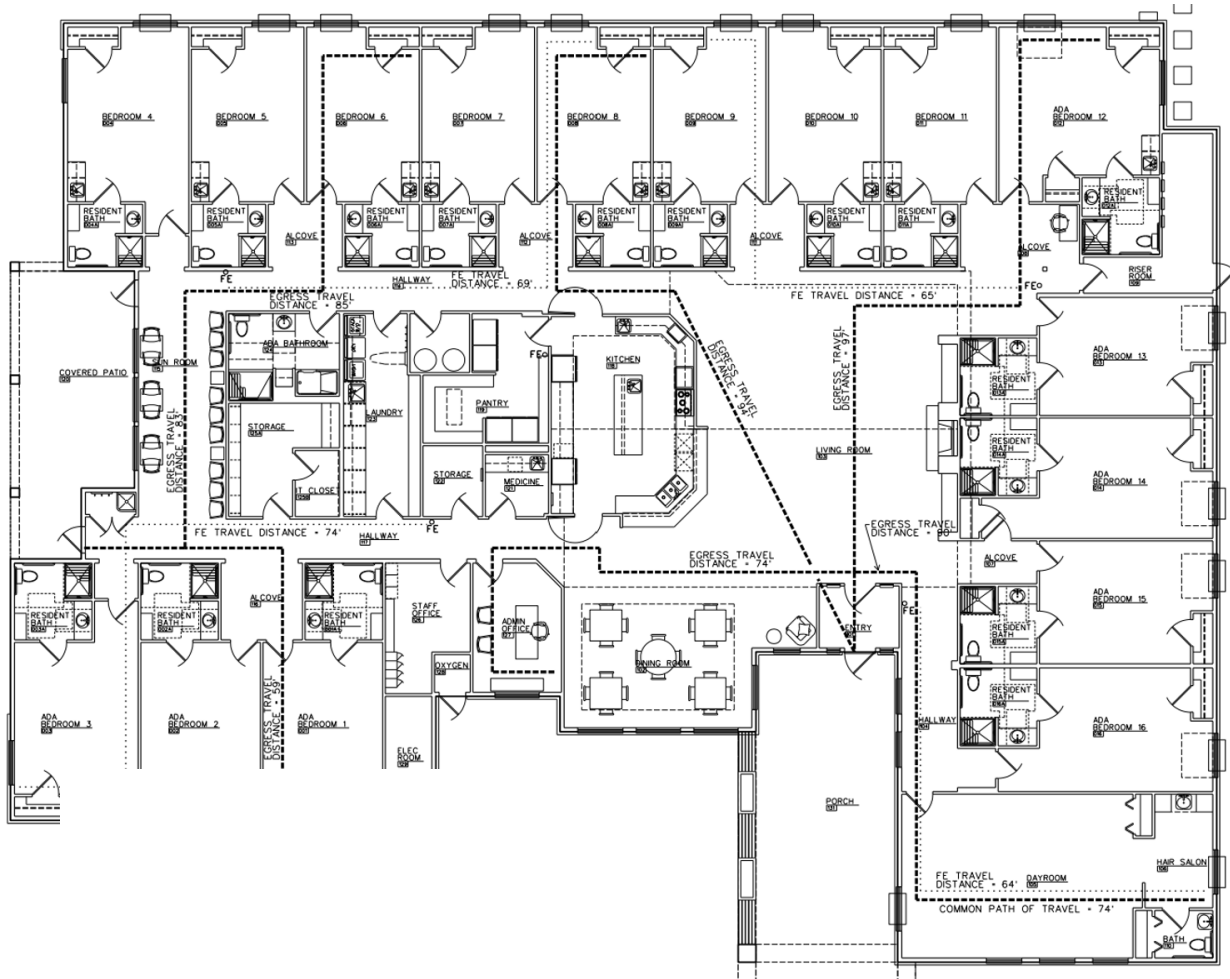
EXHIBIT C

PREMISES

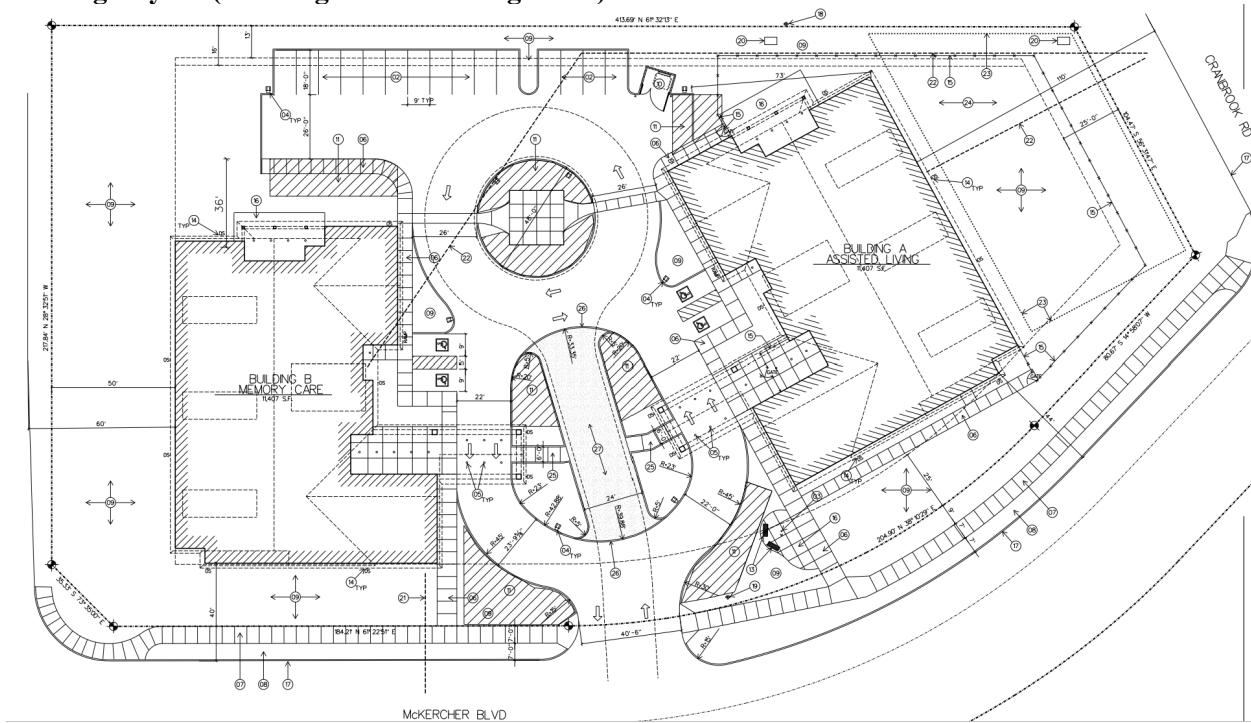
Aerial View (Drawing) of Buildings and Land



Premises Floor Plan (Buildings are Mirror Images of Each Other)



Parking Layout (Showing Initial Parking Stalls)



Parking Expansion (Showing Addition of 12 Additional Stalls)

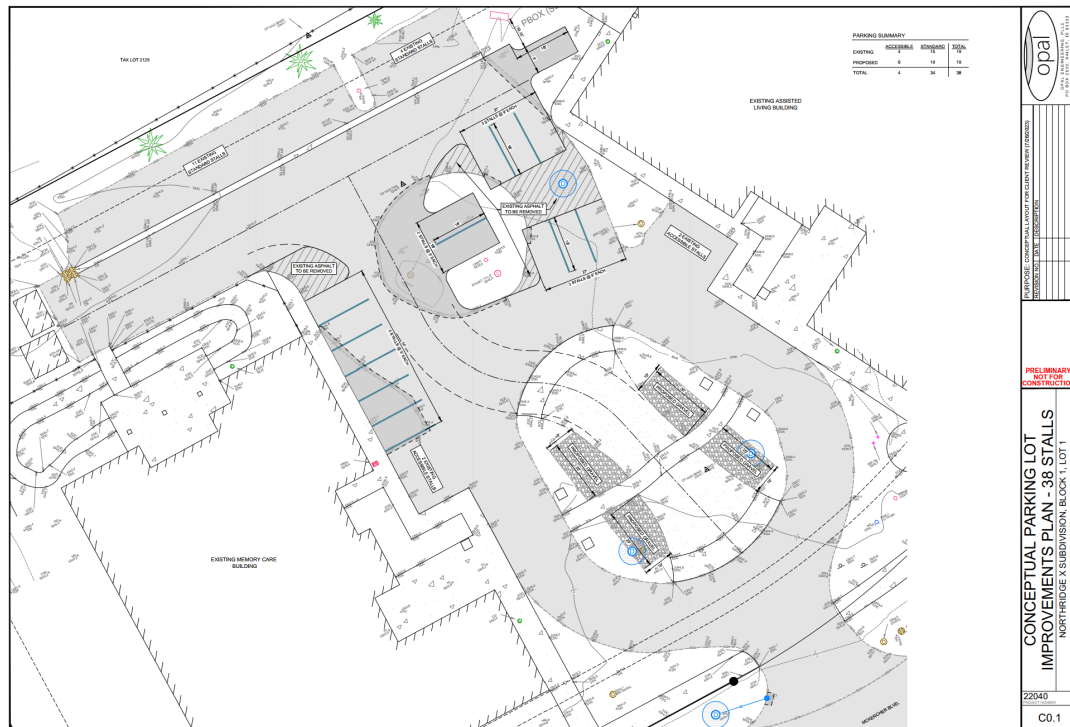


EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION OF EXISTING TENANT LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, WOOD RIVER LLC, a Washington limited liability company (“Assignor”), hereby assigns and delegates to BLAINE COUNTY HOUSING AUTHORITY, an independent public body created by Blaine County, Idaho (“Assignee”), all of the lessor’s rights, interest and obligations in all leases identified on **Exhibit A** attached hereto, which relate to the leasing of residential units located on real property located in Blaine County, Idaho, more particularly described as: Northridge X Subdivision Lot 1 Block 1. Concurrently herewith, Assignor assigns to Assignee the security deposits listed on **Exhibit A**.

This Assignment and Assumption of Leases has been made under the laws of the State of Idaho, and such laws will control its interpretation without regard to any choice of law principles. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in counterparts, each of which shall constitute an original. Any party may sign and/or transmit this Assignment electronically (including, without limitation, via electronic mail or DocuSign, as applicable); the signature of any person or entity on any such electronically signed and/or electrically transmitted copy shall be deemed an original signature; and each such electronically signed and/or electronically transmitted copy shall have the same binding effect as a manually signed and manually transmitted original document.

Executed on _____, 2023.

WOOD RIVER LLC,
a Washington limited liability company

By: _____
Name: _____
Its: _____

The undersigned Assignee hereby accepts the foregoing Assignment and Assumption of Leases and agrees to perform all obligations and liabilities first arising and accruing pursuant to such leases on or after the date hereof. Assignee further acknowledges assignment of the security deposits described above and agrees to hold such deposits in accordance with the terms of each of the enumerated leases.

Executed on: _____, 2023

BLAINE COUNTY HOUSING AUTHORITY
an independent public body created by Blaine County,
Idaho

By: _____
Name: _____
Its: _____

EXHIBIT A TO ASSIGNMENT OF LEASES